

**REGULAR PARK BOARD MEETING AND AGENDA
FEBRUARY 8, 2021
6:00 PM REGULAR MEETING
REMOTE MEETING**



Protecting the public, our partners, and our staff are of the utmost importance.

Due to recent health concerns with the novel coronavirus and in compliance with the Governor's Executive Order 20-28.2 (amending 20-05, 20-28, 20-28.1 , 20-28.2, 20-28.3, 20-28.4, 20-28.7 , 20-28.8, 20-28.9, 20-28.10, 20-28.11,20-28.12, 20-28.13, 20-28.14), this meeting will be held remotely.

The public is encouraged to participate via telephone or Zoom and will be given opportunities to comment, as noted below.

You can listen to Regular Park Board Meeting via telephone by following the instructions below:

Telephone Instructions:

Dial: 253-215-8782

Enter Meeting ID: 932 8699 1255#

Participant ID: no ID needed just press #

You can listen and view presentations of the Regular Park Board Meeting via the Zoom link:

Join Zoom Meeting

<https://zoom.us/j/93286991255>

Community comment is encouraged to be submitted in advance of the meeting in written form. Please submit written comments to the Board by 5pm on February 8, 2021 by e-mailing them to Jennifer Bowman at jenniferb@tacomaparks.com. Comments will be compiled and sent to Board members in advance of the meeting. Comments may also be left on voicemail at 253-305-1091 by 5pm on February 8, 2021. Verbal comments will also be allowed during the meeting. To request to speak during community comments, please press the Raise Hand button near the bottom of your Zoom window or *9 on your phone. All speakers will have up to three minutes to speak.

**METROPOLITAN PARK DISTRICT
OF TACOMA**



AGENDA

**FEBRUARY 8, 2021
6:00 P.M.
REMOTE MEETING**

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**MEETINGS ARE RECORDED AND MAY BE HEARD AT THE
PARK DISTRICT OFFICES UPON REQUEST**

COMMISSIONERS

ERIK HANBERG, PRESIDENT

ANDREA SMITH, CLERK

AARON POINTER

JESSIE BAINES, JR.

TIM REID

6:00 P.M. **CALL TO ORDER**

ROLL CALL

SPECIAL PRESENTATIONS

PRESIDENT'S REPORT

STANDING COMMITTEE & COMMISSION REPORTS

EXECUTIVE DIRECTOR'S REPORT

REGULAR MEETING

"Park District meeting sites are accessible to people who require
special accommodations, please contact 305-1091
48 hours prior to the meeting time."



COMMUNITY COMMENTS

Community comment is encouraged to be submitted in advance of the meeting in written form. Please submit written comments to the Board by 5pm on February 8, 2021 by e-mailing them to Jennifer Bowman at jenniferb@tacomaparks.com Comments will be compiled and sent to Board members in advance of the meeting. Comments may also be left on voicemail at 253-305-1091 by 5pm on February 8, 2021. Verbal comments will also be allowed during the meeting. To request to speak during community comments, please press the Raise Hand button near the bottom of your Zoom window or *9 on your phone. All speakers will have up to three minutes to speak.

MINUTES

- (5-10) MINUTES OF THE JANUARY 25, 2021 REGULAR BOARD MEETING

CONSENT AGENDA

- (11-12) **RESOLUTION NO. C9-21**: APPROVAL OF WARRANTS CLAIM FUND FOR JANUARY 2021
(Contact: Erwin Vidallon, Chief Financial Officer)
- (13-14) **RESOLUTION NO. C10-21**: FIRST CREEK COMMUNITY SPACE FINAL ACCEPTANCE FOR CONSTRUCTION OF CLIMBING BOULDERS BY TRUST FOR PUBLIC LAND (TPL)
(Contacts: Marty Stump, Deputy Director of Planning
Debbie Terwilleger, Director of Business Administration & Planning)

REGULAR AGENDA

PURCHASING RESOLUTIONS

(Requiring one reading for adoption)

- (15-20) **RESOLUTION NO. P11-21**: AUTHORIZING PURCHASE OF GOODS AND SERVICES FOR METRO PARKS TACOMA
1. ASSOCIATED PETROLEUM PRODUCTS INC. FOR BULK FUEL (RESALE & OPERATING) IN AN AMOUNT NOT TO EXCEED \$200,000
(Contact: Marina Becker, Director of Parks & Recreation)
 2. PETRO CARD FOR FUEL, UNLEADED & DIESEL IN AN AMOUNT NOT TO EXCEED \$100,000
(Contact: Marina Becker, Director of Parks & Recreation)
 3. VOYAGER FLEET SYSTEMS INC. FOR FUEL, UNLEADED & DIESEL IN AN AMOUNT NOT TO EXCEED \$80,000
(Contact: Marina Becker, Director of Parks & Recreation)

- 4. BERK CONSULTING CONTRACT AMENDMENT# 2 FOR SHARED SERVICES, ANALYSIS, RECOMMENDATIONS AND IMPLEMENTATION IN AN AMOUNT NOT TO EXCEED \$90,000
(Contact: Pete Mayer, Deputy Executive Director)

PUBLIC WORKS PURCHASING RESOLUTIONS

(Requiring one reading for adoption)

SINGLE READING RESOLUTIONS

(Requiring one reading for adoption)

- (21-28) **RESOLUTION NO. R13-21:** ADOPTING AN INTER-LOCAL AGREEMENT BY AND BETWEEN THE METROPOLITAN PARK DISTRICT OF TACOMA AND PORT OF TACOMA
(Contact: Peter Mayer, Deputy Executive Director)

SECOND READING RESOLUTIONS

(Requiring two readings for adoption)

FIRST READINGS:

(Requiring two readings for adoption)

- (29-34) **RESOLUTION NO. RR14-21:** ADOPTING REVISED DISTRICT FAMILIES FIRST CORONA VIRUS RESPONSE ACT POLICY
(Contacts: Erwin Vidallon, Chief Financial Officer
Debbie Terwilleger, Director of Business Administration & Planning)

UNFINISHED BUSINESS

NEW BUSINESS

BOARD COMMENTS

ADJOURNMENT

UPCOMING BOARD MEETINGS

February 10, 2021	Capital Improvement Committee	5:00 PM	Remote Meeting
February 22, 2021	Regular Park Board Meeting	6:00 PM	Remote Meeting
February 24, 2021	Capital Improvement Committee	5:00 PM	Remote Meeting

*Remote meeting details can be found on the Metro Parks Website www.metroparkstacoma.org

*Committee Meetings are subject to change - please check the Metro Parks Website, www.metroparkstacoma.org for the most up to date meeting schedules.





**MINUTES OF REGULAR MEETING
BOARD OF PARK COMMISSIONERS
JANUARY 25, 2020**

PRESENT:

Erik Hanberg, President
Andrea Smith, Clerk
Aaron Pointer
Jessie Baines
Tim Reid

IN THE CHAIR: Erik Hanberg

PLACE: Remote call in meeting

REGULAR MEETING

The regular meeting of the Metropolitan Park District Board of Park Commissioners was called to order by Commissioner Hanberg at 6:00 p.m.

