

**INTERLOCAL AGREEMENT
BETWEEN**

**THE METROPOLITAN PARK DISTRICT OF TACOMA
AND
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between the Metropolitan Park District of Tacoma, a municipal corporation, hereinafter "Metro Parks", and the Tacoma Pierce County Health Department, a public health department, hereinafter "the Department" for the purposes described herein (collectively the "Parties").

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; and

WHEREAS, the Department and Metro Parks find it mutually beneficial and in the public interest to pursue a collaboration with partner organizations, agencies and jurisdictions for public health and administrative services; and

WHEREAS, the Department and Metro Parks desire to work towards helping improve community engagement and enabling alignment of similar policies and practices to build trust between government and communities experiencing health inequities; and through the leveraging of shared subject matter expertise; and

WHEREAS, Metro Parks desires to leverage community outreach and engagement subject matter expertise and health policy services and services from the Department; and

WHEREAS, the Department and Metro Parks find it mutually beneficial and in the public interest to enter into shared services agreement;

Now, therefore, in consideration of the mutual covenants and agreement herein, the adequacy of which is acknowledged by the parties, the Department and Metro Parks agree as follows:

AGREEMENT

1. Provision of Services.

- 1.1 The Department agrees to provide services to align practices and policies to benefit community outreach and engagement, and equity by providing a C4E Project Manager position, hereinafter called “the position”, as further described in Attachment A, B and C who will implement communication strategies, consultation, training, technical assistance, and tools to ensure community engagement best practices; ensure pro-equity decision-making is incorporated across Pierce County governments and agencies; and will provide leadership and direction to the Equity Action Collaborative (EAC) which currently includes the Department, the City of Tacoma and Metro Parks.
- 1.2 The position for purposes of this Agreement shall be deemed an employee of the Department and not Metro Parks. The Department shall pay the position’s salary and make the employer’s contributions for retirement, social security, health insurance, workers compensation and other similar benefits.
- 1.3 If the current position becomes vacant and is not available to provide the requested services, the Department shall employ an alternate to complete the deliverables provided for in this Agreement.
- 1.4 The position shall comply with the Department’s policies, procedures, rules, and local resolutions and ordinances.
- 1.5 The Deputy Director of the Department will have exclusive supervisory responsibility for the position. The Department is responsible for performing routine performance appraisals, developing, and implementing performance improvement plans, and developing professional development plans. Any training, professional development and meetings that are in the interest of all parties shall be considered for the position. The Department agrees to consult and coordinate the positions performance and conduct related issues as circumstances arise and work plan progress and deliverables with Metro Parks and members of the CEC. The Deputy Director of the Department will notify Metro Parks if disciplinary action is taken. The Department will have exclusive authority to exercise disciplinary action up to and including termination.
- 1.6 The parties agree to provide appropriate workspace, tools and equipment necessary to enable the position to provide services under the Agreement and to carry out the duties of the position.
- 1.7 Unless otherwise mutually agreed to, the parties will jointly develop and agree to an annual work plan guiding the position work by no later than February 1 of each year.
- 1.8 The terms and provisions of this Agreement, including the total cost of compensation of the position and any related expenses arising under this Agreement shall be reviewed at least annually and no later than December 15 by the Department and Metro Parks.

2. **Term and Termination.** This Agreement shall be effective on January 1, 2022 (the "**Effective Date**") upon mutual execution by the Parties and shall expire on December 31, 2022 with the option to renew this agreement. Upon mutual agreement of all parties via contract amendment, this can be extended for two (2) additional one-year terms. In the event that this Agreement is executed after the Effective Date, the Department and Metro Parks agree that the Agreement shall have the same legal force and effect as though it had been executed on or before the Effective Date. Either party may terminate this Agreement, unless terminated sooner as provided herein, by giving notice to the other party twenty (20) days prior to the date of termination.
3. **Billing and Payment Procedures.** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. In consideration of the Department providing the position, Metro Parks agrees to contribute \$50,000.00 towards the position per year. The Department will invoice Metro Parks for services rendered no more than once per month. Payment for the work shall not exceed this amount unless the parties mutually agree to a higher amount per contract amendment prior to the commencement of work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on Attachment B of this Agreement which is attached hereto and incorporated herein.

