



## INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**  
FROM: **David Rosen, Parks & Recreation Analyst**  
DATE: **March 4, 2024**  
SUBJECT: **Acceptance of \$125,000 in Grant Funding & Approval of Related Contracts**

### **ISSUE**

The Tukwila Parks & Recreation Department is seeking to sign an agreement for \$125,000 in non-competitive funding from the Washington State Department of Natural Resources (DNR) and execute two contracts at \$40,000 or above that will utilize said funding. City financial policies require the department to acquire approval from the city council before the mayor may sign the agreement or its resultant contracts.

### **BACKGROUND**

In 2023, DNR received funds from state sources that were to be utilized for their Urban & Community Forestry Program (UCF). In the interest of quickly utilizing this funding, DNR identified several cities, including Tukwila, based upon their Prioritization Tool ranking census tracts within Washington State needing the greatest community forestry assistance. Some of the higher-ranking census tracts include:

- 53033027200 (3<sup>rd</sup>) – Riverton & Foster neighborhoods
- 53033026300 (4<sup>th</sup>) – Allentown and the East Marginal Way corridor
- 53033028300 (53<sup>rd</sup>) – McMicken neighborhood

The Green Tukwila program identified projects within these census tracts and provided a funding proposal to DNR in service of several parks throughout the city’s system that has now been tentatively approved for funding.

### **DISCUSSION**

This funding will support two projects (“Activity” per the DNR agreement) addressing community forestry needs and concerns:

#### **Activity 1 – Southgate Park Restoration (\$85,000)**

Southgate Park, located in Census Tract 53033027200 on 42<sup>nd</sup> Ave S due south of Riverton Park, is a 9-acre naturally forested park that has been within Tukwila’s park system since being transferred to our ownership by King County in the 1990s. A condition of this transfer requires the land to remain open to the public for recreational use. Unfortunately, in recent years, due to continued overgrowth of invasive species such as English Ivy and Himalayan Blackberry, the park is growing increasingly inaccessible and is now losing tree canopy at an increasing rate. This activity would provide for EarthCorps to bring in professional crews to remove invasive species from the ground cover, install tree survival rings to save tree canopy, and utilize herbicides to prevent invasive re-growth via ground application and/or direct injection into current invasive growth. We estimate this activity will generate approximately 1,100 man-hours of restoration work in Southgate Park across 31 days that EarthCorps will deploy their work crews.

**Activity 2 – Site Assessment & Restoration Plans for Four Parks (\$40,000)**

While planning for parks, usually a Master Plan is created, which details how our department will utilize the park’s built and managed assets such as play structures, fields, art installations, and walkways. However, Master Plans usually do not include the “disturbed” natural areas of a park, those that are not actively maintained by our parks staff that continue to grow naturally as they did before our built assets existed on the site. Activity 2 would provide for the creation of four Restoration Plans (Provided by EarthCorps) across our parks system, specifically for Southgate, Codiga, Riverton, and Crestview Parks. These plans provide for mapping each parks natural areas, assessment of current conditions of the areas, recommendation and prioritization of work servicing the areas, recommended plant palettes for each park, and more. The plans will allow for our Green Tukwila program to more efficiently utilize already invested General Fund resources and volunteer steward time in maintaining the parks’ natural environments. Several of these parks are also currently having Master Plans created so when combined, we will have parks fully planned for future investment.

In sum, this \$125,000 investment of DNR funds will save tree canopy in Southgate Park and move it towards a condition usable by our community and will provide for 5-10 year planning of natural resources in multiple parks across our system in areas furthest from necessary community forestry needs.

**FY25/26 BUDGET CONSIDERATIONS**

Community forestry work for the city’s parks is funded in part by the Green Tukwila program within the Parks & Recreation Department. At this time, professional services, such as those provided by EarthCorps through the proposed restoration contract, are budgeted at about \$8.3K for FY24, providing for three professional crew days across the entire urban forest system within our parks. This level of funding is inadequate to support goals set by the 20-Year Green Tukwila Stewardship Plan and risks loss of Tukwila’s natural environment to climate change impacts and invasive species proliferation. Parks & Recreation staff continue to seek grants and other funding sources/methods of service delivery that can provide for Tukwila’s natural resources and environment.

