



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, September 15, 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. INTERVIEWS

A. Expiring Parks and Recreation Advisory Board Positions No. 5, 6, and 7

3. COUNCIL BUSINESS

A. Flagpole at Edgewood Community Park

B. Economic Development Advisory Board Updates

C. Concurrency Code Updates

D. Lakehaven ILA Amendment #3

E. Pierce County Radio Agreements

F. Unified Regional Approach to Homelessness Resolution of Intent (*CM Southard, Sponsor - CM Keith, Co-Sponsor*)

G. 1-Year Extension of Current MVCC Heating and Cooling Center Contract (*CM Keith - Sponsor, CM Southard - Co-Sponsor*)

H. 2-Year New MVCC Heating and Cooling Center Contract

4. OTHER COUNCIL ITEMS

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: Expiring Parks and Recreation Advisory Board Positions No. 5, 6, and 7	Agenda Item #: 2.A
	For Agenda of: 9/15/2026
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/15/2026 SS 09/22/2026 RCM

Summary Statement:

In accordance with Section 2.31.020 of the Edgewood Municipal Code (EMC), appointment and reappointment to the Parks and Recreation Advisory Board (PRAB) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint or reappoint, and the Council shall confirm or deny the appointments proposed by the Mayor.

PRAB positions 4, 5, 6, and 7 are set to expire on September 30th. We have three candidates to interview this evening: Carrie Alger, Shawn Olesen, and Anne Percival, all current members who wish to continue their volunteer service.

Item History:

N/A

Recommended Action:

Interview applicants and make a recommendation to the Mayor regarding the open PRAB positions

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Economic Development Advisory Board Updates	Agenda Item #: 3.B
	For Agenda of: 9/15/2026
	Prepared by: Jeremy Metzler
Attachments (list):	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Monthly Report to Council, 2nd Study Session

Summary Statement:

As of the time this report was prepared, the Economic Development Advisory Board (EDAB) had not met since the last update to the City Council. They are meeting with the Planning Commission on Monday, September 14 to discuss Multifamily Tax Exemptions, and they will be meeting on Wednesday, September 16 to review Small Business Welcome Materials and prepare for their fall meetings. EDAB Chair Morgan will join us next month to provide an update on these meetings and their next regularly scheduled meeting (October 5).

Item History:

This is a reoccurring agenda item every second study session of the month.

Recommended Action:

Hold a discussion regarding Economic Development Advisory Board Updates

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Concurrency Code Updates	Agenda Item #: 3.C
	For Agenda of: 9/15/2026
	Prepared by: Jeremy Metzler
Attachments (list): 26-006-CODE_SEPA DNS - SIGNED PC Recommendation - Concurrency Code Updates - DRAFT Ordinance 26-0xxx Concurrency Code Updates - Attachment A - DRAFT Code Amendments	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/15/2026 SS 10/06/2026 SS 10/13/2026 RCM

Summary Statement: Concurrency Management regulations were adopted in 2017 under Ordinance 17-0499, codified in Edgewood Municipal Code (EMC) [Chapter 18.105](#). The purpose of this chapter is to implement the concurrency provisions of the city's Comprehensive Plan and General Sewer Plan, as applicable, in accordance with RCW 36.70A.070(6)(b), consistent with WAC 365-196-415(6) and 365-196-840. As codified, the chapter is solely focused on transportation concurrency.

Staff asked the city's on-call transportation consultant, Transpo Group, to review this code as part of this year's required annual report (see EMC 18.105.220) and provide any recommendations for updates. The three areas of focus were:

- **Trip Threshold:** EMC 18.105.030(B) sets the concurrency evaluation threshold at "10 or more new p.m. peak-hour trips." With "substantial remaining capacity across the system" and most development proposals generating more than 20 new p.m. peak-hour trips, Transpo suggests considering a threshold increase from 10 to 20 trips.
- **Multimodal Level of Service (LOS):** EMC 18.105.070 currently refers to "road facilities" consistent with the Transportation Element of the City's Comprehensive Plan. The 2024 Comprehensive Plan update also includes LOS measures for pedestrian, bicycle, and transit facilities. To avoid conflict and confusion, staff recommends revising EMC 18.105.070 to explicitly reference "vehicle LOS" as defined in the Comprehensive Plan, rather than using the broader term "road facilities."
- **Annual Report Frequency:** EMC 18.105.220 currently requires annual reporting and monitoring. Transpo suggests considering a bi-annual reporting schedule, based on recent application trends, the relatively limited change in observed transportation system performance, and available system

capacity. Reducing the reporting frequency could help streamline administrative efforts while still providing adequate monitoring to track system performance, identify emerging issues, and inform future transportation funding decisions, if needed.

This topic was discussed with the Planning Commission (PC) between May and August, and links to those meetings are provided under Item History, below. The Planning Commission made their formal recommendation for the City Council to adopt the code amendments at their August meeting. Attached for Council's review are the SEPA Determination of Nonsignificance (DNS), PC Recommendation, draft ordinance and redlined code amendments.

Since the PC's recommendation, there has been some further conversation with Transpo regarding LOS standards along Meridian Ave E (SR 161). While most areas in the city have multiple access points, there are a few neighborhoods zoned for higher-density growth that only have one point of access to Meridian. Increasing regional traffic volumes are causing some of these access points to technically fail as presently regulated, and those failures cannot be resolved without significant, multi-million-dollar investments. The attached draft ordinance includes a highlighted WHEREAS statement on this topic. Staff is seeking Council's interest in reviewing this code once more with this in mind, and staff is prepared to bring Transpo to a future study session for further discussion if desired.

Item History: Planning Commission Meetings:

- May 11, 2026 – [Meeting Materials](#) and [Recording](#)
- June 8, 2026 – [Meeting Materials](#) and [Recording](#)
- July 13, 2026 – [Meeting Materials](#) and [Recording](#)
- August 10, 2026 – [Meeting Materials](#) and [Recording](#)

Recommended Action:

Hold a discussion and provide staff guidance regarding Concurrency Code Updates

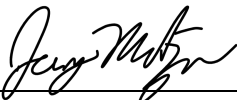
Fiscal Note/Consideration:

N/A



State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS)

City of Edgewood ■ 10440 Dom Calata Way E ■ Edgewood, Washington 98372-1513 ■ 253-952-3299

Issued:	June 28, 2026
File:	#26-006-CODE: EMC 18.105 Concurrency Management Code Amendments
Lead Agency:	City of Edgewood
Staff Contact:	Josh Kubitz, Planning Manager 253-952-3299 comdev@edgewoodwa.gov
Proponent:	City of Edgewood 253-952-3299 cityhall@edgewoodwa.gov
Location:	Non-Project Action (Citywide)
Proposal:	The City proposes amendments to Edgewood’s Concurrency Management regulations (EMC Chapter 18.105) to incorporate recent system performance recommendations from the city's transportation consultant. The proposed revisions aim to streamline administrative processes and reduce costs for smaller developments by increasing the peak-hour trip threshold, clarifying vehicle Level of Service (LOS) definitions, and shifting from an annual to a bi-annual reporting schedule.
Existing Documents:	All existing environmental documents and studies associated with this proposal are available on the City of Edgewood Permit Portal via portal.edgewoodwa.gov by searching the File No. 26-006-CODE.
SEPA:	The City of Edgewood has determined that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an Environmental Checklist and other information on file with the City. This DNS is issued under WAC 197-11-340(2). A final decision will not be made on this proposal until after August 1, 2026. SEPA Responsible Official:  Signature Date Jeremy Metzler, PE, Community Development Director
Comment Period:	Written comments may be submitted until July 13, 2026 by 5:00 PM via email, mail, or in-person via comdev@edgewoodwa.gov or City of Edgewood, 10440 Dom Calata Way E, Edgewood, WA 98372. Verbal comments may be submitted during the Planning Commission public hearing.
Public Hearing:	The City of Edgewood Planning Commission will convene a hybrid public hearing on the matter at 6:00pm on July 13, 2026 . Members of the public can attend and participate in person at Edgewood City Hall, Council Chambers, 10440 Dom Calata Way E, Edgewood, WA 98372 or virtually via Zoom by visiting zoom.us/join using Meeting ID: 970 6596 9184. Meeting information is available at edgewoodwa.gov/calendar .
Appeals:	Appeals for this threshold determination must be made to the City of Edgewood pursuant to EMC 20.05.250(J). Per EMC 20.05.250(E) appeals will be accepted until 5:00 PM on July 28, 2026. Appeals must be submitted in writing along with the appeal fee via the City’s permit portal: portal.edgewoodwa.gov



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted 7-0 to recommend that the City Council adopt the proposed draft amendments to EMC Chapter 18.105 regarding concurrency management, as attached hereto.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 10TH DAY OF AUGUST 2026.



