



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, September 1, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way east ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATIONS

A. Mary Connolly - Unified Regional Approach to Homelessness

B. Sherrica Ware Wilkins - Flock

3. COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion Council Sub-Committee Update

B. Council Rules of Procedure - Virtual and/or Telephonic Meetings - (*CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor*)

C. Detailed Review of Outdoor Movie Night & MVCC MOU (*CM Keith - Sponsor, DM Creley - Co-sponsor*)

D. Mt. View Community Center Heating and Cooling Center Contract First Amendment (*CM Keith - Sponsor, CM Southard - Co-Sponsor*)

E. Revised Mt. View Community Center Heating and Cooling Contract

4. COUNCIL COMMENTS

5. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	Agenda Item #: 3.A
	For Agenda of: 9/1/2026
	Prepared by:
Attachments (list):	
Approval of Materials:	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Council Rules of Procedure - Virtual and/or Telephonic Meetings - <i>(CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)</i>	Agenda Item #: 3.B
	For Agenda of: 9/1/2026
	Prepared by:

Attachments (list): 1. Final Draft_Section_8_10_Virtual_Telephonic_Meetings	
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Approval of Materials:	Expenditure Required:
Rachel Pitzel, Assistant City Administrator 08/25/2026	Amount Budgeted:
Dave Olson, Mayor 08/28/2026	Timeline:

Summary Statement:

Section 8.10 of the Council Rules of Procedures - Virtual and/or Telephonic Meetings as requested and sponsored by CM Ramirez and CM Pazaruski.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Council Rules of Procedure - Virtual and/or Telephonic Meetings - *(CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)*

Fiscal Note/Consideration:

Section 8 – Council Meetings

8.10 Virtual and/or Telephonic Meetings

(1) In the case of emergencies where in-person attendance at meetings is prohibited or restricted, the City Council may convene its meetings remotely using virtual and/or telephonic means that allow for real-time verbal communication. In such circumstances, the City will adhere to any applicable federal, state, or county requirements and guidelines concerning meetings. The City may also adopt local rules or regulations, so long as they do not conflict with said federal, state, or county requirements and guidelines.

(2) During non-emergency situations, the city may include a remote meeting component in addition to an in-person component at meetings, sometimes referred to as a “hybrid meeting.” Hybrid meetings shall comply with all requirements of the Open Public Meetings Act (OPMA).

(3) Councilmembers may attend Council meetings, study sessions, and special meetings remotely by telephone or other electronic means that allow for real-time verbal communication. Councilmembers participating remotely shall have all official City Council materials available during the meeting, shall be able to view the City Council meeting by video and audio in real time, and shall be able to communicate with the public and other Councilmembers during the meeting as if physically in attendance. Council prefers and values in-person attendance. In order to have a large majority of Councilmembers present in the Council Chambers, Councilmembers should only attend remotely for good faith reasons. Councilmembers are encouraged to attend at least one Council meeting and one study session per month in person.

(4) When the Mayor is unavailable to preside over a Council meeting or study session, the Deputy Mayor will preside. It is preferred that the Deputy Mayor presides in person. If the presiding officer participates remotely, the presiding officer must be able to effectively conduct the meeting in accordance with this section.

(5) At any meeting where a Councilmember is attending remotely, the remote participation shall be verbally noted on the record during the City

Council meeting and reflected in the official minutes of the City Council meeting. Remote participation must allow the Councilmember to:

- A.** Be heard by everyone present in the meeting.
- B.** Identify themselves, or be identified by the presiding officer, before speaking.
- C.** When practicable, participate by video. Video participation is encouraged to promote transparency and effective communication.

(6) In the event that a remote communication link is broken or significantly degraded such that the Councilmember is no longer able to effectively participate, the presiding officer shall confirm the loss of service and announce that remote participation has ended. The presiding officer may briefly recess or pause the meeting to allow reconnection. If the connection cannot be restored within a reasonable time, the City Clerk shall record the end of remote participation. A Councilmember who is not able to effectively participate shall not be counted toward a quorum and may not vote during that period.

(7) Councilmembers participating remotely in an emergency executive session must ensure confidentiality, including confirming that they are in a private setting and complying with any additional safeguards established by the City. Remote participation in an emergency executive session must also allow the Councilmember to be seen on video.



MOUNTAIN VIEW COMMUNITY CENTER

Memorandum of Understanding

This agreement for group programming is hereby entered by and between the following parties:

Program Host Organization: City of Edgewood, City Hall
2224 104th Ave East
Edgewood, WA 98372

Program Organizers: Mountain View Community Center
3607 122nd Ave E, Suite A
Edgewood, WA 98372

Movie Nights Description: City of Edgewood and Mountain View Community Center will enter into partnership to offer free movie nights/showings to members of the community. Two movie night events will be hosted at the City of Edgewood-City Hall, and two movie night events will be hosted at Mountain View Community Center. Dates will be limited to the four (4) Fridays evenings listed in the "Dates of Operation and Location" section below.