**FINANCIAL IMPACT**

The DNR funding will be provided on a reimbursement basis. Therefore, no net inflows or outflows will be created within the General Fund by executing this agreement and its resultant contracts.

**RECOMMENDATION**

Staff recommends the committee forward the DNR agreement and related contracts for approval on the City Council Consent Agenda at the March 18<sup>th</sup>, 2024 Regular Meeting.

**ATTACHMENTS**

- Proposed Agreement (93-106600) – WA DNR and City of Tukwila
- Proposed Scope of Work – \$85,000 EarthCorps Restoration Work at Southgate Park
- Proposed Scope of Work – \$40,000 EarthCorps Restoration Plans at multiple parks
- Map of Proposed Work Locations



**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**

CONTRACT NO. 93-106600

PI: 248, NZH

Funding Source: State

Grant Funded:  Yes  No

OMWBE:  Small Business  Veteran Owned  Not Applicable

Procurement method:  Exempt DES Policy DES-140-00 Section 5., Item 2. Exceptions to the competitive solicitation requirement, listed under RCW 39.26.125(10), Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof.

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as “**DNR/AGENCY**”, and the below named firm, hereinafter referred to as “**CONTRACTOR**”.

DNR and CONTRACTOR enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Tukwila Parks and Recreation

6200 Southcenter Boulevard

Tukwila, WA 98188

**Phone:** 206-433-1800

**Fax:** 206-433-1833

**Email:** [mayor@tukwilawa.gov](mailto:mayor@tukwilawa.gov)

**WA State UBI Number:** 179-000-208

**Federal Taxpayer Identification Number:** 91-6001519

**Statewide Vendor # (SWV):** SWV0018023

**IT IS MUTUALLY AGREED THAT:**

**1.0 Purpose.** The purpose of this Agreement is to invest in urban forestry for the City of Tukwila. Funds will be used to hire a subcontractor to conduct site assessments and compose an Assessment and Restoration Plan for four (4) parks in the City of Tukwila and to perform forestry restoration activities in Southgate Park.

**2.0 Scope of Work.** CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work/Deliverables.

**3.0 Period of Performance.** The period of performance under this contract will be from date of execution through June 1, 2025.

**4.0 Payment.** Total compensation under this agreement shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) and shall be based on the rates and terms described in Exhibit B – Budget.

Unless otherwise determined by DNR, funding for this contract is provided by the Washington State 2023-2025 Urban and Community Forestry Budget, DNR Program Index: 248, Project Code: NZH

Continued performance under this agreement is subject to funding availability; should funding be repealed, unappropriated, unobligated, or otherwise removed from spending authority, all billable work will cease immediately upon notification and termination of the agreement will take effect immediately.

**Expenses**

No expenses are allowed under this contract.

**5.0 Billing Procedures.** CONTRACTOR shall submit invoices twice during the period of performance with Mid-term Report and Final Report; Mid-term Report by October 1, 2024, and Final Report by June 1, 2025. CONTRACTOR shall only submit invoices for completed activities, tasks, and/or deliverables clearly identified in Exhibit A – Scope of Work/Deliverables. Invoices containing partially completed work will be rejected.