JoAnn Overfield
Planning Commission Chair

Attest by:



Jeremy Metzler, PE

Community Development Director

ORDINANCE NO. 26-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATED TO UPDATING THE CITY'S CONCURRENCY MANAGEMENT REGULATIONS; ADOPTING AMENDMENTS TO EDGEWOOD MUNICIPAL CODE (EMC) TITLE 18 TO UPDATE THRESHOLDS, REPORTING REQUIREMENTS, AND LOCAL POLICY RELATED TO TRANSPORTATION CONCURRENCY; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Edgewood Municipal Code (EMC) Title 18 contains concurrency management regulations, adopted in 2017 under Ordinance 17-0499 and focusing on transportation; and

WHEREAS, with there being nearly ten years since its adoption with no updates, staff asked the city's on-call transportation consultant, Transpo Group, to review this code as part of this year's annual concurrency report; and

WHEREAS, to improve efficiencies and reduce costs based on recent and anticipated development activity, Transpo Group suggested clarifying language regarding multimodal level of service, updating the peak hour trip threshold, and reducing the reporting frequency; and

WHEREAS, the Planning Commission met to review the suggested amendments to EMC Title 18 on May 11, 2026, June 8, 2026, July 13, 2026, and August 10, 2026; and

WHEREAS, the procedures for amendments to development regulations as provided in EMC 18.60 were followed as documented in the Planning Commission staff report dated August 10, 2026; and

WHEREAS, the suggested amendments were submitted to the Department of Commerce for 60-day review on June 26, 2026; and

WHEREAS, in accordance with the State Environmental Policy Act (SEPA), the City issued a Determination of Nonsignificance (DNS) on June 28, 2026, under File No. 26-006-CODE with a public comment period ending on July 13, 2026, and appeal period ending on August 1, 2026, where no appeals were received; and

WHEREAS, in accordance with EMC 18.60.070, the City issued a Notice of Public Hearing for the proposed code amendments on June 28, 2026, setting the Planning Commission public hearing for July 13, 2026 at 6:00 PM; and

WHEREAS, on August 10, 2026, the Planning Commission voted unanimously to recommend adoption of the proposed amendments to EMC Title 18 to the City Council; and

WHEREAS, the City Council reviewed the proposed code amendments at their study sessions held on September 15, 2026, and October 6, 2026; and

WHEREAS, due to the unintended consequences regional traffic volumes may have on potential development in certain areas of the city zoned for higher-density growth, the Council

desires additional amendments regarding acceptable LOS along the Meridian Avenue E (SR 161) Corridor; and

WHEREAS, the City Council considered the amendments at their regular meeting held on October 13, 2026;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. EMC Chapter 18.105 Amended. Amendments to EMC Chapter 18.105 relating to Concurrency Management are attached hereto as Exhibit A, incorporated by reference.

Section 2. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. A summary of this Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE 13TH DAY OF OCTOBER, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Maili C. Barber, City Attorney

Date of Publication: 10/16/2026

Effective Date: 10/21/2026

Chapter 18.105

CONCURRENCY MANAGEMENT

18.105.010 Purpose.

The purpose of this chapter is to implement the concurrency provisions of the transportation and utilities elements of the city's comprehensive plan, the water and sewer comprehensive plans, all in accordance with RCW 36.70A.070(6)(b), consistent with WAC ~~365-195-510 and 365-195-835~~, 365-196-415(6) and 365-196-840. All applications that are not exempt (as defined herein) shall be processed under and shall comply with this chapter, which shall be cited as the city's "concurrency management ordinance."

18.105.020 Authority.

The director of public works or his/her designee shall be responsible for implementing and enforcing this concurrency management chapter.

18.105.030 Exempt development.

A. No development activity (as defined in EMC § 18.20.070) shall be exempt from the requirements of this chapter, unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on transportation facilities:

1. Administrative interpretations;
2. Sign permit;
3. Street vacations;
4. Demolition permit;
5. Street use permit;
6. Interior alterations of a structure with no change in use;
7. Excavation/clearing permit;
8. Hydrant use permit;
9. Right-of-way permit;
10. Residential remodeling with no change of use;
11. Plumbing permit;
12. Electrical permit;
13. Mechanical permit;
14. Excavation permit;
15. Sewer connection permit;
16. Driveway or street access permit;
17. Grading permit;
18. Tenant improvement permit;

19. Fire code permit;

20. Design review approval.

Notwithstanding the above, if any of the above permit applications will exceed the thresholds identified in subsection B of this section, such application shall not be exempt from the requirements of this chapter.

B. Transportation. This chapter shall apply to all applications for development or redevelopment, excluding an individual residential detached dwelling or middle housing unit, if the proposal or use will generate one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element of the city's comprehensive plan, and/or a total of ~~120~~ or more new p.m. peak-hour trips. Every application for development exceeding these thresholds shall be accompanied by a concurrency application, requiring the city to perform a capacity evaluation ~~prepare a traffic report~~ as defined in EMC § 18.105.090.

18.105.040 Capacity evaluation required for a change in use.

Any nonexempt development activity shall require a capacity evaluation in accordance with this chapter.

A. Increased Impact on Road Facilities. If a change in use will have a greater impact on road facilities than the previous use, as determined by the director, based on review of information submitted by the applicant and such supplemental information as available, a CRC shall be required for the net increase only; provided, that the applicant shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five-year period prior to the date of application for the capacity evaluation.

B. Decreased Impact on Road Facilities. If a change in use will have an equal or lesser impact on road facilities than the previous use as determined by the director, based on review of information submitted by the applicant and supplemental information as available, a CRC will not be required.

C. No Capacity Credit. If no use existed on the site for the five-year period prior to the date of application, no capacity credit shall be issued pursuant to this section.

D. Demolition or Termination of Use. In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon the net increase of the impact on road facilities for the new or proposed land use, as compared to the land use existing prior to demolition; provided, that such credit is utilized through a CRC within five years of the date of the issuance of the demolition permit.

18.105.050 Capacity evaluations required for certain rezones and comprehensive plan amendments.

A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the city in determining the appropriateness of the comprehensive plan or zoning amendment.

18.105.060 All capacity determinations exempt from project permit processing.

The processing of applications pursuant to the authority in this chapter shall be exempt from project permit processing procedures as described in Chapter 18.40 EMC, except that the appeal procedures of Chapter 18.40 EMC shall apply as indicated in this chapter. The city's processing of capacity determinations and resolving capacity disputes involves a different review procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation and utilities elements of the comprehensive plan.

18.105.070 Level of service standards.

A. Generally. Level of service (LOS) is the established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need, as mandated by Chapter 36.70A RCW. LOS standards shall be used to determine if public facilities or services are adequate to support a development's impact.