Invoices shall be submitted to:

Attn: Sandra Eliason
Metro Parks Tacoma
4702 S. 19th Street
Tacoma, WA 98405
Email address: AccountsPayable@tacomaparks.com
Please reference in the Subject Line Purchase Order# and Agreement#

4. **Indemnification.**

- 4.1 The Department 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 Department'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 Department shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
- 4.2 Metro Parks agrees to indemnify and hold harmless the Department, 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 Parks' 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.

4.3 Where a claim arises from concurrent fault of the parties, each party's agreement to indemnify and hold the other harmless under this Agreement shall be valid and enforceable only to the extent of the respective fault of the first party.

4.4 The foregoing obligations shall survive termination of this Agreement.

5. **Dispute Resolution.** In the event of a dispute between Metro Parks and the Department arising out of or relating to this Agreement, Metro Parks' Executive Director and the Department's Director of Health, or their designated representatives, shall review such dispute and options for resolution. If the dispute cannot be resolved by Metro Parks' Executive Director and the Department's Director of Health, the dispute may be submitted to mediation, if mutually agreed to by the Parties. Otherwise, the dispute shall be resolved by binding arbitration.
6. **No Waiver.** No failure by either party to insist upon the performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed, or performed by either party and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the injured party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of the defaulting party hereunder shall be implied from any omission by the injured party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or conditions.
7. **Enforcement, Interpretation, Venue.** The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. 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.
8. **Equal Participation in Drafting.** The Parties agree that each of them was 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 Department 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.
9. **Amendment.** The provisions of this Agreement may be amended in writing with the mutual consent of the parties. All amendments and/or addendums shall be incorporated into the original Agreement and shall not supersede nor replace 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 Department's Director

and Metro Parks' Executive Director or their designee.

10. **Invalid Provisions.** 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.
11. **Governing Body Authorization.** Pursuant to RCW 39.34.080, this Agreement has been authorized by the governing body of each party.
12. **Assignment.** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.
13. **Filing.** By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Interlocal Agreement shall be filed with the Pierce County Auditor pursuant to chapter 39.34 RCW. Alternatively, a copy of this Interlocal Agreement may be listed by subject on the Department's and Metro Parks' website or other electronically retrievable public source.
14. **Notices.** The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billing regarding the performance of this Agreement.

The Representative for the Department is:

Cindan Gizzi, Deputy Director
Tacoma-Pierce County Health Department
Administration Office
3629 So. D Street
Tacoma, WA 98418
Email: cgizzi@tpchd.org
Phone: (253) 649-1504

The Representative for Metro Parks is:

Sandra Eliason
Chief Marketing & Communications Officer
Metro Parks Tacoma
4702 S. 19th Street
Tacoma, WA 98405
Email: sandrae@tacomaparks.com
Phone: (253) 305-1016

15. Confirmation of Authority. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080.

IN WITNESS WHEREOF, the parties have executed this Agreement:

**Accepted for the Tacoma Pierce
County Health Department:**

DocuSigned by:

19770EED42AB43D...
Anthony Chen
Executive Director
Date: 3/15/2022 | 10:37 PM PDT

**Accepted for the Metropolitan Park District
of Tacoma:**

DocuSigned by:

33480F345147439...
Shon Sylvia
Executive Director
Date: 3/21/2022 | 4:38 PM PDT

DocuSigned by:

DDA08F06BEC4436...
Cindan Gizzi
Deputy Director
Date: 3/15/2022 | 4:27 PM PDT

DocuSigned by:

6DC27D3392A04AA...
Debbie Russell
Director of Business Administration &
Planning
Date: 3/21/2022 | 3:49 PM PDT

