



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Mohamed Abdi, Chair
- ◆ Thomas McLeod
- ◆ Tosh Sharp

<u>Distribution:</u>	
M. Abdi	Mayor Ekberg
T. McLeod	D. Cline
T. Sharp	R. Bianchi
C. Delostrinos Johnson	C. O'Flaherty
	A. Youn
	L. Humphrey

AGENDA

MONDAY, FEBRUARY 13, 2023 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM
 (6200 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 912764861#**

**Click here to: [Join Microsoft Teams Meeting](#)
 For Technical Support during the meeting call: 1-206-433-7155.**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. 2023-2024 Human Services contracts. <i>Stacy Hansen, Human Services Program Coordinator</i>	a. Forward to 2/27 Special Meeting Consent Agenda.	Pg.1
b. An ordinance updating animal control regulations (Tukwila Municipal Code Title 7, "Animals"). <i>Dale Rock, Police Commander</i>	b. Forward to 2/27 C.O.W. and 3/6 Regular Meeting.	Pg.43
c. 2022 4th Quarter Police Department report. <i>Eric Drever, Police Chief</i>	c. Discussion only.	Pg.55
d. 2023 Committee Work Plan. <i>Laurel Humphrey, Legislative Analyst</i>	d. Discussion only.	
2. MISCELLANEOUS		

Next Scheduled Meeting: *February 27, 2023*



The City of Tukwila strives to accommodate individuals with disabilities. Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: **Community Services and Safety**
BY: **Stacy Hansen, Human Services Program Coordinator**
CC: **Mayor Ekberg, David Cline**
DATE: **February 3, 2023**
SUBJECT: **Human Services Contracts over \$40,000 for the 2023-23 funding cycle**

ISSUE

Human Services contracts with community-based organization to support residents’ human services needs. Six contracts are above the Mayor’s signature authority and require Council authorization.

BACKGROUND

These Human Services program contracts are part of the larger, 2023-2024 Administrative Services Department budget. As done previously, each contract is for a two-year period. Information on the contracts above the threshold, including agency, program and budget are detailed below:

DISCUSSION

<u>Contract/Program</u>	<u>Two-year Contract total</u>
Catholic Community Services (emergency assistance)	\$50,000.00
Childhaven (youth support services)	\$70,000.00
Children’s Therapy Center (youth medical services) – Joint MOU	\$142,356.00
Multi-Service Center (emergency assistance)	\$94,000.00
Refugee Women’s Alliance (family support services)	\$63,000.00
<u>Tukwila Pantry (food distribution)</u>	<u>\$80,000.00</u>
2-year total for all contracts combined	\$499,356.00

FINANCIAL IMPACT

Funding for these contracts was approved as part of the Administrative Services budget for the 2023-2024 biennial budget.

RECOMMENDATION

The Committee is being asked to forward the contract authorization request to the consent agenda at the February 27, 2023, Special Meeting.

ATTACHMENTS

2023/24 HS Contracts over \$40,000 spreadsheet

- Proposed - Catholic Community Services contract
- Proposed - Childhaven Youth Services contract
- Proposed - Children’s Therapy Center (Tukwila is Lead on MOU) contract
- Proposed - Multi-Service Center contract
- Proposed - Refugee Women’s Alliance contract
- Proposed - Tukwila Pantry contract



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Catholic Community Services, hereinafter referred to as “the Contractor,” whose principal office is located at 100 23rd Ave. S., Seattle, WA 98144.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$25,000 for 2023 and \$25,000 for 2024.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____
Allan Ekberg, Mayor

By: _____
Printed Name and Title: Bill Hallerman, ED

ATTEST/AUTHENTICATED:

Address: 100 23rd Ave. S., Seattle, WA 98144

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2023-2024 Program Services Agreement

Agency:	Catholic Community Services	2023 Funding:	\$25,000.00
Program:	Emergency Assistance Program	2024 Funding:	\$25,000.00
Effective Date:	January 1, 2023 – December 31, 2024	Total:	\$50,000.00

Definition of Service Unit: Emergency financial assistance to low-income residents to assist with meeting basic needs including shelter and a variety of utilities (electricity, water, sewer, gas, septic, etc.).

Quarter	Service Unit	# of Units	Cumulative Total
1st	Unduplicated City of Tukwila residents served	6	
	Number of vouchers written	3	\$6250
2nd	Unduplicated City of Tukwila residents served	8	
	Number of vouchers written	4	\$6250
3rd	Unduplicated City of Tukwila residents served	8	
	Number of vouchers written	4	\$6250
4th	Unduplicated City of Tukwila residents served	8	
	Number of vouchers written	4	\$6250
ANNUAL GOALS	Unduplicated Tukwila Residents	30	
	Number of vouchers written	15	\$25,000

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operations	\$12,500.00
Non-Personnel/direct financial assistance	\$12,500.00
Budget/Award annual award	\$25,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 93% of households will avoid eviction and/or utility shut off.

Measurement: Upon completion of intake, the case manager communicates with the landlord and/or utility company to ensure that payment from the Emergency Assistance program is going to prevent eviction and retain housing and/or keep the utilities on in their home. This result is then documented in our Clarity database system.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st 2024 / January 31st 2025



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Childhaven, hereinafter referred to as “the Contractor,” whose principal office is located at 1035 SW 124th St., Seattle, WA 98146.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$35,000 for 2023 and \$35,000 for 2024.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
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CA Revised May 2020

of not less than A: VII.