SPECIAL PRESENTATIONS PARKS CHAMPION AWARDS

The following organizations were recognized and thanked by the Board and Metro Parks staff for their partnership and contributions to the furthering the mission of the District in 2020:

- Greentrike for coordinating childcare for the urgent response to support medical and first Responders as COVID surged
- Northwest Youth Corp for connecting urban youth with nature as they give back to their community during challenging times
- NW Trek Foundation and Point Defiance Zoo Society who together provided over \$300,000 to support 33 essential part-time staff who were critical to ensuring animal health and care, and launched a successful community ask to support our two zoos
- Fort Nisqually Foundation for increasing their support of the museum by more than three-fold in 2020, contributing over \$72,000 to Fort operations and programs

PRESIDENTS REPORT

President Hanberg reminded the community to continue wearing masks.

STANDING COMMITTEE AND COUNCIL REPORTS

President Hanberg made the following Committee appointments:

- Capital Improvement Committee –Commissioner Pointer, Commissioner Baines (Commissioner Smith- Alternate)
- Joint Municipal Action Committee – Commissioner Baines, Commissioner Smith (Commissioner Reid Alternate)
- Zoo Liaison—Commissioner Smith, Commissioner Hanberg (Commissioner Reid Alternate)

- MPT/TPS Coordinating Committee—Commissioner Reid, Commissioner Baines (Commissioner Hanberg Alternate)
- MPT/COT Interlocal Policy Committee—Commissioner Hanberg, Commissioner Smith (Commissioner Baines Alternate)
- Pierce County Baseball Committee- Commissioner Pointer
- Greater Metro Parks Foundation – Commissioner Smith
- Active Lifestyles and Community Wellness Advisory Council—Commissioner Pointer
- Nature and Environment Advisory Council—Commissioner Reid
- Arts and Heritage Advisory Council—Commissioner Smith
- Business and Responsive Agency Advisory Council—Commissioner Baines

Joint Municipal Action Committee (JMAC)

Commissioner Smith commented that the JMAC met on January 15th. The agenda included moving forward with a contract with Rainforest Strategies to conduct a process for identifying joint initiatives for work through JMAC.

Greater Metro Parks Foundation

Commissioner Smith noted that she attended the January meeting. With the new Foundation Director now in place the meeting was focused on introductions and getting to know one another.

EXECUTIVE DIRECTOR’S REPORT

Executive Director, Shon Sylvia reported on the following:

- The CIC meeting for this Wednesday, January 27th is cancelled
- On November 17, 2020, Executive Director officially declared an emergency related to the Rocky Shores Walrus Exhibit underwater viewing. On January 20, 2021, the contract was awarded to Tradewinds Construction in the amount of \$138,180.88. A memo noting this contract award has been sent to the Board today.
- Fort Nisqually’s newest social media page on the platform TikTok has exploded! We have gone from 300 followers to over 5,000 since yesterday at noon. The Fort’s latest video has over 243,000 views and 65,300 likes the conversation in the comments is all positive discussion on how much people are enjoying the content and curiosity over the Fort.
- Tacoma Public Library is planning to launch their curbside service at ECC on February 2, in which individuals will be able to reserve, pick up, and return library materials at the walk-up café window next to the main entrance. The service will be offered on Tuesdays from 12:00-3:00. They will also be re-opening the book drop box at ECC in alignment with this new service.

COMMUNITY COMMENTS None

MINUTES OF THE JANUARY 11, 2020 REGULAR BOARD MEETING

Commissioner Pointer moved to adopt the minutes as presented; seconded by Commissioner Smith and passed on a vote of 5-0.

CONSENT AGENDA None**PURCHASING RESOLUTIONS****RESOLUTION NO. P6-21: AUTHORIZING PURCHASE OF GOODS AND SERVICES FOR METRO PARKS TACOMA**

1. TYLER TECHNOLOGIES INC., MUNIS DIVISION FOR SOFTWARE MAINTENANCE, TECHNICAL SUPPORT, AND OTHER SERVICES AS REQUESTED IN AN AMOUNT NOT TO EXCEED \$315,000 FOR 2021 & 2022
2. ACTIVE NETWORK LLC FOR SOFTWARE SUBSCRIPTION FEES, AND OTHER SERVICES AS REQUESTED IN AN AMOUNT NOT TO EXCEED \$160,000 FOR 2021 & 2022
3. WASHINGTON CITIES INSURANCE AUTHORITY (WCIA) FOR PROPERTY, LIABILITY AND AUTO INSURANCE IN AN AMOUNT NOT TO EXCEED \$1,772,000 FOR 2021 & 2022
4. WASHINGTON STATE AUDITOR'S OFFICE FOR FINANCIAL & ACCOUNTABILITY AUDIT IN AN AMOUNT NOT TO EXCEED \$140,000 FOR 2021 & 2022
5. SEATTLE FINEST SECURITY & TRAFFIC CONTROL FOR SECURITY SERVICES IN THE AMOUNT OF \$274,486.00 FOR 2021 & 2022

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Erwin Vidallon commented that the Tyler Technologies item supports all aspects of the District's budget and finance operations. He continued by stating this will also support a module assessment as recommended in the IT strategic plan.

Mr. Vidallon then noted that the Active Network item is to support the software used for all aspects of the District's registration, sales and memberships.

Mr. Vidallon then stated that the WCIA item is the biennial approval for property, liability and auto insurance for the District. WCIA also provides coverage for crimes such as computer fraud, data breach, forgery and theft.

Mr. Vidallon remarked that item 4, for the Washington State Auditor's Office is for the District's biennial financial audit needs for 2021-2022. The cost is approximately \$140,000 plus travel reimbursement. There is no increase expected from 2019-20 as the level of work remains the same for the Federal Single, Financial, and Accountability Audits. The Financial

audit has been expanded from prior years to incorporate the Greater Metro Parks Foundation and the Eastside Community Center QALIC B component units.

Alan Varsik commented on item 5, stating that Seattle’s Finest Security is a new contract for safety and security needs for the District. The proposals contained two scopes of service, Scope A for PDZA and Scope B for Parks & Recreation. On November 24, 2020 two companies were interviewed: Seattle’s Finest and Allied Universal Security. Seattle’s Finest was ranked as number one by reviewers based on their experience in similar facilities of size and type, their pricing, electronic monitoring technology, and the resumes of their key employees. Discussion ensued about training and background of Seattle’s Finest staff. Staff noted that these security officers are unarmed. Commissioners urged staff to work with Seattle’s Finest about the interaction with park guests, noting the difference between hired security and police.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

PUBLIC WORKS PURCHASING RESOLUTIONS

RESOLUTION NO. PW7-21: DICKMAN MILL EXPANSION AND HEAD SAW PROJECT REDSIDE CONSTRUCTION LLC – CHANGE ORDER NO. 2

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Debbie Terwilleger commented that this item was reviewed by the CIC on January 13th.