**Fiscal Year/Biennial Closure:** Under fiscal year/biennial closing procedures, CONTRACTOR must submit all invoices and/or billings for services or material supplied under this contract through **June 30 to DNR no later than July 10 of that same calendar year.**

Each invoice submitted to the DNR Project Manager shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Contract number 93-106600
2. Invoice date
3. Organization and primary contact name

4. Primary contact phone number and email address
5. Narrative description of the work performed to complete the activity(s) and/or task(s)
  1. The order in which the completed activity(s) and task(s) are listed on the invoice shall reflect the order in which they listed in the Scope of Work/Deliverables.
  2. Language used to describe completed activity(s) and task(s) shall reflect the language in Exhibit A, Scope of Work/Deliverables.
6. Detail of the expenses being billed
  1. Expenses for each activity and/or task shall be broken down by cost type using the format in Exhibit B, Budget, Table 1. Cost by Activity.
  2. DNR reserves the right to request an additional expense detail by line item using the format in Exhibit B, Budget, Table 2. Cost by Line Item.
7. Supporting documentation for all expenses being billed
  1. The specific activity or task completed must be accompanied by the respective invoice(s), receipt(s), and any other appropriate supporting documentation (unless noted otherwise above) in order to receive reimbursement.
8. Total invoice amount

**Special Budget Provisions:** Transfer of funds between tasks is allowed with advance written permission of the DNR Project Manager and shall not exceed 10% of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to a justification and a contract amendment.

**6.0 Outreach and Printed Materials.** All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

*“Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

Appropriate agency logos may be used in addition to the above statement and will be supplied to CONTRACTOR. Use of agency logos must be reviewed and approved by the funding agencies prior to publishing.

**7.0 Records Maintenance.** CONTRACTOR shall maintain books, records, documents, and other evidence to sufficiently document all direct and indirect costs incurred by CONTRACTOR in providing the services. These records shall be available for inspection, review, or audit by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. CONTRACTOR shall keep all books, records, documents, and other material relevant to this Agreement for six (6) years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use

reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**8.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**9.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**10.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**11.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days’ prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**12.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**13.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement that cannot be resolved under the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the Parties mutually agree to in writing.

**14.0 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules
- (2) State of Washington statutes and regulations
- (3) Special terms and conditions as contained in this basic contract instrument
- (4) Scope of Work/Deliverables, attached as Exhibit A
- (5) Budget, attached as Exhibit B
- (6) Any other provisions of the agreement, including materials incorporated by reference.

**15.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**16.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**17.0 Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: [https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf).

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors: [www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf).

DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the expectations for contractors: [www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf).

## **18.0 Nondiscrimination.**

- a) Nondiscrimination Requirement: During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- b) Obligation to Cooperate: CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).
- c) Default: Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and

cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- d) **Remedies for Breach:** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under [Chapter 49.60 RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

**19.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**20.0 Responsibilities of the Parties/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's employees, representatives, any subcontractor or its employees, or any third party.

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

CONTRACTOR waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.



**21.0 Insurance.** Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this Agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for

the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with or provide Federal Workers Compensation insurance or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

#### **ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to [Chapter 48.18 RCW](#) (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to [Chapter 48.15 RCW](#) (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with [Chapters 48.15 RCW](#) and [284-15 WAC](#).

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

#### **22.0 Limited Waiver of Sovereign Immunity.**

Agreement No. 93-106600

8 of 13

Form update date: 2023.04.20

Not applicable for this contract.

**23.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**24.0 Contract Management.**

<b>CONTRACTOR Contract Manager Information</b>	<b>DNR Contract Manager Information</b>
David Rosen City of Tukwila Parks and Recreation 12424 42 <sup>nd</sup> Ave S Tukwila, WA 98168 <i>Phone:</i> 206-767-2310 <i>Email address:</i> <a href="mailto:David.rosen@tukwilawa.gov">David.rosen@tukwilawa.gov</a>	Sajjad Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-915-3944 <i>Email address:</i> <a href="mailto:sajjudallah.alokozai@dnr.wa.gov">sajjudallah.alokozai@dnr.wa.gov</a>
<b>CONTRACTOR Project Manager Information</b>	<b>DNR Project Manager Information</b>
Olena Perry City of Tukwila Parks and Recreation 12424 42 <sup>nd</sup> Ave S Tukwila, WA 98168 <i>Phone:</i> 206-767-2315 <i>Email address:</i> <a href="mailto:Olena.perry@tukwilawa.gov">Olena.perry@tukwilawa.gov</a>	Ben Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-485-8651 <i>Email address:</i> <a href="mailto:ben.thompson@dnr.wa.gov">ben.thompson@dnr.wa.gov</a>

**25.0 Treatment of Assets.**

Not applicable for this contract.