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9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

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11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

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Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____
Allan Ekberg, Mayor

By: _____
Printed Name and Title: Jon Botten, CEO

ATTEST/AUTHENTICATED:

Address: 1035 SW 124th St. Seattle, WA 98146

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A

Scope of Services City of Tukwila 2023-2024 Program Services Agreement

Agency:	Childhaven	2023 Funding:	\$35,000.00
Program:	Continuum of Care	2024 Funding:	\$35,000.00
Effective Date:	January 1, 2023 – December 31, 2024	Total:	\$70,000.00

Definition of Service Unit: School-based behavioral health services in all Tukwila schools. Therapists will work with students and their family members to address a variety of emotional and behavioral issues. TBD 2-7-23

Quarter	Service Unit	# of Units	Quarterly amount
1st	Unduplicated City of Tukwila residents served		
	Hours of counseling		
	Include Tukwila specific narrative		\$8750.00
2nd	Unduplicated City of Tukwila residents served		
	Hours of counseling		
	Include Tukwila specific narrative		\$8750.00
3rd	Unduplicated City of Tukwila residents served		
	Hours of counseling		
	Include Tukwila specific narrative		\$8750.00
4th	Unduplicated City of Tukwila residents served		
	Hours of counseling		
	Include Tukwila specific narrative		\$8750.00
Annual Goals	<i>Unduplicated residents Hours of counseling</i>		<i>\$35,000</i>

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency's control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City's Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operations	\$35,000
Non-Personnel	\$
<i>Budget/Annual Award total</i>	<i>\$35,000</i>

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 70% of behavioral health clients (youth with emotional and/or behavioral disturbance) will develop/strengthen coping skill to improve their behavioral health.

Measurement: Monthly tracking process for specific goals identified in individual treatment plans. Goals are reviewed monthly by the client and clinician to assess progress and success rate in meeting the goal.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st 2024 / January 31st 2025



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Children’s Therapy Center, hereinafter referred to as “the Contractor,” whose principal office is located at 10811 SE Kent-Kangley Road, Kent, WA, 98030.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

WHEREAS, the City is a party to a Memorandum of Understanding Between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, and Tukwila (Lead City) for Planning, Funding, and Implementation of a Joint Human Services Application and Funding Program (the “MOU”); and

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$7,500.00 for 2023 and \$7,500.00 for 2024.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidence limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage

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

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement: Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. **Applicable Law: Venue: Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____

Allan Ekberg, Mayor

By: _____

Printed Name and Title: Janet Bliss, CFO

ATTEST/AUTHENTICATED:

Address: 10811 SE Kent – Kangley Rd

Kent, WA 98030

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A 2023-2024 Service Report

Joint MOU for Auburn, Burien, Covington, Des Moines, Federal Way, Renton, Tukwila

To: City of Tukwila Stacy Hansen, Human Services 6200 Southcenter Blvd. Tukwila, WA 98188 stacy.hansen@tukwilawa.gov , 206-433-7180	Agency: Children’s Therapy Center Kelli Nakayama 10811 SE Kent-Kangley Kent, WA 98030 kellin@ctckids.org , 253-216-0772
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The Agency shall provide residents in the MOU cities of Tukwila, Auburn, Burien, Covington, Des Moines, Federal Way & Renton (the “Cities”) with a variety of necessary therapeutic services, including but not limited to: Physical therapy, occupational therapy, speech therapy, oral motor/feeding, social skills, aquatic & hippotherapy, fitness center group, early intervention, parent education.

2023-2024 SERVICE UNITS

Auburn Performance Measures \$15,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	50	13	13	12	12
Number of Medical Care Visits	100	25	25	25	25

Burien Performance Measures \$8,500	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	29	8	7	7	7
Number of Medical Care Visits	57	15	14	14	14

Covington Performance Measures \$15,000	Annual Goal	Goal 1st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	50	13	13	12	12
Number of Medical Care Visits	100	25	25	25	25

Des Moines Performance Measures \$6,750	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4th Quarter
Number of Unduplicated Clients	23	6	6	6	5
Number of Medical Care Visits	45	12	11	11	11

Federal Way Performance Measures \$8,000	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4 th Quarter
Number of Unduplicated Clients	27	7	7	7	6
Number of Medical Care Visits	53	14	13	13	13

Renton Performance Measures \$10,428	Annual Goal	Goal 1 st Quarter	Goal 2 nd Quarter	Goal 3rd Quarter	Goal 4th Quarter
Number of Unduplicated Clients	35	9	9	9	8
Number of Medical Care Visits	70	18	18	17	17

Tukwila Performance Measure \$7,500	Annual Goal	Goal 1st Quarter	Goal 2nd Quarter	Goal 3rd Quarter	Goal 4th Quarter
Number of Unduplicated Clients	25	7	6	6	6
Number of Medical Care Visits	50	13	13	12	12

The City of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

Personnel/Operating	\$71,178.00
Non-Personnel	
<i>Budget/Annual award total</i>	\$71,178.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: At least 75% children aged 3 to 18 who receive at least 16 weeks of CTC services will have completed or made significant progress towards their goals.

Measurement: Data for this objective will come from CTC’s electronic health records (EHR) system. Progress toward goals will be taken from the child’s progress notes, which are completed by the child’s therapist at the end of the child’s service delivery period. The therapist will assess whether the child completed, made significant progress toward, made some progress toward, or made no progress toward their goals.

Quarterly Reports: The Agency shall prove to the City of Tukwila with quarterly reports outlining the Agency’s progress in meeting these performance measures. These quarterly reports shall describe the services provided specifically to each of the Cities. These quarterly reports shall be provided on the due dates specified below.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2024 / January 31st 2025

Regular Monitoring Visit: The Agency shall allow the City to conduct a regular monitoring visit to the Agency, at a date and time agreeable to the parties.

Joint MOU Cities

OPERATING BUDGET FOR 2023-24 PLANNED QUARTERLY EXPENDITURES CHILDREN'S THERAPY CENTER

ANNUAL BUDGET SUMMARY	ANNUAL AWARD	QUARTERLY AWARD
AUBURN	\$15,000.00	\$3750.00
BURIEN	\$8,500.00	\$2125.00
COVINGTON	\$15,000.00	\$3750.00
DES MOINES	\$6,750.00	\$1,687.50
FEDERAL WAY	\$8,000.00	\$2000.00
RENTON	\$10,428.00	\$2607.00
TUKWILA (LEAD)	\$7,500.00	\$1875.00
TOTAL	\$71,178.00	\$17,794.50



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Multi Service Center, hereinafter referred to as "the Contractor," whose principal office is located at 1200 S. 336th St., Federal Way, WA 98003.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$47,000 for 2023 and \$47,000.00 for 2024.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
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B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____
Allan Ekberg, Mayor