DAYS | HOURS OF OPERATION

Fridays	6:30-7:00PM	Program	Setup
	7:00-7:30PM	Doors Open	
	7:30-9:30PM	Movie Plays	
	9:30-10:30PM	Clean-up	

DATES OF OPERATION AND LOCATION/HOST

Friday June 20, 2025: Hosted at Edgewood City Hall

Friday October 10, 2025: Hosted at Mountain View Community Center

Friday, TBD 2026: Hosted at Edgewood City Hall

Friday, TBD 2026: Hosted at Mountain View Community Center

Mountain View Community Center will:

- Create marketing materials. Marketing will be presented and approved by City of Edgewood prior to publicly posting on websites, social media platforms and/or printed.
- Post/share applicable marketing materials about the movie night events.
- Setup applicable tables, and chairs when hosting the movie event at the MVCC location.

- Work in communication and cooperation with City of Edgewood staff, volunteers and applicable vendors at the events.

City of Edgewood will:

- Provide and maintain applicable movie licenses. Copies of movie license documentation will be given to MVCC.
- Provide snacks for all 4 movie night events, whether at Edgewood or MVCC locations.
- Setup applicable tables, and chairs when hosting the movie event at the Edgewood location.
- Work in communication and cooperation with MVCC staff, volunteers and applicable vendors at the events.

Mountain View Community Center Representative:

Printed Name: Rachael Gibbons

Title: Programs Manager

Signature: Rachael Gibbons

Date: 5/29/2025

City of Edgewood Representative:

Printed Name: Dave Olson

Title: Mayor

Signature: Dave Olson

Date: 4/10/25

RESOLUTION NO. 26-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST
AMENDMENT TO THE MT. VIEW COMMUNITY CENTER
COOLING AND HEATING CENTER SITE AGREEMENT**

WHEREAS, the City Council previously approved the Mt. View Community Center Cooling and Heating Center Site Agreement by Resolution No. 23-0682; and

WHEREAS, the City Council desires to extend the term of Agreement for one (1) additional year through December 31, 2027;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Amendment Authorized. The Mayor is authorized to execute the First Amendment to the Mt. View Community Center Cooling and Heating Center Site Agreement, extending the term of the Agreement through December 31, 2027. Except as expressly amended by the First Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. The First Amendment is attached hereto and incorporated herein as exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS XX DAY OF XXXXXXXX 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

**FIRST AMENDMENT TO
THE MT. VIEW COMMUNITY CENTER
HEATING AND COOLING CENTER SITE AGREEMENT**

This document ("First Amendment"), is dated the _____ day of _____ 2026, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Mt. View Community Center, ("Provider").

Section 1. General Recitals.

A. The City and Provider entered into the Mt. View Community Center Heating and Cooling Center Site Agreement dated August 15, 2023.

B. The parties desire to extend the term of the Agreement for one (1) additional year, with no other changes to the Agreement.

Section 2. Amendment to the Agreement. The parties agree to extend the term of the Mt. View Community Center Heating and Cooling Center Site Agreement for an additional one (1) year. The Agreement shall expire on **December 31, 2027**, unless earlier terminated in accordance with its terms.

Section 3. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment. In the case of any conflict between the terms of the Agreement and the terms of the First Amendment, the provisions of the First Amendment shall control.

DATED: This _____ day of _____, 2026.

CITY OF EDGEWOOD

PROVIDER

By: _____

Dave Olson

Its: Mayor

Date:

ATTEST:

By: _____

Angelina Koenig

Its: Director

Mt. View Community Center

Date:

Jill Schwerzler- Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Mali Barber
City Attorney's Office

CITY OF EDGEWOOD HEATING AND COOLING CENTER SITE SERVICES AGREEMENT

This Emergency Shelter & Community Services Agreement ("Agreement") is entered into by and between the following Parties:

CITY OF EDGEWOOD, WASHINGTON ("City")

Address: 2224 104th Avenue East; Edgewood, WA 98372-1513

Contact: City Clerk Phone: (253)952-3299 Email: finance@cityofedgewood.org

and

MOUNTAIN VIEW COMMUNITY CENTER ("Provider")

Address: 3607 122nd Avenue East Suite A; Edgewood, WA 98372

Contact: Executive Director Jessie Holden Phone: (253) 826-4329

Email: jesieh@mtviewc.org

Tax Id No.: 26-4177066

for services to be rendered by Provider in connection with the provision of physical shelter and site accommodations to residents of the City of Edgewood in the event of an emergency, as further described below.

TERMS AND CONDITIONS

1. Emergency Shelter Services by Provider

1.1 Provider is the lessee of property located at 3607 122nd Ave E, Edgewood, Washington (the "Property"). Provider desires to make the Property available to the City and City residents for use as a heating and cooling center in the event of severe weather events affecting the City of Edgewood..

