



City of Tukwila  
**Finance and Governance  
 Committee**

- ◆ De'Sean Quinn, Chair
- ◆ Tosh Sharp
- ◆ Jovita McConnell

Distribution:  
 D. Quinn Mayor McLeod  
 T. Sharp M. Wine  
 J. McConnell A. Youn  
 A. Papyan L. Humphrey  
 D. Martinez

# AGENDA

**MONDAY, NOVEMBER 25, 2024 – 5:30 PM**

<b>ON-SITE PRESENCE:</b> <b>TUKWILA CITY HALL</b> <b>HAZELNUT CONFERENCE ROOM</b> <b>6200 SOUTHCENTER BOULEVARD</b>	<b>REMOTE PARTICIPATION FOR THE PUBLIC:</b> <b>1-253-292-9750, ACCESS CODE: 441656166#</b> <b>Click here to: <a href="#">Join Microsoft Teams Meeting</a></b> <b>For Technical Support: 1-206-433-7155</b>
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Item	Recommended Action	Page
<b>1. BUSINESS AGENDA</b>		
a. Contract for 2025-2026 Structural Plan Review Services. <i>Nora Gierloff, Director of Community Development</i>	a. Forward to 12/2 Regular Meeting Consent Agenda.	<b>Pg.1</b>
b. Ratification of contract with CORT Party Rental for a temporary tent at the Riverton Park United Methodist Church (RPUMC). <i>Brandon Miles, Director of Strategic Initiatives &amp; Government Relations</i>	b. Forward to 12/2 Regular Meeting Consent Agenda.	<b>Pg.13</b>
c. Contract for 2025-2026 Federal Lobbying Services. <i>Brandon Miles, Director of Strategic Initiatives &amp; Government Relations</i>	c. Forward to 12/9 C.O.W. & 12/16 Regular Meeting Consent Agenda.	<b>Pg.33</b>
<b>2. MISCELLANEOUS</b>		

**Next Scheduled Meeting:** *January 2025*



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





## **INFORMATIONAL MEMORANDUM**

TO: Finance and Governance Committee

FROM: Nora Gierloff  
Community Development Director

BY: Wynetta Bivens  
Assistant to the Director

CC: Mayor McLeod

DATE: 11/19/24

SUBJECT: Draft 2025-2026 Reid Middleton Contract

### **ISSUE**

DCD would like to execute a new contract to retain Reid Middleton Inc. to perform structural plan review and inspection services for compliance with Washington State and Tukwila adopted codes.

### **BACKGROUND**

DCD has contracted with Reid Middleton Inc. for consultant services for over 25 years. And currently has a contract with Reid Middleton Inc., which will expire 12/31/24.

### **DISCUSSION**

DCD is requesting approval of a new contract with Reid Middleton to continue needed on-going consultant services.

### **FINANCIAL IMPACT**

There are no financial impacts to the budget. This is a revenue backed service through the permit process.

### **RECOMMENDATION**

The Committee is being asked to approve the Draft Reid Middleton Inc. contract and for it to be forwarded to the City Council 12/2/24 consent agenda.

### **ATTACHMENTS**

Draft 2025-2026 Reid Middleton Inc. Contract with Exhibits





# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

## PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as the City”, and **Reid Middleton inc.**, hereinafter referred to as the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the city to perform structural plan review and inspection services for compliance with Washington State and Tukwila adopted codes.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period **commencing upon execution 1/1/2025 and ending on 12/31/2026**, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than 12/31/2026 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit B attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$300,000** without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, 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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **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.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

Reid Middleton, Inc.  
728 134<sup>th</sup> Street SW, Ste. #200  
Everett, WA 98204

Invoices are to be sent to the Building Official at the following address:

Building Official  
City of Tukwila  
6300 Southcenter Boulevard #100  
Tukwila, WA 98188



18. **Entire Agreement: Modification**. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

DRAFT

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

CITY OF TUKWILA

CONSULTANT:

\_\_\_\_\_  
Thomas McLeod, Mayor

By: Corbin Hammer

Printed Name: Corbin Hammer, P.E., S.E.