**26.0 Approval.** By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CITY OF TUKWILA PARKS AND  
RECREATION**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

<hr/> <i>Signature</i>	<hr/> <i>Date</i>	<hr/> <i>Signature</i>	<hr/> <i>Date</i>
Tom Mcleod		Jennifer Watkins	
<hr/> <i>Name</i>		<hr/> <i>Name</i>	
Mayor		Forest Resilience Division Manager	
<hr/> <i>Title</i>		<hr/> <i>Title</i>	
6200 Southcenter Boulevard		1111 Washington Street SE	
Tukwila, WA 98188		MS 47013	
<hr/> <i>Address</i>		<hr/> <i>Address</i>	
206-433-1850		Olympia, WA 98504-7013	
<hr/> <i>Telephone</i>		<hr/> <i>Telephone</i>	
		360-338-1688	

**EXHIBIT A – SCOPE OF WORK/DELIVERABLES**

<b>Activity 1: Site Assessment &amp; Restoration Plans Creation</b>			
Riverton, Codiga, Southgate, and Crestview parks, all local neighborhood parks except for Southgate, which is a naturally forested park, will have site assessments and restoration plans written through completion of this Activity. Said restoration plans will inform current city investment, allow for more thorough stewardship of the planned areas, and allow for volunteer deployment for future work. Prospective subcontractor has confirmed capacity to finish work by June 2025.			
<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
<b>1A. Draft Site Assessment &amp; Restoration Plan for Codiga Park</b>	<ul style="list-style-type: none"> <li>• PDF Copy of Assessment &amp; Plan including the following sections at a minimum: 1) Background and Introduction, 2) Map of Management Units, 3) Existing Site Conditions, and 4) Management Recommendations and Priorities</li> <li>• Documentation of paid invoice from Contractor to Subcontractor.</li> </ul>	June 1, 2025	\$10,000
<b>1B. Draft Site Assessment &amp; Restoration Plan for Riverton Park</b>	<ul style="list-style-type: none"> <li>• PDF Copy of Assessment &amp; Plan including the following sections at a minimum: 1) Background and Introduction, 2) Map of Management Units, 3) Existing Site Conditions, and 4) Management Recommendations and Priorities</li> <li>• Documentation of paid invoice from Contractor to Subcontractor.</li> </ul>	June 1, 2025	\$10,000
<b>1C. Draft Site Assessment &amp; Restoration Plan for Crestview Park</b>	<ul style="list-style-type: none"> <li>• PDF Copy of Assessment &amp; Plan including the following sections at a minimum: 1) Background and Introduction, 2) Map of Management Units, 3) Existing Site Conditions, and 4) Management Recommendations and Priorities</li> <li>• Documentation of paid invoice from Contractor to Subcontractor.</li> </ul>	June 1, 2025	\$10,000
<b>1D. Draft Site Assessment &amp; Restoration Plan for Southgate Park</b>	<ul style="list-style-type: none"> <li>• PDF Copy of Assessment &amp; Plan including the following sections at a minimum: 1) Background and Introduction, 2) Map of Management Units, 3) Existing Site Conditions, and</li> </ul>	June 1, 2025	\$10,000

	<p>4) Management Recommendations and Priorities</p> <ul style="list-style-type: none"> <li>• Documentation of paid invoice from Contractor to Subcontractor.</li> </ul>		
<b>Activity 2 Total</b>			<b>\$40,000</b>