By: _____

Printed Name and Title: Robin Corak, CEO

ATTEST/AUTHENTICATED:

Address: _____

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A Scope of Services City of Tukwila 2023-2024 Program Services Agreement

Agency:	Multi Service Center	2023 Funding:	\$47,000.00
Program:	Emergency Assistance Program	2024 Funding:	\$47,000.00
Effective Date:	January 1, 2023 – December 31, 2024	Total:	\$94,000.00

Definition of Service Unit: Emergency assistance vouchers

Quarter	Service Unit	
1st	Unduplicated City of Tukwila residents served	8
	Number of vouchers written	6
	Include Tukwila specific narrative	
2nd	Unduplicated City of Tukwila residents served	12
	Number of vouchers written	11
	Include Tukwila specific narrative	
3rd	Unduplicated City of Tukwila residents served	12
	Number of vouchers written	11
	Include Tukwila specific narrative	
4th	Unduplicated City of Tukwila residents served	7
	Number of vouchers written	5
	Include Tukwila specific narrative	
ANNUAL GOALS	Unduplicated Tukwila Residents	39
	Number of vouchers written	33

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency's control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City's Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

2023 & 2024

Personnel	
Non-Personnel/Direct financial assistance	
Budget/Award annual total	\$47,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program’s progress toward Outcomes as specified below.

Outcome: 75% of households served are stable six months after receiving MSC services and do not return to homeless or unstable living situations.

Measurement: This outcome is measured through client records that are collected through MSC contacting households six months after services have been received to do a follow up assessment with them. If staff are not able to contact clients who received rental assistance, MSC staff will contact the landlord to determine if the client still resides at the property and if the landlord has forwarding information if they have moved.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2024 / January 31th 2025



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Refugee Women's Alliance, hereinafter referred to as "the Contractor," whose principal office is located at 4008 Martin Luther King Jr. Way S., Seattle, WA 98108.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$31,500.00 for 2023 and \$31,500.00 for 2024.
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____
Allan Ekberg, Mayor

By: _____

Printed Name and Title: Mahnaz Eshetu, ED

ATTEST/AUTHENTICATED:

Address: 4008 Martin Luther King Jr. Way S.
Seattle, WA 98108

City Clerk, Christy O’Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A

Scope of Services City of Tukwila 2023-2024 Program Services Agreement

Agency:	Refugee Women’s Alliance	2023 Funding:	\$31,500.00
Program:	Basic Needs	2024 Funding:	\$31,500.00
Effective Date:	January 1, 2023 – December 31, 2024	Total:	\$63,000.00

Definition of Service Unit: Number of case management hours. Case management services include: advocacy for services, barrier removal, housing assistance, referrals to health, employment and social service referrals, system navigation, job skills, self-sufficiency coaching, family integration with new community.

Quarter	Service Unit	# of Units 2023/24	Quarterly Billable
1st	Unduplicated City of Tukwila residents served	20	
	Number of hours of case management	133	
			\$7875.00
2nd	Unduplicated City of Tukwila residents served	20	
	Number of hours of case management	133	
			\$7875.00
3rd	Unduplicated City of Tukwila residents served	19	
	Number of hours of case management	133	
			\$7875.00
4th	Unduplicated City of Tukwila residents served	19	
	Number of hours of case management	132	
			\$7875.00
ANNUAL GOALS	Unduplicated Tukwila Residents Hours of case management	78 531	\$31,500

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

2023 & 2024

Personnel/Admin	
Non-Personnel/Direct Services	
Budget/Annual award total	\$31,500.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program's progress toward Outcomes as specified below.

Outcome: 85% of participants will have increased knowledge of available resources and support in accessing them.

Measurement: ReWA's database, case manager records the number of clients served, and number of case management hours that each client receives. Case manager tracks the services provided to clients, referrals made to other programs, client gains in employment and housing, and increase in benefits such as Basic Food and TANF. - Case manager records the number of clients receiving emergency assistance funds and the amount of emergency assistance funds administered to each client.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2024 / January 31ST 2025



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Tukwila Pantry, hereinafter referred to as “the Contractor,” whose principal office is located at 3118 S. 140th St., Tukwila, WA, 98168.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$40,000.00 for 2023 and \$40,000.00 for 2024.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing January 1, 2023, and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine 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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the 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 Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover 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.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating
CA Revised May 2020

of not less than A: VII.

- E. **Verification of Coverage.** Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20__.

CITY OF TUKWILA

CONTRACTOR

sh _____
Allan Ekberg, Mayor

By: _____

Printed Name and Title: Jan Bolerjack, Reverend

ATTEST/AUTHENTICATED:

Address: 3118 S. 140th St. Tukwila, WA 98168

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A
Scope of Services City of Tukwila
2023-2024 Program Services Agreement

Agency:	Tukwila Pantry	2023 Funding:	\$40,000.00
Program:	Tukwila Pantry food distribution services	2024 Funding:	\$40,000.00
Effective Date:	January 1, 2023 – December 31, 2024	Total:	\$80,000.00

Definition of Service Unit: Report number of unduplicated Tukwila residents. Report pounds of food distributed to all Tukwila residents.

* No goal set – ‘report on’ function. * Narrative due quarterly on trends and needs.

Quarter	Service Unit	# of Units	Quarterly Billable 2023/24
1st	Unduplicated City of Tukwila residents served	Report on	
	Number of pounds of food distributed	Report lbs.	
			\$10,000.00
2nd	Unduplicated City of Tukwila residents served	Report on	
	Number of pounds of food distributed	Report lbs.	
			\$10,000.00
3rd	Unduplicated City of Tukwila residents served	Report on	
	Number of pounds of food distributed	Report lbs.	
			\$10,000.00
4th	Unduplicated City of Tukwila residents served	Report on	
	Number of pounds of food distributed	Report lbs.	
			\$10,000.00
ANNUAL GOALS	UNDUPLICATED TUKWILA RESIDENTS POUNDS OF FOOD DISTRIBUTED	REPORT ON REPORT ON	\$40,000.00

The City Of Tukwila will use a variety of measures as indicators of satisfactory contract performance. The Agency will be expected to meet at least 90% of the performance goals (outputs) as defined above. If the Agency does not meet the 90% of performance goals, payment for services rendered under the agreement will be reduced by the number of percentage points below the 90% level. At a 90% success rate, the Agency will be reimbursed at 100%. Any exceptions must be negotiated with the City. Exceptions may be made in cases where circumstances beyond the Agency’s control impact their ability to meet their service unit goals and the Agency has shown reasonable effort to overcome those circumstances. Exceptions are made at the discretion of the City’s Human Services Program Coordinator.