1.2 For and in consideration of the compensation provided below, Provider shall provide Heating and Cooling Center Site Accommodations all as described in the Scope of Services attached to this Agreement as **Exhibit "A."** The Heating and Cooling Center Services provided by Provider shall not exceed the Scope of Services set forth in Exhibit A, nor shall the Provider be entitled to a greater amount of compensation than that provided in this Agreement, without the prior written authorization of the City.

1.3 The City may from time to time require changes or modifications in the Scope of Services. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.4 This Agreement is effective upon execution by the Parties and shall remain in effect through December 31, 2026, unless terminated by written notice in accordance with Section 6, below.

1.5 Provider represents and warrants that it, its staff to be assigned to provide services under this Agreement, and its subcontractors and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Provider and its subcontractors under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by providers of public accommodations and heating and cooling center services.

2. Schedule of Services

2.1 Provider shall assure that it, and its subcontractors, will have adequate staffing at all times in order to deliver the Scope of Services in a timely and efficient manner. If factors beyond Provider's control that could not have been reasonably foreseen as of the date of this Agreement cause delay or unavailability in provision of Heating and Cooling Center Site Services, or a deficiency in Provider's performance, then the parties will negotiate in good faith to determine whether an extension or other modification of this Agreement is appropriate. The Provider shall provide the City with written notice of any anticipated unavailability or restrictions on use of Provider's property for Heating and Cooling Center Site Services, or potential delays in completing necessary site upgrades, within three (3) business days after the Provider becomes aware of the potential unavailability, restriction, or delay, in completion of the upgrades or the City's ability to use Provider's Property as a heating and cooling center site facility.

3. Compensation

FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of fifty-thousand Dollars (\$50,000), by check payable to Provider.

4. Payment

4.1 Provider shall provide, upon request, in a format acceptable to the City, proof of payment reflecting all of Provider's equipment purchases, construction costs, site upgrades, labor costs, and other expenses incurred, or services rendered by Provider using funds paid by the City pursuant to this Agreement.

4.2 Provider shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after the expiration of this Agreement unless a longer period is required. Provider shall make copies available to the City on request.

4.3 If Property upgrades or other work to be performed pursuant to the Scope of Services does not meet the requirements of the Agreement, Provider will correct or modify the

work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Provider and its subcontractors shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Provider's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Provider's default, the Provider's insolvency or bankruptcy, or the Provider's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Provider notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Provider pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Provider may complete such analyses and records as may be necessary to place its files in order. Provider shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

6.3 Any notice from the City to Provider regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Provider's reasonable expenses and shall be subject to verification. Provider shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

Provider represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Provider provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Provider understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct, or control any of the services rendered to the City pursuant to this Agreement, and further, that no third-party beneficiaries with rights to enforce this Agreement are created or intended.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon completion or termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement, without written concurrence by Provider, will be at the sole risk of the City.

8.2 The documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Provider against all claims made against Provider for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Provider.

9. Indemnification/Hold Harmless

9.1 Provider shall indemnify and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Provider or its subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City (including its officers, officials, employees, agents, and volunteers), the Provider's liability hereunder shall be only to the extent of the Provider's own negligence.

9.2 The City's inspection or acceptance of any of the Provider's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PROVIDER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY

the City shall be excess of the Provider's insurance and shall not contribute with it.

- b. The Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Provider. The Provider's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Provider's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

10.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6. Verification of Coverage. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work.

11. Assigning or Subcontracting

11.1 Provider shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Provider and its subcontractors are, and shall be at all times during the term of this Agreement, independent contractors. As the Provider is customarily engaged in an independently established trade which encompasses some or all of the types of services provided to the City hereunder, no agent, employee, representative, or subcontractor of the Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Provider is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Provider. The Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The

FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVIDER'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE PROVIDER'S EMPLOYEES DIRECTLY AGAINST THE PROVIDER.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

10.2 Provider shall procure and maintain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3 Minimum Amounts of Insurance. Provider shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The Provider's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by

12.2 The Provider shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at Provider's own risk, and Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held by Provider for use in connection with the work.

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

Provider: ATTN: Executive Director
Mt. View Community Center
3607 122nd Ave E Suite A
Edgewood, WA 98372

Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in Pierce County Superior Court, Washington.

In any suit or action instituted to interpret or enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

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17. Conflict of Interest; Non-Collusion

17.1 No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Provider shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Provider represents that the Provider presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Provider's services and obligations hereunder. The Provider further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Provider. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

17.2 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF EDGEWOOD By: Daryl Eidinger, Mayor Date: <u>15 AUG 2023</u> Attest: By: <u>Rachel Pitzel</u> Rachel Pitzel, City Clerk Approved as to form: By: <u>Ann Marie Soto</u> Ann Marie Soto, City Attorney	MT. VIEW COMMUNITY CENTER By: <u>[Signature]</u> Printed Name: <u>Caithlyn Remington</u> Its: <u>Assistant Director</u> Date: <u>8-16-2023</u>
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EXHIBIT A

SCOPE OF SERVICES

Heating and Cooling Center Site Services

Readiness: Mt. View Community Center will provide heating and cooling center site services to the public for the greater Edgewood community. As the need for said services is unknown and occurs in an emergency, the cost of readiness is born 365 days a year. Mt. View Community Center should be available as a known resource for heating and cooling center site services, and will extend the days of operation to cover events falling outside its normal operating schedule.

