



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 27, 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 944274640#**

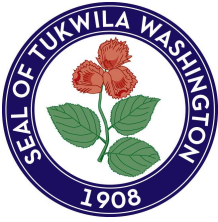
**Click here to: [Join Microsoft Teams Meeting](#)  
 For Technical Support during the meeting call: 1-206-433-7155.**

Item	Recommended Action	Page
<b>1. BUSINESS AGENDA</b>  a. A contract for Wellness Hub Leadership Cohort and Community Cafes. <i>Michael May, Manager for Communications, Community Engagement, Arts and Events; Parks &amp; Recreation Dept.</i>	a. Forward to 3/6 Regular Meeting Consent Agenda.	<b>Pg.1</b>
<b>2. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** *March 13, 2023*







## **INFORMATIONAL MEMORANDUM**

**TO:** Community Services & Safety Committee  
**FROM:** Pete Mayer, Parks & Recreation Director  
**BY:** Michael May, Manager for Communications, Community Engagement, Arts & Events  
**CC:** Mayor Allan Ekberg  
**DATE:** February 21, 2023  
**SUBJECT:** Wellness Hub Leadership Cohort and Community Cafes Contract

### **ISSUE**

Seeking authorization for the Mayor to a \$45,000 contract with Global to Local to develop a Wellness Hub Leadership Cohort and three Community Cafes in conjunction with the National Park & Recreation Association Parks as Wellness Hubs Grant (MOU attached).

### **BACKGROUND**

The Tukwila Wellness Hub Leadership Cohort and Community Cafes Project's purpose is to empower community leaders to drive the designing, planning, and outreach and engagement components of the Tukwila Wellness Hub development. This project will be administered under Global to Local's Healthy Communities Program, a program designed to elevate and support community leadership to drive local and regional policy and systems change efforts.

### **DISCUSSION**

Per this contract, Global to Local will:

- Lead recruitment of 5-8 community leaders.
- Facilitate recurring meetings with the community leaders cohort, including planning of agendas, curriculum, and activities for the development of the Community Cafes.
- Facilitate communications between the community leadership cohort and Wellness Hub project partners (Global 2 Local, HealthPoint, Tukwila Parks & Recreation).
- Lead the planning and community outreach components for three Tukwila Wellness Hub Community Cafes in 2023 to be completed by November 30, 2023.
- Recruit and support other interested community members to participate in the Community Leadership Project.

### **FINANCIAL IMPACT**

This contract will be funded exclusively by grant dollars from the National Park & Recreation Association Parks as Wellness Hubs Grant and creates no net General Fund expense.

### **RECOMMENDATION**

The Council is being asked to authorize the Mayor to sign the Wellness Hub Leadership Cohort and Community Cafes Contract.

### **ATTACHMENTS**

1. Tukwila-NPRA MOU, Parks as Wellness Hubs Grant
2. Wellness Hub Leadership Cohort and Community Cafes Contract





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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into as of the date of the last signature affixed hereto (Effective Date), is made between **National Recreation and Park Association, Incorporated**, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (“NRPA” or “Grantor”) and City of Tukwila Parks and Recreation, a provider of park, recreation, or community services located at 12424 42nd Avenue South in Tukwila, Washington (“Grantee”).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of ninety thousand dollars (\$90,000) (Grant Funds) made available to Grantee for the implementation of the project selected for grant funding (“Project”): Parks as Community Wellness Hubs.

Made possible through the support of the Walmart Foundation, NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support local park and recreation agencies and community-based organizations as they advance equitable food access for all through community-driven, upstream and systems change solutions.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds and participate in this Project.

### 2. Project Funding

- A. Total funds (\$90,000) will be distributed in three parts:
  - a. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check or wire transfer in the amount of forty-five thousand dollars (\$45,000)
  - b. Within thirty (30) days upon submission of report 1 in December of 2022 to NRPA, NRPA will send Grantee a check or wire transfer in the amount of forty thousand dollars (\$40,000).
  - c. Within thirty (30) days upon submission of report 2 in January of 2024 to NRPA, NRPA will send Grantee a check or wire transfer in the amount of five thousand dollars (\$5,000).
- B. Grant Funds will be distributed by NRPA
- C. No matching funds are required
- D. It is expressly understood that the NRPA has no obligation to provide additional support or funds to the Grantee for this Project or any other project or purposes.

### 3. Grantee Requirements

Grantee will use the Grant Funds to:

- A. Advance equitable and community-driven wellness hubs that promote sustainable, long-term access to healthy, affordable, fresh, local, and culturally relevant nutrition for historically disenfranchised and under-represented populations (including but not limited to people of color, people with disabilities, LGBTQ+ populations, and low-income and rural communities). This includes exploring new approaches



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- to improve food access by integrating SNAP/WIC outreach and enrollment services and food insecurity screenings through parks and recreation.
- B.* Center and advance health equity strategies in parks and recreation through systems change approaches with cross-sector partnership. Systems-change are whole community approaches focused on the root causes of problems that address power structures, policies, social norms, relationships, environments (physical and social), and resources.
  - C.* Build key community coalitions and strengthen local grassroots advocacy to build long-term municipal support and ensure the sustainability of community wellness hubs.
  - D.* Attend one virtual and one in-person training in July/August of 2022 and October of 2023 (in-person). Grant funds must be included in agency budget for travel.
  - E.* Form a cross-sector project leadership team to leverage community partners to support the development and implementation of the wellness hub.
  - F.* Collaborate with NRPA to conduct a community needs assessment and community engagement activities to ensure hub activities are community driven.
  - G.* Collaborate with NRPA to conduct a health equity assessment and develop a health equity action plan.
  - H.* Participate in NRPA's Park Champions initiative to advance local grassroots advocacy efforts.
  - I.* Submit two reports (template provided by NRPA) in December of 2022 and January of 2024 outlining project success, challenges, meal numbers, etc.
  - J.* Participate in evaluation measures and data collection, including metrics tracking, focus groups, key informant interviews, nutrition literacy evaluation, and surveying.
  - K.* Engage in training and technical assistance opportunities as detailed in the 2022 PACWH Technical Assistance Overview.