The Agency shall make all reasonable efforts to ascertain the eligibility of applicants for Agency services, such eligibility to require residence within the City, and shall provide services under this Agreement only to eligible applicants.

2023 & 2024	
Personnel	\$40,000.00
Non-Personnel	\$
Budget/Annual award total	\$40,000.00

Demographic and Outcome Data Report

The Agency shall collect and retain demographic data from the persons served through this contract. Data should be tracked in an ongoing manner and submitted annually by January 31 of the following year. Outcome data shall be submitted annually in conjunction with the Demographic report. Data should be collected and demonstrate the program's progress toward Outcomes as specified below.

Outcome: 80% of our clients report that the Tukwila Pantry supplements their monthly food supply.

Measurement: We will collect this information via an annual survey. That annual written survey provides feedback that shows most people report that the TP supplements their monthly food supply. We make that survey available in as many languages as we can. 90% of the people report they have been treated with dignity and found the supplies they needed to assist their families.

QUARTERLY REPORTS	DUE DATES
1st thru 3rd quarter reports	1st = April 15th
	2nd = July 15th
	3rd = October 15th
4th and final annual reimbursement	First week in January. Date to be announced.
Outcomes and demographics	January 31st, 2024 / January 31st 2025

<u>Agency/Program</u>	<u>annual total</u>	<u>biennial total</u>
1 Catholic Community Services/Emergency Assistance	\$25,000	\$50,000
2 Childhaven/Student support	\$35,000	\$70,000
3 Children's Therapy Center/Medical services	\$71,178	\$142,356
4 Multi Service Center/Emergency Assistance	\$47,000	\$94,000
5 Refugee Women's Alliance/Family Support Center	\$31,500	\$63,000
6 Tukwila Pantry/Food, basic needs	\$40,000	\$80,000
Totals	\$249,678	\$499,356



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Chief Eric Drever

BY: Commander Dale Rock

CC: Mayor Ekberg

DATE: February 6, 2023

SUBJECT: Changes to TMC Title 7

ISSUE

The Police Department is seeking committee approval to repeal ordinance numbers 2466 and 2651, as codified in Tukwila Municipal Code (TMC) Title 7, “Animals,” and reenact TMC Title 7 to adopt by reference King County Code Title 11 and retain two existing sections of Title 7.

BACKGROUND

The City of Tukwila contracts with King County Regional Animal Control for animal control services. TMC Title 7 has sections that are not consistent with King County Code Chapter 11. These inconsistencies make it difficult for Animal Control Officers to provide equitable and consistent services in the areas that they serve. Our objective is to ensure the TMC provides clear guidance to ensure that King County Regional Animal Control has the tools they need to appropriately regulate animals within the City.

DISCUSSION

King County Regional Animal Control provides animal control services for the city of Tukwila. Inconsistent laws between the City’s code and the County’s code (KCC Title 11) make it difficult for King County Animal Control to enforce violations in the city. By incorporating by reference the entirety of King County Title 11, Animal Control Officers will be able to provide consistent services throughout the city and King County.

Besides promoting consistency in the laws, TMC Title 7 has chapters that are obsolete, such as regulations specific to exotic animals and guard dogs, that should be repealed. Additionally, TMC Title 7 has a chapter on dangerous dogs and another on vicious animals which creates confusion and redundancy and makes it challenging for King County Animal Control to determine which chapter is applicable.

In a recently appealed decision of the King County Animal Control, the hearing examiner found for the appellant/dog owner because of inconsistencies between the TMC and KCC. The owner had been cited by King County Animal Control for letting his dog run at large, which under the KCC Title 11 is a violation. However, under TMC Title 7, which applied in this case as the dog was in Tukwila, the code only identifies “at large” violations to be in public parks, beaches, playgrounds, school, and food establishments. Since the dog had been cited for running “at large” generally, the hearing examiner overturned the citation. Clarifying these types of code inconsistencies by repealing the TMC and relying on the KCC ensures that the Animal Control Officers can easily and clearly enforce the code, which better ensures the safety of the public.

The two chapters that TPD proposes to retain are two sections that King County Animal Control does not regulate (existing TMC chapter 7.08 – Livestock, Small Animals and Fowl, and existing TMC chapter 7.30 – Animal Feces). TPD proposes to retain these chapters and renumber them to ensure city code enforcement officers, can enforce those provisions as needed.

FINANCIAL IMPACT

There is no financial impact by making changes to the Tukwila Municipal Code.

RECOMMENDATION

Request that the Committee approve the repeal of ordinance numbers 2466 and 2651, as codified in Tukwila Municipal Code (TMC) Title 7, “Animals,” and reenact TMC Title 7 as proposed, and forward to the 2/27/23 Committee of the Whole meeting and the 3/6/23 Regular meeting.