Emergency Site Accommodations:

- Mt. View Community Center will handle all purchasing decisions and activities to maintain readiness and operate the heating and cooling center site.
- Mt. View Community Center is responsible for maintenance and repair of equipment used in providing heating and cooling center site services. Heating, cooling, and power generation equipment shall be maintained at the ready.

Cooling Site Guidelines:

MVCC will follow the guidelines set forth in the Recommended Public Health Actions for Extreme Heat set forth from the Washington State Department of Health. (1)

The NOAA National Weather Service (NWS) is the lead agency for the issuance of heat-related Watch, Warning, and/or Advisory (WWA) products issued prior to the onset of an extreme heat event and is the official source of weather forecasts and related products – including determination of localized HeatRisk Values. MVCC will use the local NWS Seattle/Tacoma Office and website to best inform us for extreme heat conditions. (2)

The NWS HeatRisk forecast provides a quick view of the risk posed by heat over the upcoming seven days. HeatRisk is portrayed in a numeric (0-4) and color (green/yellow/orange/red/magenta) scale. According to the Recommended Public Health Action for Extreme Heat, (as reference above) daytime cooling centers should be activated under the Heat Risk Category RED. Therefore, MVCC shall operate a cooling center when the Heat Risk Category reaches Category Red.

Heating/Warming Site Guidelines:

MVCC will operate a heating/warming site in the case of both a local power outage lasting more than 12 hours AND cold temperatures. MVCC is willing to negotiate additional heating/warming services with the City of Edgewood as requested.

Cooling/Heating Site Policies:

- The center will be open to all, with no proof of residency required.
- Staffing during emergencies will be provided by MVCC. However, City of Edgewood employees may volunteer or be assigned to assist by the City but should not be relied upon to meet minimum staffing level requirements for heating and cooling center site operation.
- A minimum of two staff members or key volunteers must be present to oversee heating and cooling site operation.

- If circumstances warrant the center to be opened as a heating or cooling site, the center will be open a minimum of 4 hours per day, with a focus on midday/late afternoon hours when the heat is most excessive (for cooling).
- MVCC may offer open hours during regularly scheduled programs and hours of operation (when possible) but may also open the building for additional hours based on the need/availability. MVCC will be prepared to open a heating or cooling site Monday-Sunday.
- MVCC will not open a heating or cooling site on federal holidays.
- MVCC will notify the City with written notice of any anticipated unavailability or restrictions for opening a heating and cooling site within three (3) business days after the MVCC becomes aware of the potential unavailability.
- At a minimum MVCC will provide water to all guests. Light snacks or a meal could be included depending on scheduled programming and availability of resources.
- Communications alerting the public to the facility being open as a heating and cooling center site will be made directly by MVCC. The City of Edgewood will communicate said information through normal city communications.

References:

1. http://www.nisqually-nasn.gov/files/8816/8382/3221/Recommended_Public_Health_Actions_and_Measures_during_Heat_Events.pdf
2. <https://www.weather.gov/sew/>



**MOUNTAIN VIEW
COMMUNITY CENTER**

SUCCESSFUL KIDS | HOPEFUL FAMILIES | ACTIVE SENIORS

3607 122ND AVE E | EDGEWOOD, WA 98372



Our Vision

A community in which all experience belonging and wellness

Our Mission

To develop successful kids, hopeful families, and active seniors

Our Values

Respect | Collaboration | Service
| Connection | Hope



**MOUNTAIN VIEW
COMMUNITY CENTER**



**MOUNTAIN VIEW
COMMUNITY CENTER**



In Partnership Since 2023



SUCCESSFUL KIDS

Summer Power Pack Program (July-August 2025)

Removing barriers to learning by alleviating hunger

- 1,346 distributed; 36 volunteers; 107 volunteer hours
- City Hall is a distribution site
- 7,502 distributed; 151 volunteers; 208 volunteer hours (Sept 25-June 26)

Summer Camp 2025

Providing essential resources and activities that promote wellness and friendship

- 99 youth participants; 64 volunteers; 343 volunteer hours

In Partnership



HOPEFUL FAMILIES



Seeds of Change Community Dinners

Community in which all experience belonging and wellness

- 50 dinners served; 6,524 meals/attendees; 588 volunteers; 1,363 volunteer hours
- City of Edgewood Employees cook and serve the dinners and interact with community members