1 The concept of concurrency is based on the maintenance of specified levels of service through capacity monitoring,
2 allocation and reservation procedures.

3 B. Specific public facilities and services. The city requires concurrency evaluations under the following categories:
4 ~~Concurrency describes the situation in which road facilities are available when the impacts of development occur.~~
5 ~~For road facilities, this time period is statutorily established as within six years from the time of development. (See~~
6 ~~RCW 36.70A.070(6)(b) and WAC 365-195-210.)~~

7 1. Roads. Concurrency describes the situation in which road facilities are available when the impacts of
8 development occur. For road facilities, ~~†~~This time period is statutorily established as within six years from the
9 time of development. (See RCW 36.70A.070(6)(b) and WAC 365-196-210.) The city has designated levels of
10 service for vehicle use of road facilities in the transportation element of the city's comprehensive plan:

11 a. To conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;

12 b. To reflect realistic expectations consistent with the achievement of growth aims; and

13 c. For road facilities according to WAC 365-196-430 ~~5-325~~; and

14 d. To prohibit development if concurrency for vehicle use of road facilities is not achieved (RCW
15 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the
16 city's comprehensive plan will be reassessed to ensure that level of service standards will be met, or level of
17 service standards will be adjusted.

18 **18.105.080 Effect of LOS standards.**

19 A. Roads. The director shall use the LOS standards set forth in the transportation element of the city's
20 comprehensive plan to make concurrency evaluations as part of the review of any application for a transportation
21 concurrency reservation certificate (CRC) issued pursuant to this chapter.

22 **18.105.090 Capacity evaluations required prior to issuance of CRC.**

23 A. A capacity evaluation for transportation shall be required for any of the nonexempt activities identified in EMC §
24 18.105.030.

25 B. The director shall utilize the requirements in EMC § 18.105.070 through 18.105.080 to conduct a capacity
26 evaluation prior to issuance of a CRC. In addition to the requirements set forth in these sections, the director may
27 also utilize state law or the Washington Administrative Code, or such other rules regarding concurrency, which may
28 be established from time to time by administrative rule. In cases where LOS standards do not apply, the director
29 shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to,
30 independent LOS analysis.

31 C. A capacity reservation certificate (CRC) will not be issued except after a capacity evaluation performed pursuant
32 to this chapter, indicating that capacity is available in all applicable city road facilities.

33 **18.105.100 Application for capacity evaluation.**

34 A. An application for a CRC and the application for the underlying development permit, or other activity, shall be
35 accompanied by the requisite fee, as set forth in the city of Edgewood fee schedule. An applicant for the CRC shall
36 submit the following information to the director, on a form provided by the director, together with the underlying
37 development application:

38 1. Date of submittal;

39 2. Developer's name, address, telephone number and email;

40 3. Legal description of property as required by the underlying development permit application, together with an
41 exhibit showing a map of the property;

42 4. Proposed use(s) by land use category, square feet and number of units;

5. Phasing information by proposed uses, square feet and number of units, if applicable;
6. Existing use of property;
7. Acreage of property;
8. Proposed site design information, if applicable;
9. The applicant's proposed mitigation (if any) for the impact on the city's transportation facilities;
10. Written consent of the property owner, if different from the developer;
11. Proposed request of capacity by legal description, if applicable;
12. Stormwater drainage report prepared by a licensed professional engineer.

B. Additional Information for Transportation Capacity Evaluations Only.

1. A preliminary site plan, which is a plan showing the approximate layout of proposed structures and other development, type and number of dwelling units, type and number of nonresidential building areas with gross square footage, the land use codes per the most recent edition of Trip Generation from the Institute of Transportation Engineers (ITE) and an analysis of the points of access to existing and proposed roadways;
2. The applicant is not required to submit a traffic impact analysis from an independent traffic engineer. Instead, those applicants with a transportation CRC application that are required to have the city provide a traffic report in accordance with EMC § 18.105.090 shall instead pay to the city a deposit equal to the estimated fee for the city's preparation of a traffic report. The amount of the deposit shall be as set forth in the city of Edgewood fee schedule and paid at the time the transportation CRC application is submitted. The fee shall vary based on the number of new p.m. peak-hour trips produced by the development. The applicant shall be subject to repayment of fees for any subsequent revisions to the original traffic report. Fees for revisions may be calculated in proportion to the original fee depending on the effort involved to revise the traffic report. Even if the traffic report is based on an estimate of the impact, the applicant will still be bound by the estimate of the impact, and any upward deviation from the estimated traffic impact shall require at least one of the following:
(a) a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; (b) mitigation of the additional impact under SEPA; (c) revocation of the CRC.

18.105.110 Submission and acceptance of a CRC application.

A. Notice of Application. Issuance of a notice of application for the underlying permit application shall be handled by the planning director or designee, following the process in Chapter 18.40 EMC. The notice of application required by Chapter 18.40 EMC shall state that an application for a concurrency determination has been received by the city.

B. Determination of Completeness. The planning director shall immediately forward all CRC applications received with development applications to the public works/engineering staff. Within 28 days after receiving an application for a CRC, the public works/engineering staff shall mail or personally deliver to the applicant a determination which states either:

1. That the concurrency application is complete; or
2. That the concurrency application is incomplete and what is necessary to make the application complete.

C. Additional Information. An application for a CRC is complete for purposes of initial processing when it meets the submission requirements in EMC § 18.105.100. The determination of completeness shall be made when the application is sufficiently complete for review, even though additional information may be required or project modifications may be undertaken subsequently. The director's determination of completeness shall not preclude the director's ability to request additional information or studies.

D. Incomplete Applications.

1. Whenever the city issues a determination that the CRC is not complete, the CRC application shall be handled in the same manner as a project permit application under Chapter 18.40 EMC.

2. Date of Acceptance of Application. An application for a CRC shall not be officially accepted or processed until it is complete and the underlying development application has been determined complete. When an application is determined complete, the director shall accept it and note the date of acceptance.

18.105.120 Method of capacity evaluation.

A. Generally. In order to determine concurrency for the purposes of issuance of a transportation CRC, the director shall make the determination described in subsections (B) and (C) of this section. The director may deem the development concurrent with transportation facilities, with the condition that the necessary facilities or services shall be available through a financial commitment in an enforceable development agreement (see Chapter 18.55 EMC). In no event shall the director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying application.

B. Transportation.

1. Upon submission and acceptance of a complete transportation CRC application, the director shall conduct a traffic impact analysis and issue a traffic report for those applications meeting the requirements of EMC § 18.105.110(B)(1).

2. In performing the concurrency evaluation for transportation facilities, and to prepare the transportation CRC, the director shall determine, based on the conclusions of the traffic report, whether a proposed development can be accommodated within the existing or planned capacity of transportation facilities. This shall involve the following:

a. A determination of anticipated total capacity at the time the proposed impacts of development occur or within six years of such time;

b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. Calculation of the available capacity for the proposed development;

d. Calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation identified by the applicant to be provided by the applicant at the applicant's cost;

e. Comparison of available capacity with proposed development impacts.

3. The director shall determine if the capacity of the city's transportation facilities, less the capacity which is reserved, can be provided while meeting the level of service performance standards set forth in the city's comprehensive plan, and if so, shall provide the applicant with a transportation CRC. The director's determination will be based on the application materials provided by the applicant, which must include the applicant's proposed mitigation for the impact on the city's transportation facilities.