Board Resolution# R8-22

Initial PO# 2200351

ATTACHMENT A
JOB DESCRIPTION
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Job Description



<i>Job Information</i>			
Classification: Project Manager	Working Title (if different): C4E Project Manager	Job Number:	Effective Date: 1/1/2022
Job Location: 3629 So D St. Tacoma, WA 98418		Job Type: Project	
Employee Name, Vacant, or New Position: Vacant	Schedule/Hours and Days: 9-5 M-F	Schedule Flexible ☒ Yes ☐ No	
Division: Administration	Supervisor's Name and Title: Cindan Gizzi, Program Manager		
Program: Office of the Director	Supervisor's Phone: 253 370 5687		
Vision: Healthy People in Healthy Communities Mission: We protect and improve the health of all people and places in Pierce County. Core Values: Integrity, Respect, Leadership			
<i>Job Summary</i>			
Under the direction of the Health Equity Manager, the C4E Project Manager will help protect and improve the health of all people and places in Pierce County by ensuring people have equitable opportunities for health. In collaboration with partner organizations, agencies, and jurisdictions, the position will help improve community engagement and build trust between government and communities experiencing health inequities. The position will implement communication strategies, consultation, training, technical assistance, and tools to ensure community engagement best practice and pro-equity decision-making is incorporated across Pierce County governments and agencies. The position will provide leadership and direction to the Coordinated Engagement Collaborative (CEC). The CEC is partnership between government agencies committed to improving community engagement and building trust with communities experiencing health inequities. This position will perform strategic outreach, engagement, training, and analysis to advance the Department's, the City of Tacoma, and Metro Parks shared mission and goals.			
<i>Essential Functions</i>			
Indicate as clearly as possible the significant duties and responsibilities associated with this job. List the duties in order of importance and the approximate percentage of time spent for each duty. Focus on major responsibilities rather than detailed work routines. Percentage of time must total 100%			

ATTACHMENT A
JOB DESCRIPTION

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Evaluate, conduct research, and provide recommendations to improve community engagement with communities experiencing health inequities. Develop communication strategies, trainings, and tools. Develop the Participatory Planning, Budgeting, and Policymaking training manual; Develop a shared community engagement framework; Develop Conduct needs assessment with participating Multiagency Collaborative members to determine how Center for Excellence can better support collaborative work; Evaluate agency systems, policies, and practices by conducting mixed research methods such as constituent journey mapping, ethnographic interviewing, qualitative and quantitative data review, etc.; Analyze current policies and procedures through the lens of user/constituent experience; recommend changes in design so that policies and procedures center user/constituent experience; Document Multiagency Collaborative processes so they can be standardized and codified, as well as shared with other agencies and organizations; develop communication strategies, trainings, tools, and resources; evaluate program effectiveness.	50%
Project manage and provide leadership to the Multi-Agency Collaborative. Develop, prioritize, implement and monitor Multiagency Collaborative goals and objectives; Provide strategic outreach to engage key stakeholders; Develop and manage program budgets, identify revenue generating sources, and determine program staffing levels; Negotiate and manage grants, interagency agreements or similar revenue contracts; Develop and manage service contracts, including scope of work, Request for Proposal, vendor selection and contract management.	25%
Serve as the Subject Matter Expert for participatory processes and engagement. Provide consultation, technical assistance, trainings, presentations, and tools to Multiagency Collaborative members.	20%
Other duties as assigned – includes emergency planning and response and other Center for Excellence projects.	5%
Total	100%
Job Specific Qualifications	
☐ Required of Job or ☐ Required of Workgroup (Check one box)	
List required licensure, certification, special qualifications (language): BA, valid driver's license and acceptable driver's abstract	
Please specify language:	
Justification:	
List desirable skills, licenses, certifications, specific languages: Spanish speaking	
Ability to pass a background check:	
Job Expected Competencies	
A Competency is an observable skill that is necessary for successful performance. For more information, click here . Identify 5 – 8 of the most important competencies for this job:	
• Core Competencies (These are required for all positions)	