Ms. Terwilleger commented that funding for change order #2 in the not-to-exceed amount of \$200,000 is being requested to account for additional anticipated piling work. This change order allows for continuity of work and takes full advantage of the contractor’s pile driving equipment currently mobilized per the project’s critical path schedule and to meet the conditions of shoreline permitting (‘fish window’). She noted that even with this change order a health contingency is still left in the project.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

SINGLE READING RESOLUTIONS

RESOLUTION NO. R8-21: APPROVING THE ZOO SOCIETY AND GREATER METRO PARKS FOUNDATION OPERATING AGREEMENTS

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Alan Varsik commented that the agreement with the Zoo Society will provide essential fundraising/development functions on behalf of the Point Defiance Zoo & Aquarium as detailed in Exhibit A. The agreement will also provide essential fundraising/development functions in support of Northwest Trek Foundation as detailed in Exhibit B. It was noted that the Umbrella

agreement with the Zoo Society is for 2 years, however the agreement (exhibit B) with the NW Trek Foundation is for one year.

Marina Becker indicated that the agreement with the Greater Metro Parks Foundation will provide essential fundraising/development functions in support of the Parks and Recreation programs and places as detailed in Exhibit A. The agreement will also provide essential fundraising/development functions on behalf of W.W. Seymour Botanical Conservatory Foundation as detailed in Exhibit B. Ms. Becker noted that the Fort Nisqually Foundation is not a part of the agreement at this time as they are taking some time to work on the future vision for their organization.

Staff indicated that moving toward one agreement each with either a zoological/conservation focus or a parks and recreation focus is a more efficient means of operating and will provide enhanced support for all associated organizations. Shon Sylvia recognized Sandra Eliason for her work in coordinated this effort.

President Hanberg recognized and thanked all the foundations for their continued work in supporting the District.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

SECOND READINGS RESOLUTIONS None

FIRST READING RESOLUTIONS None

UNFINISHED BUSINESS None

NEW BUSINESS None

BOARD COMMENTS:

President Hanberg commented that he and his son have enjoyed using the District’s skate parks lately.

ADJOURN:

Being no further business, the meeting was adjourned at 7:00p.m.

APPROVED:

President

Clerk

Submitted by: Jennifer Bowman, Board Secretary



METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. C9-21

APPROVAL OF WARRANTS CLAIM FUND FOR JANUARY 2021

WHEREAS, the Board of Park Commissioners approved, appropriated and adopted the 2019-2020 Biennial Budget in Resolution No. RR92-18, dated December 10, 2018 to meet public expenses, bond retirement, interest and operational expenses for the biennium ending December 31, 2020; and

WHEREAS, the Board of Park Commissioners has authorized the Executive Director to establish procedures to meet the fiscal year public debt, to maintain accountable records of all transactions, and to provide certification that labor and debt claims have been met; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the warrants issued to meet obligations in the Warrants Claim Fund and the Disbursements by Funds in the amounts and for the period indicated on Attachment "A" have been audited and certified by the auditing officer as required by RCW.42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090, be approved for payment.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____, 2021.

ATTEST:

President:

Secretary

Clerk

BLANKET CERTIFICATION AND WARRANT APPROVAL FORM

AUDITOR'S CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the Metropolitan Park District of Tacoma, and that I am authorized to authenticate and certify to said claim.

FOR THE PERIOD STARTING JANUARY 1, 2021 AND ENDING JANUARY 31, 2021.

WARRANTS CLAIM FUND

ACCOUNTS PAYABLE CLAIMS FUND:

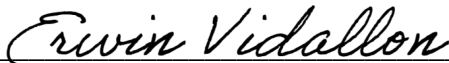
Warrant Serial Numbers 333480 to 333665 AMOUNT: \$5,696,854.61

PAYROLL CLAIMS FUND:

Warrant Serial Numbers 053272 to 053304 AMOUNT: \$29,500.77

(Most employees receive payment through direct deposit advices, which are paid to the bank through the Accounts Payable Claims Fund.)

TOTAL \$5,726,355.38



Finance and Accounting Auditing Officer
Metropolitan Park District of Tacoma

- Warrant summary reports are available with the board secretary.
- Detail reports and claim vouchers are available in the Finance and Administrative Services Office.



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Marty Stump, Deputy Director of Planning
Debbie Terwilleger, Director of Business Administration & Planning

SUBJECT: First Creek Community Space-- Final Acceptance for Construction of Climbing Boulders by Trust for Public Lands

DATE: February 3, 2021

EXECUTIVE SUMMARY: This resolution approves the acceptance of construction and installation of climbing boulders in the amount of \$325,099.04 by the Trust for Public Land (TPL)/ Kaiser Permanente and North Face in First Creek Community Space which is property being leased by MPT from Tacoma Public Schools (with Eastside Community Center).

BACKGROUND: The Trust for Public Land is a national nonprofit organization that partners with community organizations and individuals for the purpose of planning and creating parks/ open spaces that contribute to healthy, livable communities. TPL receives grants from Kaiser Permanente and facilitates the implementation of improvement projects within the community. First Creek Community Space was chosen for its health-focused activation of an underutilized space to complement First Creek Middle School, Eastside Community Center and take advantage of the proximity to Swan Creek Park and Pipeline Trail

TPL worked with MPT and TPS staff to lead a Participatory Design Process for multiple community engagements for input and feedback to meet the neighborhood's desires. This project involved community outreach, design, procurement, construction and construction administration from TPL. The project provided new climbing boulders with safety surfacing, site furniture, pathways and fencing valued at \$325,099.04.

A Memorandum of Understanding outlined the parties' respective roles and responsibilities for the project. MPT has full ownership of the improvements and their maintenance once accepted. Staff and TPL provided a punch list. All items are complete and satisfy MPT requirements.

FISCAL IMPACT: The Trust for Public Lands provided all the related design and construction services for this project. The total value of this improvement was \$325,099.04.

ADDITIONAL INFORMATION: For additional information, please contact Business Administration & Planning Director Debbie Terwilleger at 253-305-1086.

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. C10-21

**FIRST CREEK COMMUNITY SPACE
FINAL ACCEPTANCE FOR CONSTRUCTION OF CLIMBING BOULDERS
BY TRUST FOR PUBLIC LANDS**

WHEREAS, Metro Parks Tacoma maintains and operates the First Creek Community Space; and

WHEREAS, the Trust for Public Land worked with Metro Parks Tacoma and Tacoma Public Schools staff to lead a Participatory Design Process with multiple community engagements for input and feedback to meet the neighborhood's desires; and

WHEREAS, The Trust for Public Lands, using a donation from Kaiser Permanente and North Face, installed climbing boulders with safety surfacing, site furniture, pathways and fencing at the First Creek Community Space; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to: accept the climbing boulders with safety surfacing, site furniture, pathways and fencing valued at \$325,099.04 from the Trust for Public Lands, Kaiser Permanente and North Face.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____2021.

President

ATTEST:

Secretary

Clerk



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Marina Becker, Director of Parks and Recreation Department
Pete Mayer, Deputy Executive Director

SUBJECT: Purchasing Resolution

DATE: February 2, 2021

EXECUTIVE SUMMARY: This resolution authorizes the Executive Director to enter into the necessary agreements for the purchase and acquisition of the goods and services detailed in Exhibit A to the Resolution and in the supporting information below.