<p><b>Activity 1: Southgate Park – Phase 1 Restoration</b>          Southgate Park, an approximately 9.2 acre naturally forested park, is currently inaccessible and losing tree canopy due to invasive English Ivy, creating an urgent need for professional crew work to protect and save said canopy and restore access to the natural area for community members. Completion of this work will enable further activation of the site by volunteers to continue restoration and stewardship and prepare the site for future plantings. Prospective subcontractor has confirmed capacity to finish work by June 2025.</p>			
Task	Deliverable	Completion Date	Estimated Cost
<p><b>2A. Restoration activities across more than 3 acres of land within park to include a mix of the following:</b>            1. At least 140 Tree Survival Rings            2. At least 100,000 Square Feet of Herbicide Application            3. At least 20,000 Square Feet Ground Ivy Removal            4. At least 500 Trees/Shrubs treated with herbicidal injections.</p>	<p>Report of activities to include:</p> <ul style="list-style-type: none"> <li>• After-Action Report from Subcontractor</li> <li>• At least 5 before and after photos documenting completed work.</li> <li>• Provided records of:               <ul style="list-style-type: none"> <li>○ Sq. footage of Ground Ivy cleared.</li> <li>○ # of tree survival rings installed</li> <li>○ Sq. footage of herbicide application performed.</li> <li>○ # of trees/shrubs treated with herbicidal injection</li> </ul> </li> <li>• Documentation of paid invoice from Contractor to Subcontractor.</li> </ul>	<p>June 1, 2025</p>	<p>\$85,000</p>
<b>Activity 1 Total</b>			<b>\$85,000</b>
<b>Total for Activities 1-2</b>			<b>\$125,000</b>

**EXHIBIT B – BUDGET**

The total budget is \$125,000. See the Scope of Work/Deliverables for activity and task descriptions.

**Table 1. Cost by Activity**

<b>Activities</b>	<b>Personnel and Benefits</b>	<b>Travel</b>	<b>Supplies</b>	<b>Contractual</b>	<b>Total</b>
Activity 1	\$0	\$0	\$0	\$40,000	\$40,000
Activity 2	\$0	\$0	\$0	\$85,000	\$85,000
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$125,000</b>

**Table 2. Cost by Line Item**

<b>Contractual</b>	
Subcontractor with Extensive Restoration & Stewardship Planning Experience Multiple Park assessments and restoration plans (Activity 1) covering all Tasks necessary for completion/fulfillment of activity.	\$40,000
Subcontractor with Extensive Restoration & Stewardship Planning Experience Completion of restoration activities as described in Activity 2.	\$85,000
<b>Total</b>	<b>\$125,000</b>





**Exhibit A**  
**City of Tukwila – Southgate Park Restoration Work Estimate**



***December 2023***

***Prepared for:***

Olena Perry  
Volunteers & Stewardship  
Tukwila Parks & Recreation  
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**Prepared by:**

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# Proposed Approach and Budget

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## Project Overview

EarthCorps and the City of Tukwila will partner to restore Southgate Park. Funding for this opportunity will be through a WA DNR Forestry Grant which the City of Tukwila will hold and manage. Southgate park has not received ecological restoration in many years and EarthCorps will be one of the first organizations to assist in ecological restoration.

## Detailed Approach

Southgate park is approximately an 11 acre park that has mature deciduous and conifer canopy but is overrun with aggressive species such as Ivy (*Hedera helix*), blackberry (*Rubus armeniacus*), and invasive trees such as laurel (*prunus spp.*) and holly (*Ilex aquifolium*). The primary goal for the project is to preserve tree canopy and restore the successional trajectory of this dry-mesic conifer deciduous mixed forest. To do so EarthCorps will conduct initial restoration services using current industry standard best management practices in vegetation management.