C. Lack of Concurrency.

1. Transportation. If the director determines that the proposed development will cause the LOS of a city-owned transportation facility to decline below the standards adopted in the transportation element of the city's comprehensive plan, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a transportation CRC and the underlying development permit, if such an application has been made, shall be denied. Upon denial, the applicant may perform one of the following:

a. Appeal the findings of the traffic report in accordance with Chapter 18.40 EMC; or

b. Offer alternative data and/or perform an independent traffic impact analysis at the applicant's sole expense in support of alternative conclusions. Any study shall be in accordance with EMC § 18.105.090; or

c. Modify the development proposal to lessen the traffic impacts and/or identify voluntary transportation improvements as mitigation to be provided by the applicant at the applicant's cost and reapply for capacity review. Reapplication shall require repayment of the traffic report preparation fee in accordance with EMC § 18.105.100(B)(2); or

d. Withdraw the CRC application.

18.105.130 Purpose of capacity reservation certificate.

A. A transportation CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not cause the level of service on a city-owned transportation facility to decline below the standards adopted in the transportation element of the city's comprehensive plan; or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a transportation CRC, the director will reserve transportation facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in Chapter 18.40 EMC. Although the CRC may identify the number of projected trips associated with the proposed development, nothing in this chapter (including the trip transfer procedures) shall imply that the applicant "owns" or has any ownership interest in the projected trips.

18.105.140 Procedure for capacity reservation certificates.

After receipt of a complete application for a CRC, the director shall process the application in accordance with this chapter and issue the CRC or a denial letter.

18.105.150 Use of reserved capacity.

When a CRC and a development permit issue for a project, the CRC shall continue to reserve the capacity unless the development permit lapses or expires without issuance of a certificate of occupancy.

18.105.160 Transfer of reserved capacity.

Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the applicant in the CRC application. The applicant may, as part of a development permit application, designate the amount of capacity to be allocated to portions of the property, such as lots, blocks, parcels or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

18.105.170 Denial letter.

If the director determines that there is a lack of concurrency under the above provisions, the director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the denial letter shall also be sent to the property owner. At a minimum, the denial letter shall identify the application and include the following information:

A. For Roads.

1. An estimate of the level of the deficiency on the transportation facilities; and

2. The options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost.

B. For All. A statement that the denial letter may be appealed if the appeal is submitted to the city engineer within 10 days after issuance of the denial letter, and that the appeal must conform to the requirements in Chapter 18.40 EMC. Any appeal of a denial letter must be filed according to this section, prior to issuance of the city's decision on the underlying development application. If an appeal is filed, processing of the underlying development application shall be stayed until the final decision on the appeal of the denial letter.

18.105.180 Notice of concurrency determination.

A. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the SEPA threshold determination for the underlying development permit, unless the project is exempt from SEPA, in which case notice shall be given in the same manner as a final decision on the underlying development permit without any accompanying threshold determination. In the case of an approved CRC, any mitigation identified by the applicant to be provided by the applicant at the applicant's cost shall be included in the SEPA threshold determination or underlying permit decision (if categorically exempt from SEPA).

B. If a denial letter is not timely appealed, the underlying permit application will be processed and, in most instances, will result in a denial. If a denial letter is appealed, any mitigation or conditions included in the appeal decision shall be included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA).

18.105.190 Expiration of CRC and extensions of time.

A. Expiration. If a certificate of occupancy has not been requested prior to the expiration of the underlying permit or termination of the associated development agreement, the director shall convert the reserved capacity to available capacity for the use of other developments. The act of requesting a certificate of occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes. If a complete underlying project permit application is expired as provided for in Chapter 18.40 EMC, the director shall convert any reserved capacity allocated to the underlying project permit for use by other developments.

B. Extensions for Road Facilities. The city shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the transportation CRC or any subsequent extension.

C. If a CRC has been granted for a rezone or comprehensive plan amendment, the CRC shall expire when the development agreement for the comprehensive plan or rezone terminates. If there is no associated development agreement, the CRC shall expire within five years after the CRC approval anniversary date.

18.105.200 Appeals.

Upon receipt of an appeal of the denial letter, the director shall handle the appeal as follows:

A. A meeting shall be scheduled with the applicant to review the denial letter and the application materials, together with the appeal statement.

B. Within 14 days after the meeting, the director shall issue a written appeal decision, which will list all of the materials considered in making the decision. The appeal decision shall either affirm or reverse the denial letter. If the denial letter is reversed, the director shall identify the mitigation that the applicant proposes to provide at the applicant's cost, which will be imposed on the application approval in order to achieve concurrency.

C. The mitigation identified in the appeal decision shall be incorporated into the city's SEPA threshold decision on the application.

D. The appeal decision shall state that it may be appealed with any appeal of the underlying application or activity, pursuant to Chapter 18.40 EMC.

18.105.210 Purpose and procedure for administration.

A. "Capacity" refers to the ability or availability of water in the city's water system. "Capacity" refers to the ability to treat effluent in the city's wastewater treatment plant to the levels and volume limits in the city's NPDES permit. "Capacity" also refers to the ability or availability of road facilities to accommodate users, expressed in an approximate unit of measure, such as LOS for road facilities. "Available capacity" represents a specific amount of capacity that may be reserved by or committed to future users of the city's road facilities.

B. There are two capacity accounts to be utilized by the director in the implementation of this chapter for water, sewer and transportation. These accounts are:

1. The available capacity account; and

2. The reserved capacity account.

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a CRC is issued. Once the proposed development is constructed and an occupancy certificate is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the director may transfer capacity between accounts.

18.105.220 ~~Annual~~ Periodic reporting and monitoring.

A. The director is responsible for completion of ~~annual~~ periodic transportation capacity availability reports. These reports shall evaluate reserved capacity and permitted development activity for the previous ~~12-month~~ period, which shall be no less than 12 months and no greater than 24 months, and determine existing conditions with regard to available capacity for roads. The evaluations shall report on capacity used for the previous period and capacity available for the six-year capital facilities of the city's comprehensive plan, six-year transportation plan for road facilities, based on LOS standards. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, public road facility inventories, and revenue projections, and shall, at a minimum, include:

1. A summary of development activity;

2. The status of each capacity account;

3. The six-year transportation plan;

4. Actual capacity of selected street segments and intersections and current LOS;

5. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the comprehensive plan.

B. The findings of the ~~annual~~ periodic capacity availability report shall be considered by the council in preparing ~~the annual~~ updates to the capital improvement element, any proposed amendments to the CIP and six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

C. Based upon the analysis included in the ~~annual~~ periodic capacity availability reports, the director shall recommend to the city council ~~each year~~ any necessary amendments to the CIP, TIP and comprehensive plan. The director shall also report on the status of all capacity accounts when public hearings for comprehensive plan amendments are heard.

18.105.230 Road LOS monitoring and modeling.

A. The city shall monitor level of service standards through an annual update of the six-year transportation plan which will add data reflecting development permits issued and trip allocations reserved.

B. A new trip allocation shall be assigned for each traffic analysis zone, based on the results from the traffic demand model used by the city, to ensure that the city is achieving the adopted LOS standards described in this chapter and the transportation element of the comprehensive plan.

C. Amendments to the trip allocation program that exceed the total aggregate annual trip allocation per zone for any given year shall require an amendment to the comprehensive plan. Monitoring and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

18.105.240 Traffic impact analysis standardized format.

Incorporated herein by this reference are the standardized Traffic Impact Analysis Guidelines, originally dated March 2012 or subsequently updated, of the required format for any submitted developer's independent traffic impact analysis. The traffic impact analysis may be completed at the time of submittal of the original application or upon denial of a transportation CRC application.