Proposed goods and services for purchase and/or acquisition:

<u>Item Number</u>	<u>Proposed Vendor</u>	<u>Proposed Purchase</u>	<u>Price (With Sales Tax)</u>
1.	Associated Petroleum Product Inc.	Bulk Fuel (Resale and Operating)	\$200,000.00
2.	Petro Card	Fuel, Unleaded and Diesel	\$100,000.00
3.	Voyager Fleet Systems Inc.	Fuel, Unleaded and Diesel	\$80,000.00
4.	Berk Consulting	Contract Amendment #2 for shared services analysis, recommendations and implementation	\$90,000.00

Item No. 1

VENDOR
GOODS OR SERVICES
PRICE
SOURCE OF FUNDING
CONTACT

Associated Petroleum Product Inc.
Bulk Fuel (Resale and Operating)
Not to exceed \$200,000.00 - Parks and Recreation
2021 Parks and Recreation Operating Budget.
Marina Becker- (253) 305-1024

BACKGROUND: Associated Petroleum holds the State Contract (#00311) for bulk propane and fuel, which was originally awarded in 2011, they have been supplying both gasoline and propane for resale and operations for several years. The Boathouse Marina is the primary user of Associated Petroleum supplying fuel for resale. Meadow Park Golf Course, has a fuel tank on site, and uses fuel for their vehicles and equipment for maintenance and operations and the Tacoma Nature Center uses propane for heating.

FISCAL IMPACT: Funding for this purchase will be from Parks and Recreation Department 2021 Operating Budget.

ADDITIONAL INFORMATION: For additional information, please contact Marina Becker at (253) 305-1024

Item No. 2

VENDOR	Petro Card
GOODS OR SERVICES	Fuel, Unleaded and Diesel
PRICE	Not to exceed \$100,000.00
SOURCE OF FUNDING	2021 Parks and Recreation Department Operating Budget
CONTACT	Marina Becker- (253) 305-1024

BACKGROUND: PetroCard Systems Inc. holds the State Contract (#00311) for fuel, which was originally awarded in 2011. The Parks and Recreation Department utilizes many different vendors for fueling options such as PetroCard Systems, Inc., Voyager Fleet Systems and Associated Petroleum Product. In an effort to minimize drive times for efficiency we strive to have fueling options throughout the City, providing staff several locations to fuel their vehicles and equipment. We are also able to reduce our carbon foot print by having multiple fueling locations available in close proximity to work sites.

FISCAL IMPACT: Funding for this purchase will be from the Parks and Recreation Department 2021 Operating Budget.

ADDITIONAL INFORMATION: For additional information, please contact Marina Becker at (253) 305-1024.

Item No. 3

VENDOR	Voyager Fleet Systems Inc.
GOODS OR SERVICES	Fuel, Unleaded and Diesel
PRICE	Not to exceed \$80,000.00
SOURCE OF FUNDING	2021 Parks and Recreation Department Operating Budget
CONTACT	Marina Becker- (253) 305-1024

BACKGROUND: Voyager Fleet Systems Inc. holds the State Contract (#00612) for fuel, which was originally awarded in 2013. The Parks and Recreation Department utilizes many different vendors for fueling options such as PetroCard Systems, Inc., Voyager Fleet Systems and Associated Petroleum Product. In an effort to minimize drive times for efficiency we strive to have fueling options throughout the City, providing staff several locations to fuel their vehicles

and equipment. We are also able to reduce our carbon foot print by having multiple fueling locations available in close proximity to work sites.

FISCAL IMPACT: Funding for this purchase will be from the Parks and Recreation Department 2021 Operating Budget.

ADDITIONAL INFORMATION: For additional information, please contact Marina Becker at (253) 305-1024.

Item No. 4

VENDOR	BERK Consulting
GOODS OR SERVICES	Shared services analysis, recommendations & implementation
PRICE	Contract Amendment #2 Not to exceed \$90,000.00
SOURCE OF FUNDING	2021 Governance & Direction Department Budget
CONTACT	Pete Mayer- (253) 260-2802

BACKGROUND: This resolution authorizes the Executive Director to execute a contract amendment #2 with BERK Consulting in an amount not to exceed \$ 90,000 for additional professional services related to data collection and analysis of potential shared services between the City of Tacoma and Metro Parks and to provide recommendations and implementation of prioritized services and properties to be transferred.

The City of Tacoma and the Metropolitan Park District of Tacoma have been engaged in a collaborative effort to effectively manage a rapidly evolving parks, facilities and natural areas system and achieve efficiencies of scale through sharing of services where appropriate. The ultimate goal is for both parties to gain efficiencies by reducing overhead and ensure a more comprehensive and equitable park system for the community.

Considerable progress has been made to date:

- **2018:** seven core principles established the framework for improved working relationships between the two entities.
- **2019:** fourteen protocols articulated specific actions the City and MPT will jointly pursue to reduce costs, improve efficiencies and continue to work toward the goal of Metro Parks serving as the City’s exclusive provider of parks and recreation services, facilities and amenities supported by stable and sustainable resources.

Despite the disruption of the COVID-19 pandemic, the parties persevered in their collaborative work. In the summer of 2020, the City of Tacoma and Metro Parks engaged BERK consulting in a \$30,000 contract to more deeply explore services and programs that could be shared or transferred to better align and leverage the competencies of each agency. Immediate assistance was sought to assessing, validating and analyzing costing data associated with particular municipal, public works, parks, ground and facilities maintenance related services. The parties desired guidance in determining a preferred strategy (i.e. prioritized, phased, pilots, etc.) to share and/or transfer services between the organizations that can then lead to the shifting of agreed upon programs/services and associated costs so that such actions may be reflected in their respective 2021-22 agency budgets.

Phase 1 work included analysis of various general fund expenses by both the City and MPT and divided into multiple tasks, including data collection, analysis, recommendations and reporting. The parties authorized amendment #1 to the contract- extending the contract to up to \$50,000 to support the additional analysis required due to the availability and variability of requested data. The parties agreed to sharing the cost of the underlying contract and amendment #1.

Phase 2 work includes establishing proof of concept by

- transitioning select services and properties that can demonstrate success and generate lessons learned applicable to the transition of other services and properties in future phases;
- creating a transition plan with full consideration of financial, operational, workforce and other considerations for each selected service and property;
- implementing that plan;
- evaluating the success and documenting lessons learned for application in future implementation phases.

FISCAL IMPACT: Staff reviewed a proposal from BERK and recommends the Board authorize the Executive Director to execute a contract amendment not to exceed \$90,000 with BERK consulting for a total of \$140,000 to complete Phase 1 and commence Phase 2 of the work. Staff are exploring a cost share partnership for amendment #2.

The original contract and subsequent amendments are listed below.