ATTACHMENT A
JOB DESCRIPTION
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- [Foundational Leadership](#) (Use for advanced professional, lead worker and supervisory jobs)
- [Advanced Leadership](#) (Use for advanced professional, supervisory and managerial jobs)
- [Leadership Mastery](#) (Use for management team and executive leadership jobs)

In addition to the Core Competencies, the key competencies for this job include:

- Builds strong alliances and attempts to find common ground with a wide range of stakeholders; engages in cross-functional activities and collaborates across boundaries.
- Persuades others and builds consensus through a process of give and take; gains cooperation from others to obtain information and accomplish goals; facilitates win/win situations.
- Identifies and analyzes problems, weighing the relevance and accuracy of information; generates and evaluates alternative solutions before making a recommendation.
- Understands and advances diversity, inclusion, and equity; Displays respect and humility for cultural differences; Understands and anticipates the impact of decisions on diverse workforce and community;
- Develops and considers alternatives to conventional approaches; encourages the generation and adoption of new ideas to improve existing programs and processes.

Helps others to fulfill their potential by providing advice, encouragement, and the necessary resources based on one's own knowledge and experience

Job Specific Technical Skills:

- Technical skills to develop and implement trainings, tools and evaluation.
- Advanced knowledge of participatory processes best practices.
- Advanced knowledge of government operation and decision making.

Working Conditions:

Work Setting: Work is performed almost exclusively indoors in an office environment. Work location will vary between TPCHD, the City of Tacoma, and Metro Parks. Exposure to hazards is limited to those commonly found in government office environments.

Physical Demands: Work may involve occasional physical demands such as lifting and carrying 25 - 50 lbs

Tools and Equipment: Duties require the use of standard office furniture and equipment (e.g., desk, filing cabinet, computer, printer, telephone, fax machine, copy machine, etc.)

Travel: Local and regional travel may be required to complete work with partner organizations, agencies, and jurisdictions.

Driving a vehicle requiring a license.

Emergencies: When public health responds to an emergency you may be assigned duties that are outside your regular job description. This may involve responding at any time, including nights and weekends, with possible deployment to locations other than the department.

Responsibilities for the Work of Others

This section should be completed if this job is responsible for the work of others. This includes full and part-time regular, temporary, appointive or project employees, volunteers or interns.

Number of employees: 0

ATTACHMENT B POSITION CLASSIFICATION

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 TACOMA-PIERCE COUNTY HEALTH DEPARTMENT Established Date: Jan 1, 1993 Revision Date: Jun 18, 2013	Program/Project Manager Bargaining Unit: NonUnion	Class Code: 2338
SALARY RANGE \$38.11 - \$49.08 Hourly \$79,268.80 - \$102,086.40 Annually		
CLASSIFICATION SUMMARY: This is a managerial classification reporting to senior level management with responsibility for planning, developing, monitoring and evaluating operations of one or more units, programs or functions, or leading one or more project work teams involving multi-disciplinary coordination and/or public involvement. Work generally involves managing, directing, hiring, developing and evaluating a diverse group of staff. Program/Project Managers develop, implement and monitor operational goals and objectives, and policy and procedures in alignment with the Department's strategic directions, and core values of Respect, Integrity and Leadership. Work includes providing input and comments on legislative initiatives and rulings and may require considerable contact with community leaders, businesses, professionals and elected officials to clarify policies, regulations and requirements. <u>Examples of Duties (May Vary By Position)</u> • Engage in strategic planning at the program, divisional and departmental levels. • Provide leadership and direction to multi-disciplinary program staff or project teams. • Develop, prioritize, implement and monitor program or project goals and objectives. • Develop and manage complex program budgets, including recommendations to support fee schedule adjustments, identify revenue generating sources, and determine program staffing levels. • Negotiate and manage grants, interagency agreements or similar revenue contracts. • Develop and manage service contracts, including scope of work, Request for Proposal, vendor selection and contract management. • Mentor, coach and manage staff, including hiring, training, performance management, investigation and resolution of disciplinary matters. • Collaborate with stakeholders to achieve program or project goals and objectives regarding assurance strategies, regulatory and compliance issues, and prevention and treatment strategies. • Identify and manage project/program data needs, and perform data analysis to develop recommendations for quality improvement and implementation efforts. • Write complex analytical reports. • Develop, interpret, advise and implement regulations, policies and procedures. • Conduct internal administrative hearings for resolving regulatory issues. • Represent the department on inter-jurisdictional committees and task forces. • Serve as a subject matter expert and provide content for communications processes related to program or project work.		