Community Programs

Building community and support between neighbors

- Family Connection Events: 2 Movie Nights (6 families; 22 participants)
- City of Edgewood provides Movie License that allows us to stream for all programs



ACTIVE SENIORS



Senior Programs

Promoting wellness through friendship and fitness

- SAIL Classes: 245 classes; 5136 attendances
- Senior Garden/Senior Cafe: 235 pounds of food collected; 171 volunteers; 530 volunteer hours
- Writers' and Crafters' Group: 51 participants; 530 attendances

Heating & Cooling Site

- Readiness: Mt. View Community Center will provide heating and cooling center site services to the public for the greater Edgewood community. As the need for said services is unknown and occurs in an emergency, **the cost of readiness is born 365 days a year**. Mt. View Community Center should be available as a known resource for heating and cooling center site services and will extend the days of operation to cover events falling outside its normal operating schedule.
- Number of Days MVCC ready for severe weather: 365

Heating & Cooling Center 2025 (90 or above/45 or below)

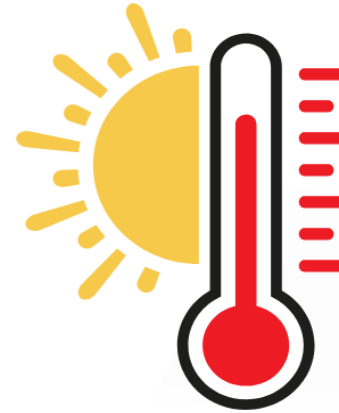
- Number of Days MVCC ready for severe weather: 365
- Number of hot weather days: 19 (June-August 2025)
- Number of severe hot weather Days: 5
- Number of days MVCC open: 11 (including severe hot weather days)
- Number of cold weather days: 40 (November 2024-February 2025)
- Number of days MVCC open: 70 days; 6/12 days of cold snap in Jan.
- MVCC provides water, coffee, snacks, and sometimes a full meal

Heating & Cooling Center 2026

- We offer the cooling center M-Th from 1:00-5:00pm when it is 80 degrees or hotter (lower threshold than required in the contract)
- Seniors attend MVCC to keep their utility bills down
- We are working with Tacoma Community Services, Homeless and Prevention Programs to receive supplies such as hats, ChapStick, and more items to help during the hot weather
- Visitors may join in our programs that are currently happening when the Cooling Center is available
- Visitors will have activities such as games, puzzles, books, etc. to do when they are here



Todays Forecast: **EXTREME HEAT**



Mt. View Community Center is teaming up with
the City of Edgewood to help neighbors stay cool
in extreme heat.

**Visit our cooling center today
between the hours of 1pm to 5pm**

3607 122nd Ave E #A
Edgewood, WA 98372



MVCC is thankful for the partnership with City of Edgewood

We hope for continued partnership that will enhance the quality of life for all our neighbors!

Please join me for a Senior Café lunch or Seeds of Change dinner to learn more about the partnership and MVCC

Let's continue to partner together!



**MOUNTAIN VIEW
COMMUNITY CENTER**

It Starts With Us



City Of Edgewood Council Agenda Summary Sheet

Subject: Revised Mt. View Community Center Heating and Cooling Contract	Agenda Item #: 3.E
	For Agenda of: 9/1/2026
	Prepared by: Dave Olson
Attachments (list): 1. Draft 2027 MVCC Human Services, Heating and Cooling Center Site Services Agreement	
Approval of Materials: Dave Olson	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

The City Council is currently considering an amendment to the existing agreement with Mountain View Community Center (MVCC) to extend the agreement for an additional year. Rather than proceeding with an amendment to the existing agreement, the Mayor is proposing that the City and MVCC enter into a newly written two-year agreement beginning January 1, 2027.

The proposed new agreement has been drafted to provide greater clarity and transparency regarding the services MVCC provides to the community. It more clearly identifies the scope of services, including heating and cooling center readiness and operations, meal and nutritional support, and related human services for vulnerable members of the community.

The proposed agreement would establish a two-year term, January 1, 2027, through December 31, 2028, while maintaining the \$50,000 annual compensation currently provided for the services. The intent is to provide a comprehensive agreement that more clearly reflects the full range of services and expectations of both parties, rather than simply extending the existing agreement through an amendment.

Staff recommends that Council consider the proposed new two-year agreement in lieu of the currently proposed one-year extension amendment.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Revised Mt. View Community Center Heating and Cooling Contract

Fiscal Note/Consideration:

CITY OF EDGEWOOD
HUMAN SERVICES AND HEATING AND COOLING CENTER SITE SERVICES AGREEMENT

THIS Agreement is made effective as of the ____ day of _____, 2026, by and between the City of Edgewood, a municipal corporation organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON
10440 Dom Calata Way E
Edgewood, Washington 98372
Contact: Mayor Dave Olson
Phone: (253) 952-3299

and **Mountain View Community Center**, a Washington nonprofit corporation whose address is:

MOUNTAIN VIEW COMMUNITY CENTER ("MVCC" or "PROVIDER")
3607 122nd Avenue East, Suite A
Edgewood, Washington 98372
Contact: Executive Director
Phone: (253) 826-4329

for human services and heating and cooling center site services for the greater Edgewood area.