September 2020	Original Contract- Phase 1	\$30,000
November 2020	Amendment #1- Phase 1	Not to exceed \$50,000
February 2021	Amendment #2- Phase 1 & 2	Not to exceed \$90,000

ADDITIONAL INFORMATION: For additional information, please contact Peter Mayer, Deputy Executive Director, peterm@tacomaparks.com , 253.260.2802

METROPOLITAN PARK DISTRICT OF TACOMA

PURCHASING RESOLUTION NO. P11-21

**AUTHORIZING PURCHASE OF
GOODS AND SERVICES FOR METRO PARKS TACOMA**

WHEREAS, the Board of Park Commissioners have established polices governing the purchase of good and services for Metro Parks Tacoma through the adoption of Resolution No. RR21-15, Authorizing Amendment of Purchasing Policy for Metropolitan Parks District of Tacoma; and

WHEREAS, the Board of Park Commissioners through the adoption of Resolution No. R51-02, Adopting Board Policies and Procedures, authorized the use of a Purchasing Resolution for consolidation of all purchases seeking approval by the Board of Park Commissioners; and

WHEREAS, Metro Parks staff recommends the Board of Park Commissioners authorize the purchase of goods and services detailed below; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to authorize the Executive Director to enter into the necessary agreements to purchase or acquire the following goods and services as detailed in Exhibit A to this resolution.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____, 2021.

ATTEST:

President

Secretary

Clerk

Exhibit A
to
Purchasing Resolution No. P11-21

Item No. 1

VENDOR	Associated Petroleum Product Inc.
GOODS OR SERVICES	Bulk Fuel (Resale and Operating)
PRICE	Not to exceed \$200,000.00 - Parks and Recreation
SOURCE OF FUNDING	2021 Park and Recreation Department Operating Budget
CONTACT	Marina Becker- (253) 305-1024

Item No. 2

VENDOR	Petro Card
GOODS OR SERVICES	Fuel, Unleaded and Diesel
PRICE	Not to exceed \$100,000.00
SOURCE OF FUNDING	2021 Park and Recreation Department Operating Budget
CONTACT	Marina Becker- (253) 305-1024

Item No. 3

VENDOR	Voyager Fleet Systems Inc.
GOODS OR SERVICES	Fuel, Unleaded and Diesel
PRICE	Not to exceed \$80,000.00
SOURCE OF FUNDING	2021 Park and Recreation Department Operating Budget
CONTACT	Marina Becker- (253) 305-1024

Item No. 4

VENDOR	BERK Consulting
GOODS OR SERVICES	Shared services analysis, recommendations & implementation
PRICE	Contract Amendment #2 Not to exceed \$90,000.00
SOURCE OF FUNDING	2021 Governance & Direction Department Budget
CONTACT	Pete Mayer- (253) 260-2802



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Peter M. Mayer, Deputy Executive Director

SUBJECT: Metro Parks Tacoma and Port of Tacoma Inter-local Agreement

DATE: February 2, 2022

EXECUTIVE SUMMARY: MPT and the Port of Tacoma find it mutually beneficial and in the public interest for the parties to jointly contribute financial resources to support the development of a community-based collaborative and innovative strategies supporting recovery from the COVID-19 pandemic. They have also pledged to center such efforts around equity and eliminating racism. Together with other governmental partners who participate in the Joint Municipal Action Committee (JMAC) have identified common interests and wish to better leverage the collective strengths and initiatives by engaging outside expertise to assist with:

- 1) Facilitating discussions on how to use the COVID-19 pandemic as a catalyst to identify and prioritize collaborative opportunities;
- 2) Developing a “common language” and expectations between policy-makers and staff to enable JMAC to work more effectively and efficiently; and
- 3) Developing a process that illustrates how multiple public jurisdictions can better serve the same community by better integrating projects and initiatives for greater collective impact and increased sustainability.

This Inter-local agreement (ILA) authorizes the Port of Tacoma to contribute a lump-sum share (\$6,000) of funding supporting external consultant costs.

BACKGROUND: The parties actively participate in the Joint Municipal Action Committee (JMAC)- a coalition of Tacoma-Pierce County public agencies that includes the Pierce County, Puyallup Tribe of Indians, Pierce Transit, the City of Tacoma and the Tacoma School District – who desires to collectively re-imagine our community’s new normal in light of the COVID-19 pandemic.

JMAC policy-makers acknowledge the inherent realities that systematic racism is present in governmental systems and that immense disparities exist in what different Tacoma residents experience as normal. They wish to leverage the collaboration which surged throughout the

COVID-19 pandemic to strengthen these relationships and continue to create a greater connection between government entities and community members.

Soliciting Assistance

Metro Parks agreed to prepare a Request for Proposals (RFP), facilitated a selection committee in choosing a consultant and manage the consultant contract. Rainforest Strategies has been selected as the preferred firm to engage in the prescribed work. Total project costs have been estimated to be \$30,000.

The elected representatives from Metro Parks, the City of Tacoma, Pierce County, Tacoma School District and the Port of Tacoma agreed to ask their leadership and/or governing bodies for up to \$6,000 for consultant costs.

Pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is authorized to perform. The contract must be authorized by the governing body of each organization and must set forth its purposes, powers, rights, objectives and responsibilities of the contracting governments.

The scope of the ILA includes four projects in two phases:

- 1) Charter documents for a JMAC governance structure – Phase 1;
- 2) Identifying and discussing JMAC pilot projects - Phase 1;
- 3) Asset mapping of the five governments to better understand overlapping initiatives, as well as community needs – Phase 2; and
- 4) Community immersion event with stakeholders – Phase 2.

This agreement is effective upon the last date of execution of both parties and will continue through the completion of the project. Pandemic restrictions may impact community outreach events and the contract end.

Next Steps:

The Port of Tacoma Commission will consider this ILA at their February 18, 2021 regular meeting. Upon the Port's adoption, soon thereafter the respective Executives will execute the agreement. Metro Parks will finalize the contract with the consultant and soon thereafter the work may commence.

FISCAL IMPACT: Metro Parks is serving as the fiduciary agent and providing project management services for this JMAC work. Metro Parks will seek reimbursement for project costs from participating agencies, including invoicing the Port of Tacoma for its share upon completion of the work- estimated to be June 30, 2021.

FOR MORE INFORMATION: For additional information, please contact Peter Mayer, Deputy Executive Director, at peterm@tacomaparks.com or 253.260.2802.

METROPLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R13-21

**ADOPTING AN INTER-LOCAL AGREEMENT BY AND BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA AND PORT OF TACOMA**

WHEREAS, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform; provided, that such contract must be authorized by the governing body of each Party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting Parties; and

WHEREAS, the Parties find it mutually beneficial and in the public interest to jointly contribute financial resources to support the development of community-based collaborative and innovative strategies supporting recovery from the COVID-19 pandemic; and

WHEREAS, the parties actively participate in the Joint Municipal Action Committee (hereafter, “JMAC”)- a coalition of Tacoma-Pierce County public agencies that includes the Parties, Pierce County, the City of Tacoma and the Tacoma School District – who desires to collectively re-imagine our community’s new normal in light of the COVID-19 pandemic, and

WHEREAS, the parties desire to enter into an agreement to make more efficient use of the powers granted to them; to cooperate and collaborate with each other as local governmental units, municipalities and organizations for mutual advantage; and, thereby to provide services, facilities and planning in a manner and in accordance with various geographic, economic and demographic factors influencing the needs and recovery of the greater Tacoma community, and

WHEREAS, the Port is engaged in a strategic planning process and has identified five foundational goals, including advancing the Port’s commitment to greater Pierce County by promoting partnerships and engaging with the community in a transparent and accessible way, and

WHEREAS, the Port desires to further its purpose of regional economic development and vitality and believes that these goals can be more effectively advanced as a result of community-based collaboration strategies including refinements to the JMAC governance structure, and

WHEREAS, the parties intend by this Agreement to adopt certain form documents that will be utilized by the Parties to facilitate the transaction of services and Work as described above and those documents shall incorporate by reference the provisions of this Agreement, now, therefore be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that they hereby authorize the Executive Director to negotiate final terms and the signing of the Inter-local Agreement attached to this resolution.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District at a regular meeting held on _____ 2021.

ATTEST:

President

Secretary

Clerk

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA AND THE PORT OF TACOMA
FOR
MUTUAL COOPERATION AND SUPPORT REGARDING THE DEVELOPMENT OF INNOVATIVE
COMMUNITY COLLABORATION STRATEGIES TO RECOVER FROM THE COVID-19 PANDEMIC**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2021 (for reference purposes only) by and between the Metropolitan Park District of Tacoma, a municipal corporation (hereafter, "Metro Parks"), and the Port of Tacoma, a Port District formed under RCW Chapter 53.04 (hereafter, the "Port"), (sometimes referred to herein singularly as a “Party” of collectively as the “Parties” pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) and based upon the following terms and conditions:

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform; provided, that such contract must be authorized by the governing body of each Party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting Parties; and

WHEREAS, the Parties find it mutually beneficial and in the public interest to jointly contribute financial resources to support the development of community-based collaborative and innovative strategies supporting recovery from the COVID-19 pandemic; and

WHEREAS, the parties actively participate in the Joint Municipal Action Committee (hereafter, “JMAC”)- a coalition of Tacoma-Pierce County public agencies that includes the Parties, Pierce County, the City of Tacoma and the Tacoma School District – who desires to collectively re-imagine our community’s new normal in light of the COVID-19 pandemic, and

WHEREAS, the parties desire to enter into an agreement to make more efficient use of the powers granted to them; to cooperate and collaborate with each other as local governmental units, municipalities and organizations for mutual advantage; and, thereby to provide services, facilities and planning in a manner and in accordance with various geographic, economic and demographic factors influencing the needs and recovery of the greater Tacoma community, and

WHEREAS, the Port is engaged in a strategic planning process and has identified five foundational goals, including advancing the Port’s commitment to greater Pierce County by promoting partnerships and engaging with the community in a transparent and accessible way, and

WHEREAS, the Port desires to further its purpose of regional economic development and vitality and believes that these goals can be more effectively advanced as a result of community-based collaboration strategies including refinements to the JMAC governance structure, and

WHEREAS, the parties intend by this Agreement to adopt certain form documents that will be utilized by the Parties to facilitate the transaction of services and Work as described above and those documents shall incorporate by reference the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. Incorporation of Recitals. The above stated recitals are true and correct to the best of the Ports' and Metro Parks' knowledge and are incorporated by this reference as though fully set forth herein.

SECTION 2. Purpose. The purpose of this Agreement is to provide for the joint funding by the Parties and other JMAC participants in the retention of one or more consultants to perform the following:

- (1) facilitate discussions on how to use the COVID-19 pandemic as a catalyst to identify and prioritize opportunities for collaboration;
- (2) develop "common language" and expectations between policy-makers and staff to enable JMAC to work more effectively and efficiently; and
- (3) develop a process that demonstrates how multiple public jurisdictions can better serve the same community by better integrating projects and initiatives for greater collective impact and increased sustainability over time.
(Hereinafter the "Work").

SECTION 3. Deliverables. Metro Parks have issued a request for proposals (RFP) for the consultant(s) to perform the Work and will select the consultant(s). The consultant(s) deliverables are expected to include but are not limited to the following:

- Charter documents for a JMAC governance structure
- Process management and meeting facilitation
- Asset mapping of the five governments to better understand overlapping initiatives, as well as community needs

SECTION 4. Funding Obligations. The Parties acknowledge and agree that due to the nature of the Work and the necessity to consider input from all of the JMAC members, the deliverables may change and the cost to perform the Work may change. Metro Parks presently estimates the Work to cost Thirty Thousand Dollars (\$30,000) and the Port hereby agrees that its funding obligation under this Agreement is not to exceed Six Thousand Dollars (\$6,000) (hereinafter referred to as the "Funds") unless otherwise approved by the Parties as provided below. The Port will pay the Funds to Metro Parks, to be used exclusively to reimburse Metro Parks for the Work pursuant to Section 6.

SECTION 5. Timeline. Metro Parks anticipates the Work to commence in January 2021 and conclude by June 30, 2021.

SECTION 6. Request for Reimbursement. Metro Parks shall, upon completion of the Work, submit a request to the Port for a lump sum payment of Six Thousand Dollars (\$6,000) for the Port's proportional reimbursement of the cost for the Work. Metro Parks shall apply the Funds exclusively to expenses incurred for the Work.

SECTION 7. Integration and Amendment. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effectiveness of this Agreement. The provisions of this Agreement may be amended, but only with the mutual written consent of the parties. All amendments and/or addendums shall be incorporated into this original Agreement, and shall not supersede, replace, or otherwise alter the original Agreement unless otherwise indicated. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the Port's Executive Director and Metro Parks' Executive Director. The Parties may, from time to time, need to enter into separate Memoranda of Understanding/ agreements further clarifying the deliverables from the consultant(s) and/or setting forth other related collaborations.

Amendments and/or addendums may be administratively approved by the Port's Executive Director and Metro Parks' Executive Director or designee, unless applicable laws require otherwise.

Section 8. No Separate Legal Entity. It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. Metro Parks shall remain responsible for administering the Work, on behalf of the Port and the other members of JMAC. The Port shall have no obligation to any party providing labor, services, equipment or materials used in the Work except as expressly provided in this Agreement.

Section 9. Indemnification. Metro Parks agrees to indemnify and hold harmless the Port, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by Metro Park's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, Metro Parks shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

The Port agrees to indemnify and hold harmless Metro Parks, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the Port's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the Port shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

Section 10. Dispute Resolution. In the event of a dispute between the Port and Metro Parks arising out of or relating to this Agreement, the Port Executive Director and Metro Parks Executive Director or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by the Port Executive Director and Metro Parks Executive Director, the dispute may be submitted to mediation or proceed to arbitration as provided below.

Section 11. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. In the event that a dispute cannot be resolved through the process specified in Section 10 above, the Parties agree to submit the matter to binding arbitration. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington. The prevailing party in any arbitration arising out of this Agreement shall be entitled to reasonable attorney's fees, costs and expert witness fees. The Parties agree that each of them is adequately

represented by independent counsel, and that both Parties shared equally in the drafting of this Agreement. Therefore, this Agreement shall not be construed either for or against the Port or Metro Parks as drafter, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

Section 13. Invalid Provisions/Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the Parties.