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POSITION CLASSIFICATION

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- The work you do might require you to participate in the Title XIX Medicaid Claiming Program.
- Performs related duties as required.

KNOWLEDGE, SKILLS, ABILITIES AND COMPETENCIES:

- Knowledge of the principles and practices of program or project management and evaluation.
- Knowledge of and skill in providing effective leadership, direction and supervision.
- Knowledge related to a specific program or project may be required which may include the ability to apply understanding of disparate health impacts on race and poverty.
- Skill in analyzing, compiling, and assessing data, e.g., budgets, goals and objectives, grants & contracts, etc.
- Skill in planning, organizing and managing program or project activities to meet established objectives.
- Ability to interpret and apply federal, state and local laws and regulations, and departmental policies and procedures.
- Ability to establish and maintain effective working relationships with a diverse population of clients, community based agencies, and departmental personnel.

EDUCATION AND EXPERIENCE:

Bachelor's degree and five years experience in a related health field, business management or public administration, or the equivalent combination of education and experience to perform the essential functions of work.

Required Certifications and Licensure

- A position assigned to this classification may have a required license or certification related to the field of work i.e., Registered Nurse, Geologist, etc.
- Possession of a valid driver's license and an acceptable driver's abstract is required prior to employment.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS:

Vary by position.

Work Setting:

Your office will be set up to provide personal safety, including social distancing, screening, sanitation, disinfection, and masks.

When public health responds to an emergency you may be assigned duties that are outside your regular job description. This may involve responding at any time, including nights and weekends, with possible deployment to locations other than the

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POSITION CLASSIFICATION

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department.

CLASSIFICATION INFORMATION:

Date Approved Prior to 1993 Job code 2338
Job Group AD O/T Code N
Union Code HD Last revised February 2013
Title Change CD Treatment Liaison, F&CS Liaison, EH Liaison, CD Network Nurse Liaison,
Prevention Coordinator, Program Coordinator, Regional Liaison Specialist, CD Liaison

ATTACHMENT C
COMPENSATION FOR SERVICES

Project Manager	Range - Step	Annual Salary	COLA (1.5%)	Annual Benefits	TPCHD Admin		Total	TPCHD Share	MPT Share
					Rate (22%)				
Year 0 - 2021	23 - 3	\$ 85,904.00	\$ -	\$ 30,066.40	\$ 25,513.49		\$ 141,483.89	\$ 141,483.89	\$ -
Year 1 - 2022	23 - 3	\$ 85,905.00	\$ 1,288.58	\$ 30,517.75	\$ 25,896.49		\$ 143,607.82	\$ 93,607.82	\$ 50,000.00
Year 2 - 2023	23 - 4	\$ 91,145.60	\$ 1,367.18	\$ 32,379.47	\$ 27,476.30		\$ 152,368.56	\$ 102,368.56	\$ 50,000.00
Year 3 - 2024	23 - 5	\$ 95,118.40	\$ 1,426.78	\$ 33,790.81	\$ 28,673.92		\$ 159,009.90	\$ 109,009.90	\$ 50,000.00
Total							\$ 596,470.17	\$ 446,470.17	\$ 150,000.00