ATTACHMENTS

Ordinance with strike-through
Ordinance change request from King County

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NOS. 2466 AND 2651, AS CODIFIED IN TUKWILA MUNICIPAL CODE (TMC) TITLE 7, "ANIMALS"; REENACTING TMC TITLE 7 TO ADOPT BY REFERENCE KING COUNTY CODE TITLE 11; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2015 the Tukwila City Council approved Ordinance No. 2466, which established City regulations for animals including for exotic animals, guard dogs, and dangerous dogs, as codified in Title 7, "Animals," of the Tukwila Municipal Code; and

WHEREAS, in 2021 the Tukwila City Council approved Ordinance No. 2651, which established additional enforcement procedures related to animal control; and

WHEREAS, the City contracts with Regional Animal Services of King County to provide animal control services; and

WHEREAS, the King County Council has separate regulations regarding animal care and control as codified in King County Code (KCC) Title 11; and

WHEREAS, Regional Animal Services of King County has requested that the City adopt the regulations codified in KCC Title 11 so as to provide for broader authority regarding animal control services; and

WHEREAS, the proposed revisions to Tukwila Municipal Code Title 7, "Animals," are necessary to align the TMC with current animal care and control regulations, as enforced by Regional Animal Services of King County, and is in the best interest of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Repealer. Ordinance Nos. 2466 and 2651, as codified in Tukwila Municipal Code (TMC) Title 7, "Animals," are hereby repealed in their entirety, thereby eliminating the following chapters of the Tukwila Municipal Code:

- Chapter 7.08 – Livestock, Small Animals and Fowl
- Chapter 7.10 – Exotic Animals
- Chapter 7.12 – Animal Care and Control Regulations
- Chapter 7.16 – Dangerous Dogs
- Chapter 7.18 – Guard Dogs
- Chapter 7.20 – Dogs at Large and Leashes
- Chapter 7.30 – Animal Feces

Section 2. TMC Title 7 Reenacted. TMC Title 7 is hereby reenacted to read as follows:

**TITLE 7
ANIMAL CARE AND CONTROL**

Chapters:

- 7.01 General Provisions
- ~~7.08~~7.05 Livestock, Small Animals and Fowl
- ~~7.10~~ Exotic Animals
- ~~7.12~~ Animal Care and Control Regulations
- ~~7.16~~ Dangerous Dogs
- ~~7.18~~ Guard Dogs
- ~~7.20~~ Dogs at Large and Leashes
- ~~7.30~~7.10 Animal Feces

Section 3. TMC Chapter 7.01 Established. TMC Chapter 7.01 is hereby established to read as follows:

**CHAPTER 7.01
GENERAL PROVISIONS**

Sections:

- 7.01.010 Regulations

Section 4. TMC Section 7.01.010 Established. TMC Section 7.01.010 is hereby established to read as follows:

7.01.010 Regulations

All statutes of King County Code Title 11, as now in effect or as may be subsequently amended or recodified, are hereby adopted by reference.

Section 5. TMC Chapter 7.05 Established. TMC Chapter 7.08 is hereby reenacted and recodified as TMC Chapter 7.05, which shall read as follows:

**CHAPTER ~~7.08~~7.05
LIVESTOCK, SMALL ANIMALS AND FOWL**

Sections:

- ~~7.08.010~~7.05.010 Chapter compliance required

7.08.020 7.05.020	Livestock defined
7.08.030 7.05.030	Small animals and fowl defined
7.08.040 7.05.040	Animals kept as pets
7.08.050 7.05.050	Roosters prohibited
7.08.060 7.05.060	Enclosure construction
7.08.070 7.05.070	Maintaining swine within City limits
7.08.080 7.05.080	Minimum area for keeping animals
7.08.090 7.05.090	Number of animals per property area size
7.08.100 7.05.100	Distance from any dwelling
7.08.110 7.05.110	One building per parcel for housing
7.08.120 7.05.120	Nuisance prohibited
7.08.130 7.05.130	Manure removal
7.08.140 7.05.140	Enforcement
7.08.150 7.05.150	Exemptions

Section 6. TMC Section 7.05.010 Established. TMC Section 7.08.010 is hereby reenacted and recodified as TMC Section 7.05.010, which shall read as follows:

~~7.08.010~~[7.05.010](#) **Chapter compliance required**

It is unlawful for any person, persons, firm or corporation to keep or maintain livestock, small animals or fowl within the City limits, except as provided in this chapter and TMC Title 18. If there is a conflict between a provision of this chapter and a provision in TMC Title 18, the provision in TMC Title 18 shall control.

Section 7. TMC Section 7.05.020 Established. TMC Section 7.08.020 is hereby reenacted and recodified as TMC Section 7.05.020, which shall read as follows:

~~7.08.020~~[7.05.020](#) **Livestock defined**

“*Livestock*,” where used in this chapter, means and includes horses, mules, ponies, cattle, sheep, goats, llama, oxen and swine. “*Large livestock*,” where used in this chapter, means and includes cattle, goats, llama, oxen and swine. “*Small livestock*,” where used in this chapter, means and includes sheep and goats smaller than 24 inches at the shoulder and/or not more than 150 pounds in weight.

Section 8. TMC Section 7.05.030 Established. TMC Section 7.08.030 is hereby reenacted and recodified as TMC Section 7.05.030, which shall read as follows:

~~7.08.030~~[7.05.030](#) **Small animals and fowl defined**

“*Small animals and fowl*,” where used in this chapter means and includes rabbits, chinchillas, chickens, geese, ducks, turkeys, peafowl and pigeons.

Section 9. TMC Section 7.05.040 Established. TMC Section 7.08.040 is hereby reenacted and recodified as TMC Section 7.05.040, which shall read as follows:

~~7.08.040~~[7.05.040](#) **Animals kept as pets**

Dogs, cats, guinea pigs, hamsters, ferrets, fish, parrots, parakeets and similar animals kept as household pets within a dwelling unit will not be subject to the limitations of this chapter. Dogs and cats are regulated by TMC Section ~~7.12~~ [7.01.010](#).

Section 10. TMC Section 7.05.050 Established. TMC Section 7.08.050 is hereby reenacted and recodified as TMC Section 7.05.050, which shall read as follows:

~~7.08.050~~[7.05.050](#) **Roosters prohibited**

The keeping of roosters within the City limits is prohibited.

Section 11. TMC Section 7.05.060 Established. TMC Section 7.08.060 is hereby reenacted and recodified as TMC Section 7.05.060, which shall read as follows:

~~7.08.060~~[7.05.060](#) **Enclosure construction**

All livestock, small animals and fowl shall be kept within an enclosure adequately built and maintained to prevent the livestock, small animals and fowl from breaking through, out, over or under the same. All pens, coops, hutches and housing of any kind used for the housing of livestock, small animals and fowl must be built to include siding or shakes or their equivalent, and must be painted or stained to appear presentable.