#### **4. Promotion**

NRPA and the Walmart Foundation may use Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

NRPA also grants City of Tukwila Parks and Recreation a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

Grantee shall provide NRPA an opportunity to review and approve any statement, message or use of the Walmart Foundation logo related to this grant or Project in advance of its release to the public.

Any promotion, public announcement, or promotion relating to the Grant Funds or Project shall be subject to the prior review of the Walmart Foundation and NRPA.



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All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this MOU use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

#### **5. Limits of Liability**

To the fullest extent permitted by applicable law, Grantee hereby releases the Walmart Foundation and NRPA, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the "Support Parties"), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds. Grantee further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Project or the use of the Grant Funds. This limitation of liability shall apply whether the Support Parties' liability arises due to breach of contract, breach of warranty, or as a result of tortious conduct, including, but not limited to, negligence (of any kind), strict liability, statutory liability, or any other causes of action.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

#### **6. Indemnification**

To the fullest extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantee's involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the Project; (ii) any failure by Grantee to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of Grantees or their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

#### **7. Confidentiality**

During the term of this MOU, the Parties may learn certain Confidential Information of each other. For purposes of this MOU, Confidential Information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and Confidential



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Information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

**8. Term**

This MOU shall be effective as of the Effective Date hereof and shall continue until February 28, 2024 (the "Term") in accordance with Section 11.

**9. Use of Grant Funds**

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.





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G. To travel to NRPA's Annual Conference or any other conference travel without written approval from Grantor.

**10. Audit**

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantee's financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantee by NRPA at any time during the Audit Period, at NRPA's sole expense, during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantee shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantee shall be barred from participation in any further programs. Grantee shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

**11. Termination and Repayment**

Any party may terminate this MOU at any time for any reason upon providing the other party thirty (30) calendar days' written notice. Further, either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

None of the Parties shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

**12. Compliance with Laws.**

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agree to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

**13. Governing Law, Jurisdiction, Venue and Dispute Resolution**

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any



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jurisdiction. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Commonwealth of Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney's fees and costs. The Parties agrees that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

**14. No Agency; Relationship of the Parties**

Each party and their respective officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

**15. Notices**

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:

City of Tukwila Parks and Recreation  
12424 42nd Ave S  
Tukwila, WA 98168  
Attn: Michael May  
Email: michael.may@tukwilawa.gov

If to NRPA, to:

National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148  
Attn: Maureen Neumann, Senior Program Manager  
Email: mneumann@nrpa.org

**16. Entire Agreement.**

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this MOU acknowledges that no



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representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this MOU, including the Project, must be approved in writing by all the parties. This MOU and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this MOU. The section headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

**17. Severability.**

If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this MOU shall be valid and enforced to the fullest extent permitted by law.

*These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.*

**National Recreation and Park Association**

**City of Tukwila Parks and Recreation**

By: Thomas Low

By:   
eSigned via SeamanDocu.com  
Key: 7a791f0aa495f6567a73a0450e48364

Printed Name: Thomas Low

Printed Name: Allan Ekberg 

Title: Interim COO

Title: Mayor

Date: 09 / 06 / 2022

Date: 08/27/2022

APPROVED AS TO FORM

  
eSigned via SeamanDocu.com  
Key: 64619ed5dc82b64812ca594b27d14467

Office of the City Attorney





## 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 **Global to Local**, hereinafter referred to as “the Contractor,” whose principal office is located at **2800 S 192nd St, SeaTac, WA 98188**.

**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 B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$45,000**.
- 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 **March 1, 2023**, and ending **December 31, 2023**, 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,  
CA Revised May 2020

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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 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 signatures to be obtained by  
City Clerk's Staff ONLY. \*\***

**\*\* Contractor signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA

CONTRACTOR:

\_\_\_\_\_  
Allan Ekberg, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

Address: \_\_\_\_\_

\_\_\_\_\_  
Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**Exhibit A:**



## **WELLNESS HUB LEADERSHIP COHORT AND COMMUNITY CAFES SCOPE OF WORK**

Under Global to Local (G2L)'s Healthy Communities Program, with funds from Tukwila Parks & Recreation Wellness Hub Grant a series of three Community Cafes and a Tukwila Wellness Hub Community Leadership Project will be developed.

Global to Local will:

- Lead recruitment of 5-8 community leaders.
- Provide facilitation of recurring planning meetings with the cohort of community leaders, including planning of agendas, curriculum and activities for the development of the Community Cafes.
- Facilitate communications between the community leadership cohort and Wellness Hub project partners (Global 2 Local, HealthPoint, Tukwila Parks & Recreation), so that community leaders and project partners can co-develop and co-design the community cafes.
- Lead the planning and community outreach components for three Tukwila Wellness Hub Community Cafes in 2023 to be completed by November 30, 2023.
- Recruiting and supporting other interested community members to participate in the Community Leadership Project.

### **Exhibit B:**

#### **Compensation and Method of Payment**

Global to Local will invoice the City of Tukwila Parks & Recreation Department on a monthly basis for work completed through the duration of the contract.