### Objective 1:

#### Tree Canopy Preservation

- Ivy tree survival rings using manual, mechanical and chemical control techniques
- Target deliverable: Ivy rings across 11 acres

### Objective 2:

#### Understory preservation (should objective 1 be completed)

- Blackberry and invasive tree control using manual, mechanical and chemical control techniques

EarthCorps will provide for the following EarthCorps Crews and Staff:

- An assigned project manager to coordinate with the City of SeaTac to schedule events and crew crews to ensure project goals/objectives are met
- Basic hand tools along with access to power tools (such as brush cutters) and herbicide equipment
- Water trucks and equipment
- Personal Protective Equipment and procedures for the use of tools, equipment, and herbicide
- Washington state licensed herbicide application onsite as needed
- Workers' compensation, and health insurance
- Administrative payroll and human resources

The City of Tukwila will provide the following

- Access to the site
- Any necessary permits to conduct work

### Estimated Timeline

Year	Activity	# of crew days	Notes
2024-2025	Objective 1: Tree Canopy Preservation	31	Target spring/fall wet seasons for higher removal efficacy

# Budget Break Down:

<b>Narrative Scope of Work:</b>						
Southgate Park: 11 acre park 0-50% slope with depression in center. Dry-mesic conifer deciduous forest. Creek runs through east corner of property. Dominant invasive species: Ivy & blackberry. Target Ivy trees						
		Dates and Crew Name	# Crew Days or PM Hours	Daily or Hourly Rate	Materials Cost	Subtotals
<b>Task 1:</b>						
Days in field:			31	\$ 2,125.00		\$ 65,875.00
Project Management			62	\$ 135.00		\$ 8,370.00
Field Specialist	Materials coordination		6	\$ 80.00		\$ 480.00
Materials	Herbicide				\$ 200.00	\$ 200.00
	Erosion control				\$ 2,000.00	\$ 2,000.00
						<b>\$ 76,925.00</b>
Crew Labor						<b>\$ 65,875.00</b>
Project Management						<b>\$ 8,370.00</b>
Field Specialist						<b>\$ 480.00</b>
Materials						<b>\$ 2,200.00</b>
<b>Subtotal</b>						<b>\$ 76,925.00</b>
Materials & Handling Fee (10% of Total Materials)						\$ 220.00
<b>TOTAL FEE</b>						<b>\$ 77,145.00</b>
Sales Tax:	10.1%	Location Code:	1729			\$ 7,791.65
<b>TOTAL PAYABLE</b>						<b>\$ 84,936.65</b>



# Organizational Profile

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## **EarthCorps Background**

EarthCorps is a non-profit organization founded in 1993 with a mission to develop leaders to strengthen community and restore the health of our environment. EarthCorps provides a year-long intensive program for young adults from the US and 80 other countries to learn best practices in community-based environmental restoration and develop their leadership skills as they supervise 10,000 volunteers each year.

## Local Restoration

EarthCorps' core expertise is community-based environmental restoration. We regard restoration as a process of reestablishing healthy habitat: returning a polluted or degraded environment as closely as possible to a thriving, self-sustaining ecosystem. As restoration practitioners, our goal is to expedite natural processes in rebuilding a functioning natural ecosystem.

Environmental service is a uniquely effective way to build community. When people put their hands into the dirt together and see their efforts transform a threatened area into a more vibrant landscape, they forge a special bond, empowering themselves and their community.

# City of Tukwila – Assessment and Restoration Plans



***February 2024***

***Prepared for:***

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# Proposed Approach and Budget

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## Project Overview

EarthCorps and the City of Tukwila will partner to improve the health of Tukwilas Community Parks. Funding for this opportunity will be through a WA DNR Forestry Grant which the City of Tukwila will hold and manage. The city has identified a need to create management plans for several community parks. EarthCorps will assess and create restoration management plans for, Codiga, Riverton, Southgate and Crestview Parks

## Detailed Approach

Below are tasks for the restoration assessment and management plans for Codiga Park, Riverton Park, Southgate and Crestview Park

1. Vegetation assessments
  - a. Survey and inventory each parks current conditions
2. GIS Analysis and Mapping: The geographic information collected in Task 1 will be used to inform the GIS analysis and mapping. Each Park will have attribute information including (but not limited to):
  - a. A unique Management Unit ID number
  - b. Habitat type
  - c. Dominant species association
  - d. Relative abundance of invasive species
  - e. Area in square feet and acres
  - f. An additional polygon layer will show and quantify the locations of contiguous invasive species (if appropriate), and a point layer will identify more minor infestations or individuals of priority species.
3. Restoration plan writing and assembly
  - a. The final document for each park will be compiled into a restoration plan. This document will use the previous tasks and provide specific suggestions for restoration activities and best management practices for each park.