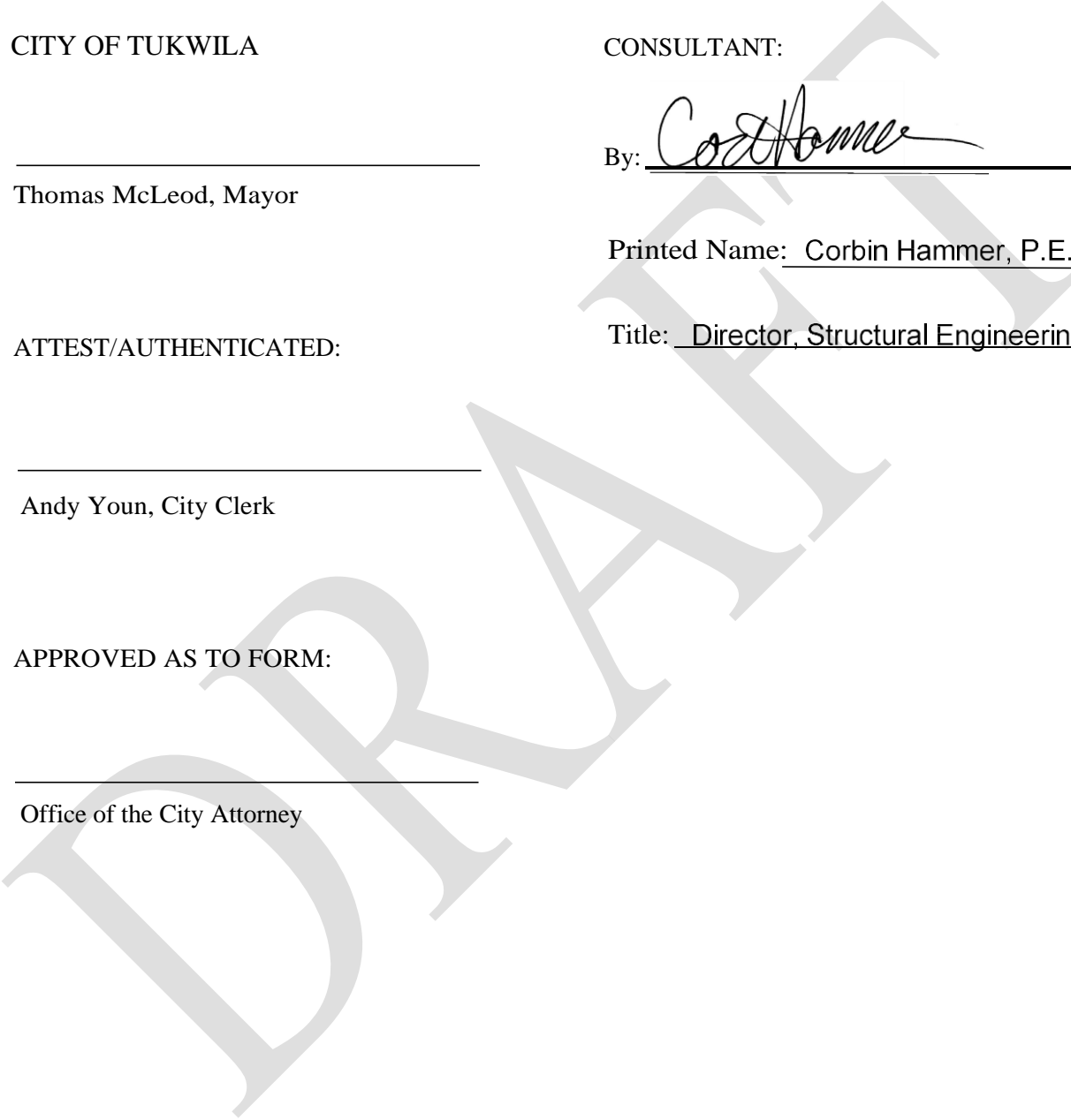
ATTEST/AUTHENTICATED:

Title: Director, Structural Engineering

\_\_\_\_\_  
Andy Youn, City Clerk

APPROVED AS TO FORM:

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



**EXHIBIT “A”**  
**CITY OF TUKWILA 2025-2026**  
**Scope and Schedule of Services**

The objective of this Agreement is to provide structural code compliance plan review by **Reid Middleton** (Consultant) for proposed new and remodeled buildings within the City of Tukwila (the City) as specifically requested in writing by the Building Official or his designee. The consultant shall perform services and provide necessary equipment, materials and professionally trained, licensed, and experienced personnel to accomplish the plan review.