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Lakehaven ILA Amendement #3	Agenda Item #: 3.D
	For Agenda of: 9/15/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 26-0xxx ILA 3rd Amend 2. LWSD Materials 20260910	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 09/10/2026 09/10/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/15/2026 SS 09/22/2026 RCM

Summary Statement:

Following the adoption of the City's updated General Sewer Plan (GSP) at the end of 2024, staff has been looking at areas abutting the existing sanitary sewer service boundary for potential expansion based on demand and anticipated costs. Following a detailed review of remaining capacity under the existing Interlocal Agreement (ILA) with Lakehaven Water and Sewer District (LWSD), City staff have determined a maximum service area boundary in coordination with LWSD staff.

Attached for the Council's review are a draft resolution and ILA amendment to establish said maximum service area boundary, including some additional provisions to address and manage sewer system capacity before reaching the limit. The ILA Amendment has been reviewed by the LWSD Board, and they have tentative action for their Board meeting scheduled on September 10, 2026.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Lakehaven ILA Amendement #3

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 26-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A THIRD
AMENDMENT TO THE INTERLOCAL AGREEMENT WITH
LAKEHAVEN WATER AND SEWER DISTRICT**

WHEREAS, on January 23, 2007, the City of Edgewood (“City”) and Lakehaven Water and Sewer District (“Lakehaven” or “District”) executed an Interlocal Agreement pursuant to RCW Ch. 39.34 (“ILA”); and

WHEREAS, the City and the District executed the First Amendment to the ILA on June 2, 2017; and

WHEREAS, the City and the District executed another First Amendment to the ILA on September 23, 2021; and

WHEREAS, the City and the District executed the Second Amendment to the ILA on April 26, 2022; and

WHEREAS, the City adopted an updated General Sewer Plan (“GSP”) under Ordinance 24-0670 on December 10, 2024, which updated service area maps and eliminated phasing; and

WHEREAS, the City and the District now desire to amend the ILA to revise Exhibit C-2 of the ILA, depicting the City’s Sewer Service Area consistent with the updated GSP and currently agreed discharge limit of 0.692 MGD;

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

Section 1. Third Amendment Authorized. The Mayor is hereby authorized to sign the Third Amendment to the Interlocal Agreement between the City of Edgewood and Lakehaven Water and Sewer District, in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

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

ADOPTED THIS 22ND DAY OF SEPTEMBER, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

Exhibit A
Third Amendment to Agreement Between City of Edgewood
and Lakehaven Water and Sewer District

DRAFT

THIRD AMENDMENT TO AGREEMENT BETWEEN CITY OF EDGEWOOD AND LAKEHAVEN WATER AND SEWER DISTRICT

WHEREAS, the City of Edgewood (“City” or “Edgewood”) and the Lakehaven Water and Sewer District (“LWSD” or “District”) entered into an Interlocal Agreement pursuant to RCW Ch. 39.34 dated January 23, 2007 (“ILA”); and

WHEREAS, the ILA established the terms and conditions under which the LWSD accepts, conveys, and treats sewage from residential and non-residential property lying within the City; and

WHEREAS, the parties executed a Memorandum of Understanding Regarding Operations & Maintenance Conditional Acceptance on July 27, 2011 (“MOU”); and

WHEREAS, the parties executed the First Amendment to the ILA on June 2, 2017; and

WHEREAS, the parties executed another First Amendment to the ILA on September 23, 2021; and

WHEREAS, the parties executed the Second Amendment to the ILA on April 26, 2022; and

WHEREAS, the parties desire to amend the ILA through this Third Amendment;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS, AND AGREEMENTS CONTAINED IN THE INTERLOCAL AGREEMENT, AND THE MOU, AND THE FIRST AMENDMENT, AND THE SECOND AMENDMENT, THE PARTIES FURTHER AGREE AS FOLLOWS:

1. Purpose: This Agreement amends the terms and conditions under which LWSD will continue to accept, convey, and treat sewage from residential and non-residential property lying within the City.
2. Area Served: Exhibit C-2 of the Second Amendment is hereby superseded and replaced with Exhibit C-3 attached to this Third Amendment and incorporated herein by reference.
3. System Capacity: Section 2.1 of the ILA and Section 3 of the MOU are hereby amended to include the following terms and conditions:
 - a. Edgewood must submit a plan and a schedule to LWSD regarding system capacity limitations when:
 - i. The actual flow reaches 85 percent of the system capacity limit of 0.692 MGD for three (3) consecutive months.
 - ii. The projected flow would reach the system capacity limit of 0.692 MGD within five (5) years.
 - b. The plan and schedule under subsection a, above, must identify the actions necessary to maintain adequate system capacity for both Edgewood and the portions of LWSD’s

systems affected, for the expected population growth and to meet the system capacity limits, as defined herein until otherwise negotiated subject to said plan and schedule. Edgewood must consider the following topics and actions in its plan:

- i. Analysis of the present system design.
 - ii. Reduction or elimination of excessive infiltration and inflow of uncontaminated ground and surface water into the sewer system, if present.
 - iii. Limits on future sewer extensions or connections.
 - iv. Modification or expansion of existing system facilities needed to support future sewer extensions or connections, including a financial plan to accomplish said modification or expansion.
4. All other terms of the ILA, MOU, the First Amendment and the Second Amendment remain unchanged and enforceable. In the case of any conflict between the terms of the ILA, the MOU, both First Amendments, the Second Amendment, and this Third Amendment, the provisions of this Third Amendment shall control.

IN WITNESS THEREOF, the Parties have caused this Third Amendment to be executed this ____ day of _____, 2026.

CITY OF EDGEWOOD

LAKEHAVEN WATER AND SEWER DISTRICT

By: _____

By: _____

Its: Mayor, Dave Olson

Its: General Manager, John Bowman

Date: _____

Date: _____

ATTEST:

City Clerk, Jill Schwerzler-Herrera

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney, Mali C. Barber

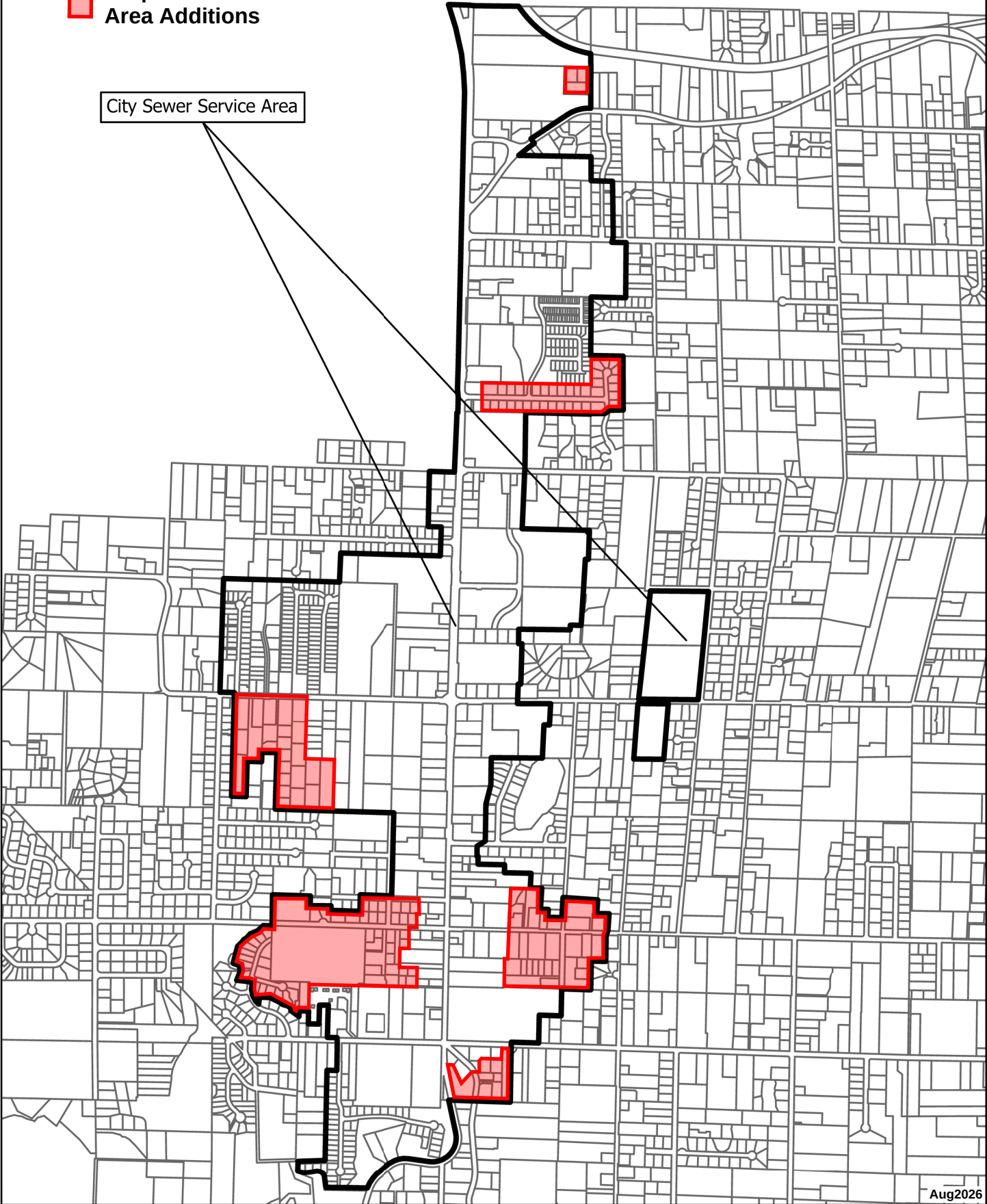
General Counsel, Peter Beckwith

Exhibit C-3

Tributary to Lakehaven

 **Proposed Service Area Additions**

City Sewer Service Area





City Of Edgewood Council Agenda Summary Sheet

Subject: Pierce County Radio Agreements	Agenda Item #: 3.E
	For Agenda of: 9/15/2026
	Prepared by: Matthew Ray
Attachments (list): 1. RESOLUTION 26-XXXX, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PIERCE COUNTY TO USE RADIO FREQUENCY AND MAINTENANCE OF 2. Radio Maintenance Agreement 3. Radio Frequency Mutual Aid Agreement	
Approval of Materials: Matthew Ray Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required: Amount Budgeted: Timeline:

Summary Statement:

In December 2020, the city entered into an agreement with Pierce County to provide access to its Single County Wide Communication System. This allows staff to use mobile, portable radios and associated equipment on Pierce County frequencies. The original agreement was designed to sunset after two years but was renewed in 2022 and 2024. This new agreement will allow staff to continue to use our equipment on Pierce County's network as well as a mechanism to pay Pierce County if we need to have units programmed to work on their network.

Item History:

9/15/2026 SS Discussion

Recommended Action:

Hold a discussion and provide staff guidance regarding Pierce County Radio Agreements

Fiscal Note/Consideration:

RESOLUTION NO. 26-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PIERCE COUNTY) TO USE SINGLE COUNTY WIDE COMMUNICATIONS SYSTEM AND THE MAINTENANCE OF CITY OWNED RADIO EQUIPMENT

WHEREAS, First Responders ability to communicate during an emergency is key to ensure public safety, protection of property, and coordinate response efforts; and

WHEREAS, the City has determined it is in the City's best interests to add interoperable radios to provide Public Works and First Responders a reliable communication network that works with Pierce County staff; and

WHEREAS, Pierce County maintains and operates a County Wide Radio network providing Radio Frequency to the County, Cities and Utilities made up therein; and

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

Section 1. Contract Authorized. The mayor is authorized to execute the Radio Frequency Use Mutual Aid Agreement with Pierce Transit-Pierce County Combined Communications Network, attached hereto.

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

ADOPTED THIS 22nd DAY OF SEPTEMBER 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

AGREEMENT FOR COMMUNICATIONS MAINTENANCE PROGRAM

AGREEMENT made September 1st, 2026, between PIERCE COUNTY, herein referred to as “County,” and the City of Edgewood, referred to as “Agency”.

SECTION I. THE PARTIES

This is a communications maintenance and installation program contract between Agency and County.

SECTION II. TERM OF AGREEMENT – TERMINATION

This agreement shall commence as of the date of execution and terminate 2 years from the date of execution. Either party may terminate this agreement upon thirty (30) days written notice.

SECTION III. OBLIGATIONS OF COUNTY

- A. All maintenance, repair, installation, engineering, and upgrading of Agency’s radio communications system previously agreed to by Agency and County shall be carried out by County, according to time schedules and location of work arrangements to be negotiated by the parties giving due consideration to the immediacy of the need and the workload of the County.
- B. On notice from Agency, County shall make any repairs necessitated by normal wear and tear resulting from normal operation, whenever such repairs are required for safe and proper operation of radio system unit.
- C. County and its agents and representatives shall at all reasonable times be given access to the radio system unit for the purpose of inspecting, altering, repairing, improving or adding to or removing the same.
- D. The described work on base station and associated equipment will be done on site. Work on all equipment, including portables, will be performed at the County Radio Shop, which shall include installation of radio equipment in all Agency’s vehicles.

SECTION IV. FEES

Agency shall reimburse the County for its services described above, at the rate of One Hundred and Thirty-Five (\$135.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by Agency. In addition, the County shall be reimbursed its cost plus 20% for all materials and parts provided by County; except that prior written authorization by Agency shall be required for materials or parts in excess of Five Hundred (\$500.00) dollars. Payment shall be made by Agency within thirty (30) days of presentation of invoice listing time, parts and materials by the County. In the event of a fee increase, written notice will be given Sixty (60) days prior to the increase.

SECTION V. INDEMNITY

Notwithstanding anything to the contrary contained in this agreement, Agency shall not be responsible or liable in any manner whatsoever for, and the County shall indemnify Agency against any and all claims, suits, damages, costs or expenses arising from or growing out of, or caused by any negligence in connection with the installation, maintenance, engineering or upgrading of the radio system unit performed by the County, except for the sole negligence of Agency. The County will not be responsible for claims arising out of the Antenna Supporting Structures.

SECTION VI. ASSIGNABILITY

This agreement shall not be assigned by County without the written consent of Agency. If this agreement is assigned without Agency's written consent either by act of County or by operation of law, it shall thereupon terminate subject to the provisions herein before set forth.

SECTION VII. GOVERNING LAW

This agreement shall be governed by and construed under the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

Agency:

Agency Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

UBI No. _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney

Date

Recommended:

Finance

Date

Approved:

Department Director

Date

RADIO FREQUENCY USE MUTUAL AID AGREEMENT (MAA)

Between

PIERCE COUNTY

And

CITY OF EDGEWOOD

This Mutual Aid Agreement (MAA) is made by and between Pierce County (hereinafter “County”) and the City of Edgewood (hereinafter “Agency”) to memorialize their mutual understanding regarding access, for the purposes of mutual aid only, to the Single County-Wide Communication System, (hereinafter “SCWCS”), for use of its mobile, portable radios and associated equipment beginning upon the date of execution through a period of 2 years from the date of execution.

OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, and VHF Overlay systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

1. RECITALS

- 1.1 The Agency desires to access the SCWCS for public safety and first responder mutual aid, using its approved mobile and portable radios and associated equipment, on a non-exclusive shared basis with Pierce County (the “County”), and other Subscribers operating on the system;
- 1.2 The County desires to provide the Agency access to the SCWCS for mutual aid use only under the terms and conditions provided herein; and
- 1.3 NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

2. AGENCY RESPONSIBILITIES

- 2.1 Agency acknowledges and agrees that its access to and use of the SCWCS is for mutual aid purposes only, and is on a non-exclusive, shared basis with other Agencies of the system, including the County. Agency agrees that it will operate its equipment so as not to cause undue interference with any other Agency operating on the SCWCS.