TERMS AND CONDITIONS

1. Services by Provider.

A. Provider shall perform the services described in the Scope of Services attached to this Agreement as **Exhibit A** ("Services"). The Services include:

1. year-round readiness and capacity to operate as a heating and cooling center;
2. operation of heating and cooling center site services when activated in accordance with Exhibit A;
3. meal and nutritional support services as described in Exhibit A; and
4. related human services for Vulnerable Persons specifically described in Exhibit A.

B. Provider shall maintain the staffing, facility, equipment, supplies, and operational capacity reasonably necessary to provide the Services.

C. Provider shall control the ordinary means and methods by which the Services are provided. Nothing in this Agreement requires the City to direct Provider's day-to-day staffing, purchasing, programming, scheduling, or administrative decisions.

D. The City may from time to time request changes or modifications to the Scope of Services. Material changes to the Services or compensation shall be agreed to by the parties and incorporated into a written amendment to this Agreement.

2. Public Purpose and Nature of Agreement.

A. The City enters into this Agreement to further public health, public safety, emergency preparedness, and the provision of human services within the greater Edgewood area.

B. The parties intend this Agreement to constitute a bargained for exchange for identified Services, readiness, and capacity and not an unrestricted grant, donation, or general operating subsidy to Provider.

C. Heating and cooling center site Services are public health and emergency preparedness Services and shall be available to members of the public as provided in Exhibit A.

D. The City also desires to obtain meal, nutritional, and related human Services principally benefiting persons experiencing economic hardship, food insecurity, disability, illness, housing instability, or other circumstances creating particular vulnerability.

E. To the extent compensation under this Agreement supports direct meal, nutritional, or other assistance to private individuals, the parties intend that such Services principally benefit persons who are poor or infirm within the meaning of Article VIII, section 7 of the Washington Constitution and applicable Washington law.

F. For purposes of this Agreement, “Vulnerable Persons” means persons who may be particularly vulnerable to conditions affecting health or safety, including the types of vulnerable populations identified in RCW 38.52.600(2)(a). The term is used to describe populations the Services are intended to benefit and is not intended to create an individual eligibility determination or documentation requirement.

3. Term and Renewal.

A. This Agreement shall commence on January 1, 2027 (“Commencement Date”) and shall terminate on December 31, 2028, unless earlier terminated as provided herein.

B. This Agreement may be renewed for successive additional two-year terms by mutual written agreement of the parties.

C. The City’s payment obligations for each calendar year of this Agreement, including any renewal term, are subject to appropriation of sufficient funds by the City Council. If sufficient funds are not appropriated for a subsequent calendar year, the City may terminate this Agreement upon written notice to Provider without further payment obligation for Services not yet performed.

D. Renewal is not automatic, and neither party acquires any right or expectation of renewal by reason of this Agreement.

E. Compensation applicable to any renewal term shall be stated in the written renewal.

4. Compensation.

A. Compensation for the Services during the initial term of this Agreement shall be Fifty Thousand Dollars (\$50,000.00) per calendar year, for total compensation of One Hundred Thousand Dollars (\$100,000.00) during the initial two-year term.

B. Compensation is payment for the Services, readiness, capacity, and performance required by this Agreement. This Agreement is a fixed sum services contract and is not a cost reimbursement agreement.

C. Provider is not required to maintain City payments in a separate bank account or trace individual City dollars to particular invoices, receipts, or expenditures. Provider may deposit City payments into its general operating account and use its ordinary accounting practices to record and allocate revenues and expenses.

D. Provider shall be responsible for determining how best to use its personnel, facility, equipment, supplies, and other resources to perform the Services and maintain the readiness and capacity required by this Agreement.

5. Payment and Records.

A. The City shall pay Provider the compensation provided in Section 4 by check payable to Provider.

B. Provider shall maintain records reasonably related to its performance of this Agreement for three (3) years following final payment and shall make such records available to the City upon reasonable request. Records will include copies of financial statements and federal tax returns.

6. Discrimination and Compliance with Laws

A. The Provider agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Provider shall comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable during the term of this Agreement to its business, equipment, personnel, and performance of the Services.

C. The Provider shall obtain and maintain a City of Edgewood business license if required by applicable City code.

D. A material violation of this Section shall constitute grounds for suspension or termination of this Agreement by the City.

7. Relationship of Parties. The parties intend that an independent contractor relationship will be created by this Agreement. Provider is an independent contractor and shall control and direct the performance and details of the Services, subject to the City's general right to require satisfactory performance of this Agreement. No employee, agent, representative, volunteer, or contractor of Provider shall be deemed an employee, agent, or representative of the City. Provider shall be solely responsible for its acts and for the acts of its employees, agents, representatives, volunteers, and contractors in performing this Agreement. The City may engage other persons or entities to provide the same or similar Services.