Section 14. Termination of Agreement. This Agreement may be terminated for any reason after written notice and upon mutual agreement of the Parties.

Section 15. Filing. Prior to its entry into force, this Agreement shall be filed with the Pierce County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

Section 16. Counterparts. This Agreement may be executed in counterparts, and all such counterparts once so executed together constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, is a complete original, binding on the Parties. A faxed or email copy of an original signature has the same force and effect as the original signature.

Section 17. Notice. Any notice required under this Agreement must be to the Party at the address or email listed below and shall become effective three (3) days following the date of deposit with the United States Postal Service or email distribution.

Metropolitan Park District of Tacoma
4702 S. 19th Street
Tacoma, WA 98405
Attn: Peter M. Mayer
Email: peterm@tacomaparks.com

Port of Tacoma
PO Box 1837
Tacoma, Washington 98401
Attn: Evette Mason
Email: emason@portoftacoma.com

The Parties may change the contact person by providing notice as specified above to the other Party.

This Agreement shall become effective on the date of the last authorizing signature affixed hereto.

PORT OF TACOMA

By: Eric Johnson (Date)
Port of Tacoma Executive Director

APPROVED AS TO FORM:

Heather Burgess (Date)
Port General Counsel

METROPOLITAN PARK DISTRICT OF TACOMA

By Shon Sylvia (Date)
Executive Director

Erwin Vidallon (Date)
Chief Financial Officer

APPROVED AS TO FORM:

Mark R. Roberts (Date)
Metro Parks General Counsel

James McDonald (Date)
Metro Parks Risk Manager



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Erwin Vidallon, Chief Financial Officer
Debbie Terwilleger, Director of Business Administration & Planning

SUBJECT: Families First Coronavirus Response Act (FFCRA) Policy (552.008)

DATE: February 8, 2021

EXECUTIVE SUMMARY: The Families First Coronavirus Response Act, approved by Congress and the President in spring 2020 as the impacts of the pandemic grew, provides temporary protected leave and employer-paid leave benefits for absences arising from the COVID-19 outbreak. The District adopted a policy that implemented the federal standards, but the policy had an end date of December 31, 2020. MPT's Organizational Development and Human Resources (ODHR) team recommends extending of this policy in alignment with the national and/or state of emergency, which is endorsed by MPT's Executive Cabinet.

BACKGROUND: This policy is administered in accordance with the FFCRA statute, regulations and evolving federal guidance. Even though the Emergency Paid Sick Leave (EPSL) officially ended when the Cares Act legislation ended December 31, 2020, organizations were given the opportunity to extend the use of the EPSL should they choose.

The proposed changes to the policy include:

1. Extending the employer-paid benefits in alignment with the national and/or state of emergency. The policy will continue to allow staff to use any remaining days of EPSL for reasons related to COVID-19, including if the employee is experiencing symptoms, to care for eligible individuals who is in isolation or quarantine, and to care for a child.
2. The proposed changes to the policy will also allow the use of the EPSL leave if employees experience adverse reactions to the vaccination.

Full-time employees are eligible for up to 80 hours of EPSL, and part-time employees are entitled to EPSL equal to the number of hours they typically work during a two-week period. Any EPSL leave is available in addition to accrued leave already earned.

FISCAL IMPACT: This employer-paid leave was mandated by the federal government and applies to nearly every employee. MPT is strongly recommending continuing to make the EPSL leave available to all staff in alignment with the national and/or state of emergency. However, it is impossible to predict

how many employees will need to use either of these leave options, or for how long. Each MPT Department will cover the cost of its respective employees utilizing this leave, just as they do with other forms of leave, including sick leave.

ADDITIONAL INFORMATION: Should you have questions or require additional information please contact Erwin Vidallon, Chief Financial Officer at 360-970-9482 or erwinv@tacomaparks.com.

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. RR14-21

ADOPTING DISTRICT FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY

WHEREAS, the Board of Park Commissioners recognizes the importance of aligning district policy with Federal and State laws and regulations; and

WHEREAS, consistent with 000.001 Policy and Procedures of the Board of Park Commissioners, the Board retains authority to authorize, amend and repeal policies; and

WHEREAS, the United States Congress and President approved the Families First Coronavirus Response Act (FFCRA) to provide temporary protected leave and paid leave benefits for certain absences beginning April 1, 2020; and

WHEREAS, while Metro Parks Tacoma already provides paid sick leave to employees, the FFCRA expands eligibility and benefits in response to the COVID-19 pandemic; and

WHEREAS, the policy being brought forward has been thoroughly reviewed by staff, legal counsel, and the union steward in order to provide clear direction for application; and

WHEREAS, this policy will not compromise the quality of service or programs provided to the community, now, therefore be it,

RESOLVED that the Board of Park Commissioners of the Metropolitan Park District of Tacoma update Policy 552.008 Families First Coronavirus Response Act attached hereto.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____, 2020.

ATTEST:

President

Secretary

Clerk

FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY

Policy No.: 552.008	Resolution No.: RR40-20	Date Approved: 10/12/20		Supersedes the following Resolutions & Policies:
Date procedures adopted by the Executive Director:			Procedure revision date:	Procedures approved by the Executive Director:

POLICY: (Adopted by the Board of Park Commissioners)

Purpose: This policy provides temporary protected leave and paid leave benefits for certain absences arising from the COVID-19 outbreak in accordance with the federal Families First Coronavirus Response Act (FFCRA). The benefits available under this policy are available beginning on April 1, 2020. This policy will be administered in accordance with the FFCRA statute, regulations, and federal guidance. The FFCRA provides for two categories of leave. The first expands existing FMLA coverage to provide up to 12 weeks of partially-paid Public Health Emergency Leave (“PHEL/FMLA”) for eligible employees forced to miss work due to closure of their child’s school or the unavailability of the child’s childcare provider for reasons related to COVID-19. The second provides up to 10 days of Emergency Paid Sick Leave (“EPSL”) for various reasons related to the COVID-19 outbreak. Details regarding each category of leave are provided in the sections below.

Policy Requirements:
Section I.