On behalf of the Department of Community Development, Building Division, the consultant will perform structural plan review to establish compliance with the structural provisions of the International Building Code as amended by the State and as adopted by the City of Tukwila.

During the plan review process, the Consultant may contact the permit applicant directly to request submission of additional information to the city. The Consultant will keep a written record of this communication in the project file.

Upon completion of each plan review, the Consultant will furnish a summary plan review letter directly to the Building Official and a copy to the permit applicant outlining discrepancies in the plans, reports, and/or calculations (as applicable).

The Consultant will perform follow-up plan reviews as required to confirm that plans have been corrected adequately to address comments in the original plan review. In these instances, the Consultant will furnish additional letters directly to the Building Official and a copy to the permit applicant summarizing the results of the review. When the Consultant is satisfied that the proposed structural work is in compliance with the structural provisions of the Building Code, the Consultant will issue a final letter stating that there are no further comments.

The plan review services for each permit applicant will be treated as an individual project. The Consultant will track associated labor and material costs according to each project and invoice the City accordingly. The Consultant will invoice the City prior to the 10th of each month.

The city may need other structural engineering services throughout the term of the on-call agreement. For these instances, the Consultant will perform structural engineering services as mutually agreed to by both parties. The scope of work, fee, and schedule for the additional structural engineering services will be defined and negotiated at the time the additional work is requested.

The City, in entering into this agreement, does not guarantee that any services will be requested not guarantee any specific dollar amount of work during the term of this Agreement.

The City shall respond to the consultant's telephone or E-mail inquiries concerning interpretation of City Standards within three (3) working days.

The Consultant shall complete the specified work generally within (15) calendar days of written notification by the City. (Large and/or complex projects may take longer to review, but re concurrence by City of time extension.)

The Consultant shall perform work described in this Agreement in accordance with the latest edition and amendments to the Washington State Building Code as adopted and amended by the City of Tukwila.

The city shall administer issuance of building permits and certificates of occupancy. The Consultant will assume no responsibility for proper on-site construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with approved plans, contract documents, and permit conditions.

Corrections or comments made during the review process do not relieve the project proponent or designer from compliance with requirements of codes, conditions of approval, or permit requirements. Nor is the designer relieved of responsibility for a complete design in accordance with the laws of the State of Washington.

**Reid Middleton, Inc.**  
**Exhibit "B" Schedule of Charges Effective**  
**January 1, 2025 through December 31, 2026**

<b>I. Personnel</b>	<b>Hourly Rate</b>
Principal .....	\$ 260.00 - \$ 300.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 240.00 - \$ 270.00
Associate .....	\$ 215.00 - \$ 240.00
Senior Engineer/Senior Planner/Senior Surveyor .....	\$ 195.00 - \$ 215.00
Senior Designer .....	\$ 185.00 - \$ 200.00
Project Engineer/Project Designer/Project Surveyor/Project Planner .....	\$ 175.00 - \$ 195.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$ 155.00 - \$ 175.00
Designer I/Planner/CAD Technician II .....	\$ 145.00 - \$ 155.00
Project Administrator .....	\$ 135.00 - \$ 145.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$ 110.00 - \$ 135.00

Survey Crew (1 Person/RTK/Robotic/Scanning).....	\$ 165.00
Survey Crew (2 Person/RTK/Robotic/Scanning).....	\$ 225.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 280.00

Expert Witness/Forensic Engineering ..... 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

<b>II. Equipment</b>	<b>Rate</b>
Design Software/Computer Aided Drafting .....	\$ 12.00/hour

<b>III. Reimbursable Expenses</b>	
Local Mileage - Automobile .....	\$ 0.670/mile
Local Mileage - Survey Truck .....	\$ 0.670/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

**IV. Client Advances**

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.