8. Suspension and Termination of Agreement

A. The City may terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Provider.

B. The City may suspend this Agreement upon written notice to Provider.

C. Upon termination, Provider shall be entitled to compensation for satisfactory Services provided through the effective date of termination. If the City has paid compensation in advance for the applicable calendar year, Provider shall refund to the City One Hundred Thirty-Seven Dollars (\$137.00) for each calendar day remaining in that calendar year after the effective date of termination. In no event shall the amount refunded exceed the compensation paid by the City for that calendar year.

9. Standard of Care. Provider shall perform the Services in a manner consistent with the degree of care reasonably exercised by organizations providing similar human services and heating and cooling center services under comparable circumstances. Provider shall maintain any licenses, permits, training, or qualifications required by applicable law to perform the Services

10. Work Performed at Provider's Risk. Provider shall take reasonable precautions for the safety of its employees, volunteers, agents, contractors, and persons receiving Services under this Agreement. Provider shall be responsible for any loss or damage to its own materials, equipment, supplies, or other property used in connection with the Services

11. Indemnification / Hold Harmless. Provider shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors, or omissions of Provider or its employees, agents, contractors, or volunteers in performance of this Agreement, except for injuries and damages caused by the sole negligence and/or willful misconduct of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Provider and the City, its officers, officials, employees, or volunteers, Provider's liability, including the duty and cost to defend, shall be only to the extent of Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive expiration or termination of this Agreement.

12. Insurance. Provider shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property arising from or in connection with the performance of the Services by Provider, its agents, representatives, employees, or volunteers.

A. No limitation. Provider's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Provider to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or equity.

B. Minimum Scope of Insurance

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. The City shall be named as an additional insured under Provider's Commercial General Liability insurance policy with respect to the Services performed under this Agreement using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

D. City Full Availability of Provider Limits

If Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General Liability and Excess or Umbrella Liability maintained by Provider, irrespective of whether such limits are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences lower limits.

E. Other Insurance Provisions

Provider's Automobile Liability and Commercial General Liability insurance policies shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool

coverage maintained by the City shall be excess of Provider's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

Provider shall furnish the City with certificates of insurance and copies of required endorsements, including the additional insured endorsement, evidencing the insurance requirements of this Agreement before commencement of the Services.

H. Notice of Cancellation.

Provider shall provide the City with written notice of any policy cancellation within two (2) business days after receipt of such notice.

I. Failure to Maintain Insurance.

Failure to maintain the insurance required by this Agreement shall constitute a material breach of contract. After five (5) business days' written notice and opportunity to cure, the City may terminate this Agreement.

13. Assigning or Subcontracting. Provider shall not assign, transfer, subcontract, or encumber any rights, duties, or interests arising under this Agreement without the express prior written consent of the City, which consent may be withheld in the City's discretion.

14. Notice. Any notices required to be given by the City to the Provider or by the Provider to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF EDGEWOOD

Staff Contact Name and Title

10440 Dom Calata Way E
Edgewood, WA 98372

Phone: Number

Email: Email Address

MOUNTAIN VIEW COMMUNITY CENTER

Contact Name, Title

3607 122nd Avenue East, Suite A
Edgewood, WA 98372

Phone: Number

Email: Email Address

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions of this Agreement, the parties shall undertake reasonable attempts at negotiation and compromise prior to instituting legal proceedings.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation arising out of this Agreement shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. In any suit or action instituted to enforce any right granted under this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees.

16. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any covenant or agreement contained herein, or to exercise any option contained herein in one or more instances, shall not constitute a waiver or relinquishment of such covenant, agreement, or option.

B. Public Records and Records Retention. Provider acknowledges that the City is subject to the Washington Public Records Act, RCW chapter 42.56, and that records prepared, used, or maintained by Provider in performing this Agreement may constitute public records of the City. Provider shall, upon request by the City, promptly provide records that may be responsive to a public records request or needed for the City's records-retention obligations. Provider shall reasonably cooperate with the City in responding to public records requests.

C. Data Security. Provider shall maintain reasonable safeguards to protect City-provided information from unauthorized access, disclosure, alteration, or destruction. Provider shall notify the City promptly, and in any event within two (2) business days, after discovering any unauthorized access to or disclosure of City-provided information related to this Agreement.

D. Modification. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless in writing and signed by duly authorized representatives of both parties.

E. Severability. The provisions of this Agreement are severable. If any provision is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining provisions.