Section 12. TMC Section 7.05.070 Established. TMC Section 7.08.070 is hereby reenacted and recodified as TMC Section 7.05.070, which shall read as follows:

~~7.08.070~~[7.05.070](#) **Maintaining swine within City limits**

Swine may be kept or maintained within the City limits provided they are kept within an enclosure as herein described, the outside limits of which shall be not less than 200 feet from the nearest residence.

Section 13. TMC Section 7.05.080 Established. TMC Section 7.08.080 is hereby reenacted and recodified as TMC Section 7.05.080, which shall read as follows:

~~7.08.080~~[7.05.080](#) **Minimum area for keeping animals**

With the exception of chickens, no horses, mules, ponies, small livestock, small animals or fowl shall be kept on any property within the City limits where the parcel does not contain a minimum of 10,000 square feet of area, or other minimum area as set forth in this chapter. Chickens may be kept as an accessory to any legal use regardless of the area of the parcel. No large livestock shall be kept on any property within the City limits where the parcel does not contain a minimum of 43,560 square feet (one acre) of area. At least 20,000 square feet of pasture area is required for keeping a horse, mule or pony in the City.

Section 14. TMC Section 7.05.090 Established. TMC Section 7.08.090 is hereby reenacted and recodified as TMC Section 7.05.090, which shall read as follows:

~~7.08.090~~[7.05.090](#) **Number of animals per property area size**

A. Small animals and fowl shall be permitted in numbers as follows:

1. Twelve rabbits, twelve chinchillas, twelve pigeons or any combination of rabbits, chinchillas or pigeons, not to exceed a total of twelve collectively, for 10,000 square feet of property.

2. The number of rabbits, chinchillas or pigeons may be increased by 1/10th for each additional 1,000 square feet of property.

3. Six geese, six ducks, six peafowls, six turkeys or any combination of geese, ducks or turkeys, not to exceed a total of six collectively for 10,000 square feet of property.

4. The number of geese, ducks, peafowls or turkeys may be increased 1/10th for each additional 1,000 square feet of property.

5. One chicken per every 1,000 square feet of property.

6. At no time shall the total number of small animals or fowl exceed a total of twelve for each 10,000 square feet of property.

B. Livestock shall be permitted in numbers as follows:

1. Not more than one horse, mule or pony for each 20,000 square feet of stable and pasture area, but not more than a total of two of the above-mentioned animals shall be allowed on the same lot.

2. Two large livestock for each 43,560 square feet (one acre) of property. Additional large livestock requires an additional 43,560 square feet (one acre) of property.

3. Not more than 3 small livestock for each 10,000 square feet of property, but not more than a total of 6 of the above-mentioned animals shall be allowed on the same lot.

Section 15. TMC Section 7.05.100 Established. TMC Section 7.08.100 is hereby reenacted and recodified as TMC Section 7.05.100, which shall read as follows:

~~7.08.100~~7.05.100 **Distance from any dwelling**

Enclosures for the housing of small animals and fowl shall be built and located not less than 10 feet from any dwelling and property line. The roaming area for the small animals and fowl shall be fenced and located not less than 10 feet from any dwelling.

Section 16. TMC Section 7.05.110 Established. TMC Section 7.08.110 is hereby reenacted and recodified as TMC Section 7.05.110, which shall read as follows:

~~7.08.110~~7.05.110 **One building per parcel for housing**

Not more than one building for the housing of livestock, small animals or fowl shall be allowed on any one parcel.

Section 17. TMC Section 7.05.120 Established. TMC Section 7.08.120 is hereby reenacted and recodified as TMC Section 7.05.120, which shall read as follows:

~~7.08.120~~7.05.120 **Nuisance prohibited**

No livestock, small animals or fowl shall be kept in such a manner that a condition resulting from same shall constitute a nuisance.

Section 18. TMC Section 7.05.130 Established. TMC Section 7.08.130 is hereby reenacted and recodified as TMC Section 7.05.130, which shall read as follows:

~~7.08.130~~7.05.130 **Manure removal**

A. All enclosures, confinement areas, and/or open run areas shall be kept clean. Provision shall be made for the removal of animal waste and food waste so that the areas are kept free from infestation of insects, rodents or disease, as well as to prevent obnoxious or foul odors. Animal waste shall be properly disposed of and any accumulated animal waste must not be stored within the parcel setback area. Any storage of animal waste must not constitute a nuisance.

B. Manure shall not be allowed to collect in any place where it can prejudicially affect any source of drinking water.

C. Manure, when used as a fertilizer, must be plowed or spaded under within 24 hours after application.

Section 19. TMC Section 7.05.140 Established. TMC Section 7.08.140 is hereby reenacted and recodified as TMC Section 7.05.140, which shall read as follows:

~~7.08.140~~7.05.140 **Enforcement**

Code Enforcement Officers for the City or any law enforcement officer shall be authorized to enforce this chapter, unless otherwise provided.

Section 20. TMC Section 7.05.150 Established. TMC Section 7.08.150 is hereby reenacted and recodified as TMC Section 7.05.150, which shall read as follows:

~~7.08.150~~7.05.150 **Exemptions**

A Residents may keep all animals legally owned and kept prior to the effective date of this ordinance, provided they do not constitute a nuisance.

B. Any person, persons, firm or corporation who discontinues the keeping or reduces the number of livestock, small animals or fowl for a period of more than 90 days, or who sells or transfers his property, shall then become subject to all the provisions of this chapter.

Section 21. TMC Chapter 7.10 Reenacted. TMC Chapter 7.30 is hereby reenacted and recodified as TMC Chapter 7.10, which shall read as follows:

**CHAPTER ~~7.30~~7.10
ANIMAL FECES**

Sections:

~~7.30.010~~7.10.010 Definitions

~~7.30.020~~7.10.020 Animal Feces – Unlawful Accumulation and Requirement for Removal

~~7.30.030~~7.10.030 Penalties Enforcement

Section 22. TMC Section 7.10.010 Reenacted. TMC Section 7.30.010 is hereby reenacted and recodified as TMC Section 7.10.010, which shall read as follows:

~~7.30.010~~7.10.010 **Definitions**

A. “City” shall mean the City of Tukwila.

B. “Owner” means any person, firm, corporation, organization or department having an interest in or right of possession to an animal, or having control, custody or possession of an animal, including temporary possession or possession by reason of the animal being seen residing consistently at a location.