## **INFORMATIONAL MEMORANDUM**

**TO: Tukwila City Council**

**FROM: Brandon Miles, Director of Strategic Initiatives & Government Relations**

**CC: Thomas McLeod, Mayor**

**DATE: November 19, 2024**

**SUBJECT: Ratification of Cort Rental Agreement**

### **ISSUE**

Ratify the Mayor's authorization to enter a contract with Cort Rental to install a temporary tent at the Riverton Parked United Methodist Church in Tukwila, not to exceed \$391,019.46.

### **BACKGROUND**

On October 6, 2023, Mayor Allan Ekberg issued a proclamation declaring a state of emergency to respond to the growing influx of asylum seekers in the City. The proclamation was subsequently ratified by the City Council. Tukwila Municipal Code (TMC) 2.57 allows the Mayor to quickly execute agreements, even above the Mayor's signing authority when an emergency has been declared. TMC 2.57.040 (3) requires that the City Council ratify the agreements the Mayor has signed to respond to the emergency.

### **DISCUSSION**

As part of the City's strategy to provide humanitarian housing, while looking for long term housing solutions for asylum seekers, the City rented a "FEMA style" tent. At its peak, the tent housed 77 individuals. The City successfully found housing solutions for people in the tent and the tent has now been removed.

### **FINANCIAL IMPACT**

The total financial expenditure was \$391,019.46. The City expects to receive grant funds to reimburse the City for most, if not all, of the costs.

### **RECOMMENDATION**

Ratify the Mayor's execution of a contract with Cort Rental in the amount of \$391,019.46.

### **ATTACHMENT**

Executed contract with Cort Rentals.







## **City of Tukwila**

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 24-041(b)  
Council Approval N/A

### **CONTRACT FOR SERVICES**

#### **Amendment #2**

#### **Between the City of Tukwila and CORT Party Rental**

That portion of Contract No. 24-041 between the **City of Tukwila** and **CORT Party Rental** is hereby amended as follows:

#### **Section 2:**

The total amount to be paid per Section 2 is hereby increased to \$391,019.46.

#### **Section 4:**

The contract duration is hereby amended to have an end date of November 5<sup>th</sup> 2024.

#### **Exhibit C:**

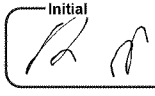
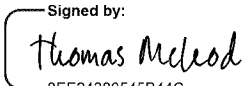
Exhibit C is hereby amended to reflect the increase in total contract consideration shown in Section 2.

All other provisions of the contract shall remain in full force and effect.

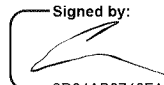
Dated this 23<sup>rd</sup> day of October, 2024.

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

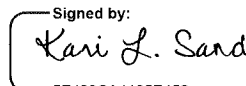
CITY OF TUKWILA

Initial   
Signed by:   
8EE24380545B44C  
Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

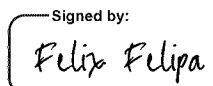
Signed by:   
3D04AB9746EA4E8  
Andy Youn, CMC, City Clerk

APPROVED AS TO FORM:

Signed by:   
5E499CA4165E452...  
Office of the City Attorney

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

CONTRACTOR:

By:   
1588AC02A49E41E...  
Printed Name: Felix Felipa  
Title: Project Manager



## AGREEMENT FOR CONTRACT SERVICES

### Exhibit C: Contract Coding (AMD #2)

Item #	Description (30 characters)	GL Key	GL Object	JL Key	JL Object	Amount (\$)
1	Tent Installation	GF000510	541007	12301001	5000000	14,388.51
2	1 <sup>st</sup> 28-Day Period Rental					39,876.67
3	2 <sup>nd</sup> – 7 <sup>th</sup> 28-Day Period Rental					226,423.04
4	Final 28-Day Period Rental					39,866.80
5	Tent Removal					10,359.31
6	Diesel Refueling					15,854.40
7	Generator Refueling					7,266.60
8	Maintenance Checks					6,000.00
9	<b>Final Month of Rental + Closeout</b>					<b>30,984.13</b>
<b>Total:</b>						<b>\$391,019.46</b>

Notes:

- Contractor shall be paid via check mailed by United States Postal Service
- Contractor shall be paid only upon issuance of written invoice(s) to the City
- Verification of work shall be provided by Innovative Impact Strategies

Initial  
*[Signature]*
Initial  
*[Signature]*





## **City of Tukwila**

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 24-041a  
Council Approval N/A

### **CONTRACT FOR SERVICES**

#### **Amendment #1**

#### **Between the City of Tukwila and CORT Party Rental**

That portion of Contract No. 24-041 between the City of Tukwila and CORT Party Rental is hereby amended as follows:

#### **Section 2:**

The total amount to be paid per Section 2 is hereby increased to \$360,035.33.