Public Health Emergency Leave (PHEL/FMLA)

- A. **Eligibility.** Employees who have worked for Metro Parks Tacoma for at least 30 calendar days are eligible for PHEL/FMLA leave. An employee need not meet the eligibility requirements for regular FMLA (12 months of employment and 1250 hours worked in the prior year) to be eligible for PHEL/FMLA.
- B. **Leave Entitlement.** An eligible employee may take up to 12 weeks of protected leave if the employee is unable to work, or telework, based on a need to care for the employee’s child under age 18 because the child’s school or place of care has been closed, or the child’s child care provider is unavailable due to a public health emergency. A public health emergency means an emergency with respect to COVID-19 declared by a federal, state, or local authority. Per federal regulations, this leave is not available if another suitable individual is available to provide care. PHEL/FMLA may be taken intermittently only if approved by Metro Parks Tacoma. PHEL/FMLA is part of an employee’s regular FMLA leave entitlement. Accordingly, if an employee has already used FMLA for other purposes during the FMLA leave year, the amount of available PHEL/FMLA will be reduced by the amount of FMLA leave already taken. PHEL/FMLA leave will be available through December 31, 2020.
- C. **Partial Pay Entitlement.** The first 10 days of PHEL/FMLA will be unpaid, although employees may elect to use accrued leave or Emergency Sick Leave during this period. For leave beyond the first 10 days, Metro Parks Tacoma will pay two-thirds of the employee’s regular pay. Pay is calculated based on the number of hours an employee would otherwise have been scheduled to work. For employees with variable hours, hours will be determined based on the average number of hours scheduled over the six-month period preceding the leave (including paid leave hours) or on a reasonable expectation at the time of hire as to the hours per day the employee would normally be scheduled to work. Employees may elect to supplement the PHEL/FMLA paid benefit with their accrued leave.
- D. **Notification and Verification.**
 - 1. Employees who need to take PHEL/FMLA leave should notify Human Resources as soon as practicable after the need for leave arises. Under the law, an employee seeking PHEL/FMLA leave must provide the following:
 - a) the employee’s name;
 - b) the date(s) for which leave is requested;
 - c) qualifying reasons for the leave;

- d) the name of the child(ren) being cared for and ages; (if over age 14, a statement that special circumstances exist to require the employee to provide care)
 - e) the name of the school(s) or childcare provider(s) that has/have closed or become unavailable; and
 - f) a representation that no other suitable person will be caring for the child while PHEL-FMLA leave is being used.
- E. This policy will be administered consistent with Metro Parks Tacoma's existing Family and Medical Leave (FMLA) policy, except as modified by the FFCRA.

Section II

Emergency Paid Sick Leave

- A. **Eligibility.** All employees of Metro Parks Tacoma are eligible for up to 80 hours of Emergency Paid Sick Leave (EPSL). EPSL may be fully paid or partially paid, depending on the reason for taking leave (as follows).
- B. **Covered Reasons for Using EPSL:** Employees are entitled to use EPSL when they are unable to work, or telework, for any of the following reasons:
1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19. This includes a shelter-in-place or stay-at-home order issued by federal, state or local government if the order precludes the employee from working; an employee who is able to telework or who is not covered by the order (e.g., those performing essential services as defined by the applicable order) would not be eligible to take leave for this reason.
 2. The employee has been advised by a health care provider or Metro Parks Tacoma to self-quarantine due to concerns related to COVID-19.
 3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis or is experiencing adverse reactions to the vaccination.
 4. To care for an individual who is self-isolating for one of the reasons described in (1) or (2) above. The individual needing care must be the employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined.
 5. To care for the employee's child under age 18 due to closure of the child's school or unavailability of the child's childcare provider due to COVID-19 precautions. A "child" is defined the same as under the FMLA; *i.e.*, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time leave is to commence.
 6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
- C. **Paid Leave Entitlement.** Full-time employees are entitled to up to 80 hours of EPSL Leave. Part-time employees are entitled to EPSL equal to number of hours they typically work over a two-week period. For employees with variable hours, hours will be determined based on the average number of hours scheduled over the six-month period preceding the leave (including paid leave hours) or on a reasonable expectation at the time of hire as to the hours per day the employee would normally be scheduled to work. Any EPSL Leave available under this policy is in addition to accrued leave to which an employee was already entitled under existing Metro Parks Tacoma policies or labor agreements.
- D. **Reduced Benefit for Certain Leaves; Cap on Sick Leave Amount.** Where EPSL is taken for reasons (1), (2), or (3) above (which cover leave due to the employee's own health or quarantine), the paid sick leave benefit is equal to the employee's regular rate of pay for the missed work time, provided that EPSL is capped at \$511 per day and \$5,110 in the aggregate when leave is taken for these reasons. Where leave is taken for reasons (4), (5), or (6) above (to care for another, to care for a child due to a school closure or unavailability of childcare, or where the employee is experiencing a substantially similar condition), the paid sick leave benefit is two-thirds of the employee's regular rate of pay, provided that EPSL is capped at \$200 per day and \$2,000 in the aggregate when leave is taken for one of these reasons. When utilizing the leave for reasons (4), (5), or (6) employees may elect to supplement the EPSL paid benefit with their accrued leave.
- E. **Use of Paid Sick Leave; Sequencing with Other Leave; Intermittent Use.** Employees may access EPSL for a covered reason before exhausting other accrued leaves. If an absence is covered

by this Emergency Paid Sick Leave policy and the PHEL/FMLA policy above, the employee may elect to use EPSL during the first 10 days of PHEL/FMLA in order to remain in paid status. If an employee is using EPSL intermittently due to a closure of a child's school or unavailability of the childcare provider, the employee may take leave intermittently only with the Metro Parks Tacoma's approval. An employee may also use EPSL intermittently with Metro Parks Tacoma's approval if unable to telework his/her normal schedule of hours due to a qualifying reason (for example, if an employee can telework in the morning, but needs to care for a child in the afternoon due to a school closure). Per federal regulations, where an employee is not teleworking, intermittent use of EPSL is not permitted when leave is taken for reasons (1), (2), (3), (4), or (6) above. In such cases, Emergency Sick Leave must be taken in full-day increments and once leave is initiated for one of these reasons, the employee must continue to use EPSL until either (i) the full amount of EPSL has been used; or (ii) the employee no longer has a qualifying reason for taking EPSL. The Department of Labor has explained that this requirement is imposed because if an employee is actually or possibly sick with COVID-19, or is caring for someone who is sick or possibly sick with COVID-19, the intent of the law is to provide paid leave to prevent the spread of the virus.

- F. **Carryover; Termination of Benefit.** The EPSL benefit will be in alignment with and expire based off of the national and/or state of emergency, expires on December 31, 2020; any unused EPSL will not be carried over to the next calendar year or merged into other leave banks. Additionally, the entitlement to EPSL ceases beginning with the employee's next scheduled work shift immediately following the termination of the need for paid sick leave. However, to the extent an employee subsequently needed additional time off for another covered reason prior to December 31, 2020, the employee could use any remaining EPSL.
- G. **Notification.** An employee who needs to take EPSL should notify their supervisor as soon as practicable. After the first workday (or portion thereof) that an employee takes EPSL, the employee must follow the notice requirements required for use of regular sick leave
- H. **Verification.** An employee requesting EPSL must: specify the qualifying reason for requesting leave; state that the employee is unable to work or telework, for that specified reason; and provide the date(s) for which leave is requested. Depending on the type of leave taken, the employee must provide the following additional information to substantiate the leave request:
1. Where leave is taken due to the recommendation of a health care provider to self-quarantine, the name of the health care provider making the recommendation; or
 2. Where leave is taken due to a school closure or unavailability of a childcare provider: (1) the name of the child(ren) being cared for; (2) the name of the school(s) or childcare provider(s) that has/have closed or become unavailable; and (3) a representation that no other suitable person will be caring for the child while EPSL is being used.