### Deliverables

1. Restoration Management Plan
  - Background and Introduction
  - Map of Management Units
  - Existing Site Conditions
  - Management Recommendations and Priorities



EarthCorps will provide for the following EarthCorps Crews and Staff:

- An assigned project manager to coordinate with the City of Tukwila to schedule events and crew crews to ensure project goals/objectives are met
- Basic hand tools along with access to power tools (such as brush cutters) and herbicide equipment
- Water trucks and equipment
- Personal Protective Equipment and procedures for the use of tools, equipment, and herbicide
- Washington state licensed herbicide application onsite as needed
- Workers' compensation, and health insurance
- Administrative payroll and human resources

The City of Tukwila will provide the following

- Access to the site
- Any necessary permits to conduct work

## Estimated Timeline

Year	Activity	Notes
<b>Winter 2024-2025</b>	Task 1: Vegetation Assessments	
<b>Spring –2025</b>	Task 1 & 2: Vegetation Assessments and GIS Analysis and Mapping	Task 1 and 2 may overlap to capture different growing seasons
<b>June 1 2025</b>	Task 3: Restoration plan assembly	

# Budget Break Down:

<b>Narrative Scope of Work:</b>						
Restoration Management plans						
		Dates and Crew Name	Days or PM Hours	Daily or Hourly Rate	Materials Cost	Subtotals
<b>Task 1: Codiga Park</b>						
Ecologist		Dates TBD	30	\$ 150.00		\$ 4,500.00
Specialist			20	\$ 80.00		\$ 1,600.00
Materials						\$ -
						<b>\$ 6,100.00</b>
<b>Task 2: Riverton Park</b>						
Ecologist			50	\$ 150.00		\$ 7,500.00
Specialist			20	\$ 80.00		\$ 1,600.00
Materials	Equipment				\$ 100.00	\$ 100.00
						<b>\$ 9,200.00</b>
<b>Task 3: Crewstview Park</b>						
Ecologist			50	\$ 150.00		\$ 7,500.00
Specialist			20	\$ 80.00		\$ 1,600.00
Materials	Equipment				\$ 100.00	\$ 100.00
						<b>\$ 9,200.00</b>
<b>Task 4: Southgate Park</b>						
Days in field:			50	\$ 150.00		\$ 7,500.00
Days in field:			20	\$ 80.00		\$ 1,600.00
Materials					\$ 100.00	\$ 100.00
						<b>\$ 9,200.00</b>
Ecologist						<b>\$ 27,000.00</b>
Specialist						<b>\$ 6,400.00</b>
Materials						<b>\$ 300.00</b>
<b>Subtotal</b>						<b>\$ 33,700.00</b>
Materials & Handling Fee (10% of Total Materials)						\$ 30.00
<b>TOTAL FEE</b>						<b>\$ 33,730.00</b>
<b>Sales Tax:</b>	10.1%	<b>cation Code:</b>				\$ 3,406.73
<b>TOTAL PAYABLE</b>						<b>\$ 37,136.73</b>

Fee Schedule:

- EarthCorps Ecologist: \$150.00/hrs
- EarthCorps Field Specialist: \$80.00/hr
- Materials & equipment billed upon receipt

Payment: invoiced monthly until completion, 30 day payment requested. Please note A late fee of 2% of the original balance will be applied for each subsequent month the invoice remains unpaid. Accrued late fees shall not exceed 20% of the original balance. The late fee policy becomes effective once the due date on the invoice has passed.

# Organizational Profile

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# Tukwila DNR Funding Sites

Parks



Codiga Park



Riverton Park



Crestview Park



Southgate Park

Sites receiving services via DNR's \$125,000 Non-Competitive Funding.