C. “Person” means any individual, partnership, firm, joint stock company, corporation, association, trust, estate, or other legal entity.

Section 23. TMC Section 7.10.020 Reenacted. TMC Section 7.30.020 is hereby reenacted and recodified as TMC Section 7.10.020, which shall read as follows:

~~7.30.020~~7.10.020 **Animal Feces – Unlawful Accumulation and Requirement for Removal**

A. It shall be a violation of this chapter for any owner to cause, permit or allow the accumulation of animal feces in any open area, run cage or yard wherein those animals are kept, or to fail to remove or dispose of feces at least once every seven days. The accumulation of animal feces in any quantity that constitutes a hazard to the health, safety or convenience of any persons, or that interferes with the use of or enjoyment of any neighboring property as a result of odors, visual blight, or attraction of insects or pests, constitutes a nuisance.

B. It shall be a violation of this chapter for any person to fail to remove and properly dispose of the fecal matter deposited by a dog or other animal in his or her possession on public property such as park property, school grounds, public rights-of-way, or public easements or on private property that does not belong to the animal’s owner or the person currently in possession of the animal.

C. Any law enforcement officer shall have the authority to issue civil infractions under this provision.

Section 24. TMC Section 7.10.030 Reenacted. TMC Section 7.30.030 is hereby reenacted and recodified as TMC Section 7.10.020, which shall read as follows:

~~7.30.030~~7.10.030 **Penalties Enforcement**

~~—A. Violation, civil penalty. In addition to any other penalty provided in this title or by law, any person whose dog is maintained in violation of this title shall incur a civil penalty plus billable costs of the animal control authority. The penalty shall be \$50 for~~

~~the first notice of violation, \$75 for the second violation in any one-year period, and \$200 for each successive violation.~~

~~— B. Civil penalty, collection. The civil penalty described in TMC Section 7.30.030(A) is the personal obligation of the dog owner. The animal control authority, on behalf of King County, and the City Attorney, on behalf of the City, may collect the civil penalty by use of all appropriate legal remedies.~~

~~— C. Cost of enforcement, collection. In addition to the costs and disbursements provided for by statute, the prevailing party in a collective action under this chapter may, in the court's discretion, be allowed interest and a reasonable attorney's fee. The City Attorney is authorized to seek such costs, interest, and reasonable attorney's fees on behalf of the City or County when the City is the prevailing party.~~

Code Enforcement Officers for the City or any law enforcement officer shall be authorized to enforce this chapter pursuant to the provisions in TMC Chapter 8.45.

Section 25. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 25. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 26. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2023.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney



King County

Regional Animal Services of King County (RASKC)

21615 64th Ave. South | Kent, WA 98032

206-296-7387 | pets@kingcounty.gov

www.kingcounty.gov/pets

TTY Relay: 711

To : Commander Rock, Tukwila PD
From : Tim Anderson, Lead Animal Control Sergeant, Regional Animal Services of King County
Date : January 25, 2023
RE : Tukwila Municipal Code 7

Regional Animal Services of King County (RASKC) respectfully requests the City to adopt King County title 11 by reference. RASKC has identified definition challenges between TMC and KCC which have an impact on enforcement cases, additionally adopting title 11 by reference will simplify enforcement for RASKC animal control officers and help community members with one consistent code.

I would recommend the City keep 7.08 which applies to number of animals, lot size, prohibition of roosters and fowl (often this type of language is under zoning in other cities as well as KC) my interpretation is enforcement of this section is done by Tukwila code enforcement or police officers.

TMC 7.10 applies to exotic animals. Proposed KCC would align with state law and provide progressive enforcement starting with civil penalties appealable through KC Hearing Examiner escalating to a misdemeanor. Proposed code addresses impounding exotic animals.

Regulations for pet shops, groomers and kennels are referenced in proposed code but these types of businesses are licensed and inspected by Seattle/King County Public Health under the health code. I've met with public health to address any code cross over or concerns in this portion of the code as well as rabies/quarantine for biting animals. I do not see a need for the City to maintain language in this portion of the code related to these type of businesses.

RASKC keeps hobby kennels and catteries with minor changes, I'd recommend adopting proposed KCC.

Potentially dangerous and dangerous dogs were not previously part of KCC instead these animals were identified as vicious. Adding potentially dangerous and dangerous dog to KCC is the largest and most significant change. The proposed changes align with state law as well as surrounding jurisdictions. The appeal process would fall to King County Hearing Examiner instead of the Tukwila Hearing Examiner as it is currently written under TMC 7.16. The proposed KCC goes more in depth than TMC as currently written with additional definitions, addressing provocation as a defense, increased insurance amounts for the keeping of a dangerous dog as well as annual registration for potentially dangerous and dangerous dogs.

KCC and TMC currently have language in regard to guard dogs. We currently have no guard dog permits nor have we had any in the twelve years I've been at RASKC, we've struck what seems to be antiquated language.

I've added a poop scoop code to the proposed KCC but it applies only to a dog owner who fails to remove feces from a public place. TMC 7.30 includes removing from a public place but also extends to animal waste accumulation on an owner's property. The city may want to keep this in place but if you'd like RASKC to enforce I believe an addition to 7.30.020 C to include animal control officers would be necessary. It currently reads "C. Any law enforcement officer shall have the authority to issue civil infractions under this provision.", I'd suggest "C. Any law enforcement officer or animal control officer shall have the authority to issue civil infractions or civil penalties under this provision."

Please let me know if you have any questions or concerns regarding this request.