- 2.2 It is the responsibility of the Agency to perform its own communications coverage study to ensure that the Agency is fully aware of the coverage within its operational area. Therefore, the Agency is accepting the SCWCS coverage “as is”.
- 2.3 Agency shall assume responsibility for all Agency employees, contractors, subcontractors and or agents having access to and use of the SCWCS.
- 2.4 Agency agrees that its access to and use of the system is for mutual aid purposes only and shall at all times comply with the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first responder, and public service Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC and all decisions and orders of the FCC applicable to SCWCS and Subscriber’s access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended (“FCC Rules”). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.
- 2.5 Agency will provide notice to County of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within three (3) business days of Agency’s receipt thereof.
- 2.6 Agency shall notify the Principal Contacts in Section 11 by e-mail and phone call if one or more of its subscriber units have been lost or stolen within twenty-four (24) hours of determining that the subscriber units have been lost or stolen.
- 2.7 Subscriber Equipment: Agency assumes all costs and responsibility for providing the Agency subscriber units (portables, mobiles, base stations, and consolettes) that will have access to the SCWCS. Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS, and has been approved by County.
 - (a) Agencies are responsible for acquiring their own subscriber equipment.
 - (b) Agency is responsible for proper Preventive Maintenance (PM) and repair of their Agency’s equipment. This assures that the Agency subscriber equipment is in optimal operating order and will not have an adverse impact on other Subscriber Agencies use of the SCWCS.
 - (c) Agency mobile radios and control stations will not exceed 10 watts of power output.

3. STIPULATIONS

- 3.1 Interoperable communications are essential for mutual aid operations; this agreement is entered into and provides for joint mutual aid operations on Pierce County frequencies in accordance with the following stipulations.
 - (a) Operations are not authorized until this Frequency Use Agreement is signed by both parties.
 - (b) Operations are not authorized until the Principal Contacts under section 10 has been completed by both parties.
 - (c) Uses of the authorized frequencies are for official use only and are restricted to intercommunication for the purpose of public safety mutual aid communications only.

- (d) The Agency operations under this agreement must conform in all respects to any restriction or limitation imposed by the Federal Communications Commission (FCC) on the principal licensee (Pierce County).
 - (e) The County shall incur no additional costs as a result of the Agency use of the system, and the Agency shall bear all costs associated therewith.
 - (f) All radios operated by the Agency utilizing the County radio system shall be FCC Part 90 Certified and have been programmed, serviced and repaired only by industry-qualified personnel at a manufacturer-authorized land mobile radio service facility. The Agency shall bear all costs associated with therewith.
- 3.2 No change, alteration or amendment of this Agreement may be made except by written consent of both parties

4. DURATION, CANCELLATION & TERMINATION

- 4.1 The MAA shall not exceed two (2) years.
- 4.2 The MAA may also be cancelled by the County or the agency with thirty (30) day written notice.

5. INTERRUPTION OF SERVICE; FORCE MAJEURE

- 5.1 County shall not be liable to Agency or any other person for any loss or damage, regardless of cause. County does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of County or its subcontractors, including but not restricted to, acts of God, or governmental entities, or of the public enemy, strikes, or unusually severe weather conditions.

6. LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 6.1 Agency acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. County is not liable to Agency for any claims, loss, damages or cost which may result from lack of privacy on the system.
- 6.2 Agency hereby agrees to indemnify and save County harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the radio system by Agency or those using Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Agency with the facilities of County or any carrier; and against all other claims arising out of any act or omission of Agency in connection with the facilities or service provided by County.
- 6.3 The Parties to this MAA verify their represented agencies and customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this MAA to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this system or its affects.

- 6.4 Agency agrees to release, defend, indemnify and hold harmless County, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this MAA, including without limitation, claims for personal injury or wrongful death.

7. NOTICES

- 7.1 All notices given under this MAA, except for emergency service requests, will be made in writing. All notices must be sent to the County and Agency Principal Contacts provided in section 10.

8. MISCELLANEOUS

- 8.1 **Modification:** The County, upon Thirty (30) days advance written notice to Agency, may modify the MAA terms. Terms in this MAA that are specific to the Agency may be modified by a written amendment signed by both parties.
- 8.2 **Governing Law:** This MAA shall be governed by, and construed in accordance with the laws of the State of Washington.
- 8.3 **Change of Law:** Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, County in its sole discretion has the right without liability to modify this MAA to comply with any such changes.
- 8.4 **Assignment:** This MAA is for the Agency and may not be assigned in whole or in part by the Agency to any other person or entity, without County's prior expressed consent, which shall not be unreasonably withheld. County reserves the right to assign this MAA or subcontract any of its obligations hereunder.
- 8.5 **Effective Date:** This MAA is effective upon signature of both parties.

9. Optional Upgrades, Repair, Maintenance and Installation

- 9.1 Agency shall reimburse the County for its services, including the programming of subscriber equipment and related database management, at the rate of One Hundred Thirty-Five (\$135.00) Dollars per hour from 7:30 a.m. through 4:00 p.m., plus time and one-half or double time adjustments required by law, where performed outside these hours as authorized by Agency. Payment shall be made by Agency within thirty (30) days of presentation of invoice listing time, parts and materials by the County.
10. Principal Contacts: the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Pierce County Technical Contact

Name **On Call Technician**

Position **Technician**

Title

Telephone **253-798-7111**

Mutual Aid Agency Operational Contact

Name Matthew Ray

Position IT Director

Title

Telephone 253-392-2562

E-Mail matthew@edgewoodwa.gov

Address

Mutual Aid Agency Technical Contact

Name Matthew Ray

Position IT Director

Title

Telephone 253-392-2562

E-Mail matthew@edgewoodwa.gov

Address

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws

Name: _____

UBI No. _____

Address: _____

Mailing
Address: _____

Contact Name:

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney	Date
----------------------	------

Approved:

Finance	Date
---------	------

Department Director (less than \$250,000)	Date
--	------

County Executive (over \$250,000)	Date
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City Of Edgewood Council Agenda Summary Sheet

Subject: Unified Regional Approach to Homelessness Resolution of Intent (<i>CM Southard, Sponsor - CM Keith, Co-Sponsor</i>)	Agenda Item #: 3.F
	For Agenda of: 9/15/2026
	Prepared by: Rachel Pitzel
Attachments (list): 1. DRAFT Resolution URA to Homelessness Intent	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 09/10/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/15/2026 - SS Discussion 09/22/2026 - RCM for potential action

Summary Statement: Councilmembers Southard and Keith are sponsoring a resolution expressing the City of Edgewood’s intent to participate in the development of a Unified Regional Approach (URA) to homelessness in Pierce County.

The proposed resolution recognizes that homelessness is a regional issue that extends across jurisdictional boundaries and supports collaboration among Pierce County governments to develop a coordinated approach to homelessness. The resolution directs the Mayor to work collaboratively with other participating Pierce County governments to develop an Interlocal Agreement (ILA) for future consideration by the City Council.

While the ILA is being developed, the resolution identifies several areas where Edgewood may begin aligning its efforts with other participating jurisdictions, including homeless service provider data collection, connections to existing housing and shelter resources, inclement weather response, identification of potential inclement weather shelter locations, and coordination or expansion of existing services.