F. Entire Agreement. This Agreement, including its attached Exhibits, constitutes the entire agreement between the parties regarding its subject matter and supersedes prior verbal or written statements concerning the Services. All attached Exhibits are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and an Exhibit, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

MOUNTAIN VIEW COMMUNITY CENTER

By: _____
Dave Olson, Mayor

By: _____
Angelina Koenig, Director

Date: _____

Date: _____

Attest:

By: _____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Maili Barber, City Attorney

Exhibit A

Scope of Services

1. Heating and Cooling Center Site Readiness.

A. Provider shall maintain its facility at 3607 122nd Avenue East in a condition reasonably capable of serving as a heating and cooling center site.

B. Because the timing and frequency of heating and cooling center needs are unpredictable, Provider shall maintain year-round readiness and capacity to provide the Services required by this Exhibit in a manner consistent with the purposes of this Agreement.

C. Provider shall maintain heating, cooling, and available power generation equipment used for the Services in reasonable operating condition.

D. Provider shall be responsible for the ordinary purchasing, staffing, scheduling, and operational decisions necessary to maintain readiness and provide the Services.

E. Heating and cooling center Services may be provided during Provider's regularly scheduled programs and ordinary hours of operation. The Services need not be operated as a wholly separate program.

2. Cooling Center Site Services.

A. Provider shall use National Weather Service ("NWS") forecasts and HeatRisk information applicable to the Edgewood area to determine when cooling center Services are required under this Agreement.

B. Provider shall operate the facility as a cooling center when the NWS HeatRisk forecast applicable to the Edgewood area reaches Category Red/Level 3 (Major) or higher.

C. When the NWS forecasts a daytime high temperature of 80 degrees Fahrenheit or higher but the mandatory activation standard in subsection B has not been met, Provider may, in its reasonable discretion, operate the facility as a cooling center based upon anticipated need, staffing, facility availability, scheduled programming, and available resources.

D. During a mandatory cooling center activation, Provider shall operate the facility for a minimum of four (4) hours per day, with reasonable emphasis on the hours during which the heat is expected to be most significant.

E. Provider shall maintain readiness to provide mandatory cooling center Services Monday through Sunday, including holidays. If circumstances beyond Provider's reasonable control make operation unsafe or would materially endanger Provider's employees, volunteers, participants, or members of the public, Provider shall not be required to open or remain open and shall notify the City as soon as reasonably practicable.

3. Heating/Warming Center Site Services.

A. Provider shall operate the facility as a heating/warming center when cold-weather conditions create a reasonable health or safety concern for members of the public.

B. In determining whether such conditions exist, Provider may consider National Weather Service forecasts, advisories or warnings, the expected temperature and duration of the cold, power outages, anticipated community need, and other relevant conditions.

C. Provider may also operate as a heating/warming center during other periods of significant cold based upon anticipated need, staffing, facility availability, scheduled programming, and available resources.

D. Nothing in this Section requires Provider to open or remain open when Provider reasonably determines that doing so would create an unsafe condition or materially endanger its employees, volunteers, participants, or members of the public. Provider shall notify the City as soon as reasonably practicable of any such closure, delay, or interruption of Services.

4. Heating and Cooling Center Site Operations.

A. Heating and cooling center Services shall be open to the public. Proof of Edgewood residency shall not be required.

B. A minimum of two (2) Provider staff members shall be present while an activated heating or cooling center is operating.

C. City employees may volunteer or be assigned by the City to assist but shall not be relied upon to satisfy Provider's minimum staffing requirement.

D. Provider shall make drinking water available to persons using the heating or cooling center.

E. Provider may provide coffee, other beverages, light snacks, or meals depending upon scheduled programming, need, and available resources.

F. Provider shall communicate heating and cooling center activations through its ordinary communication channels. The City may separately communicate activation information through City channels.

G. Provider shall notify the City as soon as reasonably practicable after becoming aware of a material restriction on its ability to provide mandatory heating or cooling center Services.

5. Meal and Nutritional Support Services.

A. In addition to food and beverages provided during heating and cooling center operations, Provider may provide meal and nutritional support Services as part of its regularly scheduled programming, including daytime or evening meals.

B. City supported meal and nutritional Services are intended to principally benefit Vulnerable Persons experiencing economic hardship or circumstances relating to disability, illness, or other health or functional limitations.

C. Provider may administer these Services in a manner that preserves participant dignity and avoids unnecessary barriers to assistance.

D. Provider need not make individualized determinations of a participant's income, financial status, medical condition, disability, or other circumstances, or obtain documentation of such circumstances as a condition of providing meal or nutritional Services. Provider may use reasonable and nonintrusive methods intended to reach the populations described in this subsection 5.B.

E. Incidental provision of a meal, snack, or beverage to a person outside the populations described in this subsection 5.B shall not, standing alone, constitute a breach where the meal and nutritional Services as a whole remain principally directed toward those populations.

6. Related Human Services.

In connection with the heating and cooling center, meal, and nutritional Services described above, Provider may provide related human Services to Vulnerable Persons, including hydration, access to safe indoor space, information regarding available governmental or nonprofit resources, referrals to governmental or nonprofit service providers, and related outreach.