Tukwila Police Department

Community Services and Safety Committee

Quarterly Information Brief

4th Quarter, 2022



FOURTH QUARTER HIGHLIGHTS

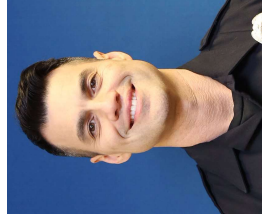
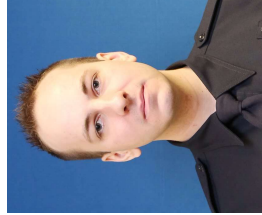
Staffing

- New Community Engagement Coordinator-Brooke Lamothe
- New Records Specialist-Kim Murry
- Emergency Management Coordinator-Kayla Sainati



Recognition

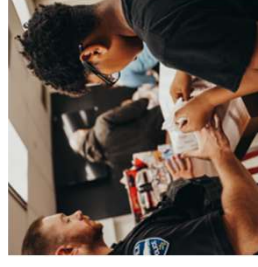
- Employees Of The Quarter (Third Quarter)
 - Officer Elias Hiatt
 - Detective Mike Schlotterbeck



FOURTH QUARTER HIGHLIGHTS

Community Engagement

- Homeless Camps Response
- Tiny Homes Villages
- Partnership With Salvation Army
- Community Engagement
- Safe Place Program
- Neighborhood Watch Program
- Youth In Law Forum
- Community Events
- Halloween Trunk or Treat
- Shop With a Cop
- Community Meetings
- SHAG
- Tukwila School District
- Congolese Integration Network (CIN)
- Sound Health
- Days Inn Motel
- COPCAB
- Mall Management/T3AMS



FOURTH QUARTER HIGHLIGHTS

□ Significant Operations & Events

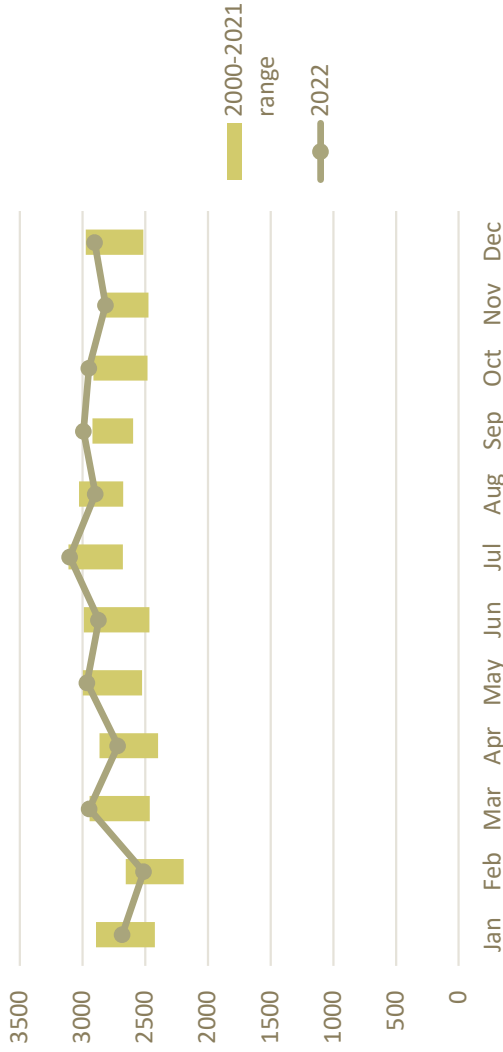
- Regional Partnership Meetings
 - Sound Transits
 - Valley Chiefs
 - Valley Communication
- Department Meetings
 - Town Hall
 - Leadership Meeting
- Emphasis
 - Traffic Cameras
 - Black Friday Emphasis
 - Day After Christmas Emphasis
 - Extra Patrols
 - Homicide Investigation
- Public Disclosure Requests
 - 1,188 of requests received
 - 1,176 processed and closed
 - 100 open and active
- Emergency Management





FOURTH QUARTER CRIME STATISTICS

Calls for Service by Month
Comparison of 2022 to 2000-2021

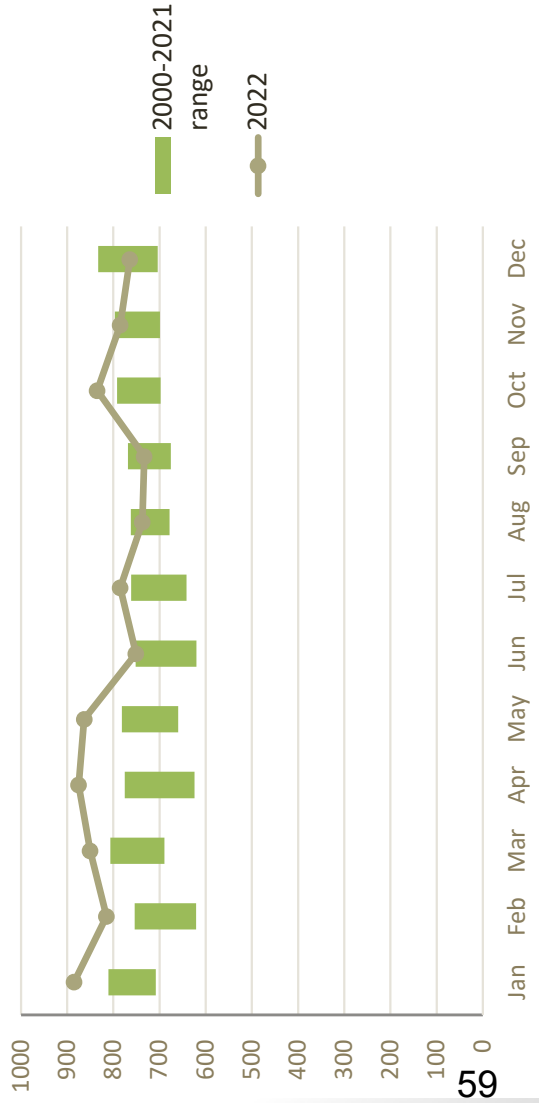


Calls for service ended the year with 34,345, which is higher than the last several years, solidly back to pre-pandemic numbers.

Case reports (online and officer-created) totaled 9,678, which is higher than usual.

Commercial burglary (279) and auto theft(929) jumped higher than we've seen for more than ten years, after increases the last few years. These crimes continue to be a regional problem. Residential burglary continues to be low (36).

Case Reports by Month
Comparison of 2022 to 2000-2021



[These charts show the current year (line) as compared to previous years (rectangles). This gives perspective as to a normal range as calculated over the past years.]



Questions?