Approval of the resolution does not authorize the execution of an ILA and does not create a binding legal or financial obligation for the City. Any future ILA or other agreement would be brought back to the City Council for separate consideration and approval.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Unified Regional Approach to Homelessness Resolution of Intent (*CM Southard, Sponsor - CM Keith, Co-Sponsor*)

Fiscal Note/Consideration:

RESOLUTION NO. 26-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, EXPRESSING ITS INTENT AND COMMITMENT TO WORK WITH OTHER PIERCE COUNTY GOVERNMENTS TO LAUNCH A UNIFIED REGIONAL APPROACH TO HOMELESSNESS; DIRECTING THE MAYOR TO WORK COLLABORATIVELY WITH OTHER PIERCE COUNTY GOVERNMENTS TO DEVELOP AN INTERLOCAL AGREEMENT; AND EXPRESSING ITS INTENT TO MAKE PROGRESS IN ADDRESSING HOMELESSNESS BY TAKING CERTAIN ACTIONS WHILE AGREEMENTS ARE IN DEVELOPMENT

WHEREAS, homelessness is a persistent and complex challenge in Pierce County with many root causes; and

WHEREAS, six (6) homeless individuals who were served by Pierce County's homeless response system in 2025 reported they last slept in Edgewood; and

WHEREAS, during the 2024-2025 school year, about 9% of students in the Fife, Puyallup and Sumner/Bonney Lake School Districts were supported by the McKinney-Vento program for children who lack a fixed, regular, and adequate nighttime residence; and

WHEREAS, from January 1, 2024, to June 30, 2025, 27 eligible households in Edgewood applied for rental assistance through Pierce County's Eviction Prevention program; and

WHEREAS, governments across Pierce County share a common interest in ensuring that homelessness is rare, brief, and non-recurring; and

WHEREAS, addressing homelessness requires coordinated solutions across jurisdictional boundaries; and

WHEREAS, in 2022, Pierce County adopted a Comprehensive Plan to End Homelessness which included a goal to "Create a Unified Homeless System"; and

WHEREAS, in October 2024, the Pierce County Council contracted with Uncommon Bridges to work with governments across Pierce County to scope, design, and implement a Unified Regional Approach to homelessness (URA) in Pierce County; and

WHEREAS, in 2025 Uncommon Bridges began convening multiple meetings with an Elected Leadership Group (ELG) consisting of elected officials from governments in Pierce County to scope and design the URA; and

WHEREAS, the ELG included elected leaders from Pierce County and the Cities of Auburn, Edgewood, Fife, Gig Harbor, Orting, Lakewood, Puyallup, Tacoma, and University Place; and

WHEREAS, in April 2025, the ELG proposed that the purpose of the URA is “to substantially reduce homelessness to that it is rare, brief, and non-recurring”; and

WHEREAS, in April 2026, the ELG proposed that the mission of the URA is to “empower Pierce County governments to choose locally responsive solutions to respond to and prevent homelessness, while establishing a countywide framework that supports coordination and efficient use of shared resources”; and

WHEREAS, in March 2026, the ELG proposed a URA design that includes a governance board to direct URA operations, consisting of representatives from participating governments and limited staffing to support URA operations; and

WHEREAS, in March 2026, the ELG proposed that the URA be established via Interlocal Agreement (ILA) pursuant to Chapter 39.34 RCW, without the establishment of a separate legal entity; and

WHEREAS, in March 2026, the ELG proposed that while an Interlocal Agreement is in development, participating Pierce County governments begin coordinating actions by aligning data requirements for providers, processes to support homeless household, and inclement weather policies; and

WHEREAS, while an ILA is in development, the council desires to express support for the establishment of the URA via an ILA and identify actions that Edgewood can take while the ILA is in development to align its homeless response with other Pierce County governments;

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

Section 1. Intent to Launch a Unified Regional Approach. The City of Edgewood expresses its intent and commitment to work with other Pierce County governments to launch a Unified Regional Approach to homelessness (URA) across Pierce County as proposed by the Elected Leadership Group (ELG).

Section 2. Direction to Develop and Interlocal Agreement. The City Council directs the mayor to work collaboratively with other Pierce County governments to develop an Interlocal Agreement and other agreements necessary and desirable to achieve the intent of this Resolution and to return at a future date with proposed agreements for Council’s consideration. The Interlocal Agreement should include mechanisms to ensure strong fiscal oversight and transparency in communicating with the public on the URA’s work, funding, budget, and outcomes.

Section 3. Intent to Take Certain Actions to Address Homelessness. While agreements are in development, the City of Edgewood expresses its intent to make progress in addressing homelessness through the following actions with the support of the team leading URA implementation and in collaboration with other Pierce County governments:

- Develop or update data collection requirements for homeless service providers to align with other participating governments;

- Develop or update a procedure to connect homeless residents to housing and shelter via existing systems like Coordinated Entry (the County's access point for housing referrals) and the Shelter Access Hub (a 24/7 call center that connects people to shelter options in Pierce County);
- Develop or update an inclement weather policy that includes coordination and alignment with other governments to connect homeless people with resources during inclement weather events;
- Identify locations in Edgewood that may serve as inclement weather shelter; and
- Support establishment or expansion of at least one homeless intervention in the City of Edgewood.

Section 4. No Binding Obligations. This resolution does not authorize execution of an Interlocal Agreement (ILA), nor does it create binding legal or financial obligations for the City of Edgewood.

Section 5. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS XTH DAY OF XXXXXXXXXXXX, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: 1-Year Extension of Current MVCC Heating and Cooling Center Contract (<i>CM Keith - Sponsor, CM Southard - Co-Sponsor</i>)	Agenda Item #: 3.G
	For Agenda of: 9/15/2026
	Prepared by: Rachel Pitzel
Attachments (list): 1. Resolution 26-xxxx First Amendment to the MVCC Cooling Heating Agreement 2. FIRST AMENDMENT Mt View Community Center Agreement 3. MVCC Heating and Cooling Site Services Agreement_Exp_12312026 4. MVCC city of edgewood ppt2	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

This item is sponsored by CM Keith and CM Southard. The attached amendment is to extend the current contract for one year with term expiring December 31, 2027.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding 1-Year Extension of Current MVCC Heating and Cooling Center Contract (*CM Keith - Sponsor, CM Southard - Co-Sponsor*)

Fiscal Note/Consideration:

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

By: _____

Angelina Koenig

Its: Director

Mt. View Community Center

Date:

Date:

ATTEST:

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)

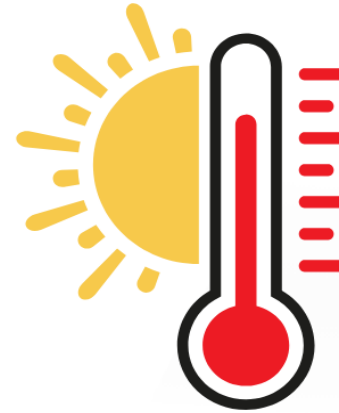
- Number of Days MVCC ready for severe weather: 365
- Number of hot weather days: 19 (June-August 2025)
- Number of severe hot weather Days: 5
- Number of days MVCC open: 11 (including severe hot weather days)
- Number of cold weather days: 40 (November 2024-February 2025)
- Number of days MVCC open: 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



**MOUNTAIN VIEW
COMMUNITY CENTER**

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: 2-Year New MVCC Heating and Cooling Center Contract	Agenda Item #: 3.H
	For Agenda of: 9/15/2026
	Prepared by: Rachel Pitzel
Attachments (list): 1. Draft 2027 MVCC Human Services, Heating and Cooling Center Site Services Agreement	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 09/09/2026 Dave Olson, Mayor 09/10/2026	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:

09/01/2026—SS Discussion

09/15/2026 - SS Discussion

09/22/2026 - RCM Potential Action

Recommended Action:

Hold a discussion and provide staff guidance regarding 2-Year New MVCC Heating and Cooling Center 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.