#### **Section 4:**

The contract duration is hereby amended to have an end date of October 27, 2024. The City of Tukwila reserves the right to end its rental of assets from the contractor on September 27, 2024.

#### **Exhibit C:**

Exhibit C is hereby amended to reflect the increase in total contract consideration shown in Section 2.

All other provisions of the contract shall remain in full force and effect.

Dated this 26<sup>th</sup> day of August, 2024.



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

## CITY OF TUKWILA

Initial  
*BM*

Signed by:  
*Thomas McLeod*  
8EE24380545B44C...

Thomas McLeod, Mayor

## ATTEST/AUTHENTICATED:

Signed by:  
*[Signature]*  
3D04AB0746FA4E8...

Andy Youn, CMC, City Clerk

## APPROVED AS TO FORM:

Signed by:  
*Kari L. Sand*  
5E499CA4165E462...

Office of the City Attorney

## CONTRACTOR:

Signed by:  
*Felix Felipa*  
1566AC02A49E41E...  
By: \_\_\_\_\_

Printed Name: Felix Felipa

Title: Project Manager



## AGREEMENT FOR CONTRACT SERVICES

### Exhibit C: Contract Coding (AMD #1)

Item #	Description (30 characters)	GL Key	GL Object	JL Key	JL Object	Amount (\$)
1	Tent Installation	GF000510	541007	12301001	5000000	14,388.51
2	1 <sup>st</sup> 28-Day Period Rental					39,876.67
3	2 <sup>nd</sup> – 7 <sup>th</sup> 28-Day Period Rental					226,423.04
4	Final 28-Day Period Rental					39,866.80
5	Tent Removal					10,359.31
6	Diesel Refueling					15,854.40
7	Generator Refueling					7,266.60
8	Maintenance Checks					6,000.00
<b>Total:</b>						<b>\$360,035.33</b>

**Notes:**

- Contractor shall be paid via check mailed by United States Postal Service
- Contractor shall be paid only upon issuance of written invoice(s) to the City
- Verification of work shall be provided by Innovative Impact Strategies

Initial  
BM

Initial  
FF







## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 24-041

Approved per Emergency  
Proclamation 10/06/23

### 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 **CORT Party Rental**, hereinafter referred to as “the Contractor,” whose principal office is located at **6101 Associated Boulevard Suite 102 Everett, WA 98203**.

**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 **\$284,035.33** at a rate **per Exhibit A plus estimates for heater and generator refueling and bi-weekly maintenance checks**.
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 **February 27, 2024**, and ending **August 27, 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.
  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

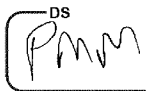
Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

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 26<sup>th</sup> day of February, 2024.

CITY OF TUKWILA

CONTRACTOR:



DocuSigned by:  
*Thomas McLeod*  
8EE24380545B44C

Thomas McLeod, Mayor 4/5/2024 | 4:35 PM PDT

DocuSigned by:  
*Felix Felipa*  
1566AC02A49E41E...

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

Printed Name: Felix Felipa

Title: Project Manager

ATTEST/AUTHENTICATED:

Address: 6101 Associated Blvd suite 102  
Everett Wa 98203

DocuSigned by:  
*[Signature]*  
3D04AB9746EAAER

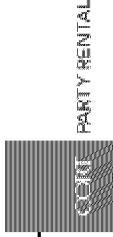
Andy Youn, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Kari L. Sand*  
5E499CA4466E462...

Office of the City Attorney

Exhibit A - Scope of Work & Pricing  
 City of Tukwila Pricing (Confidential) - Riverton



COOL PARTY RENTAL

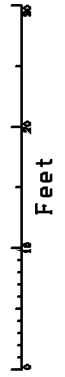
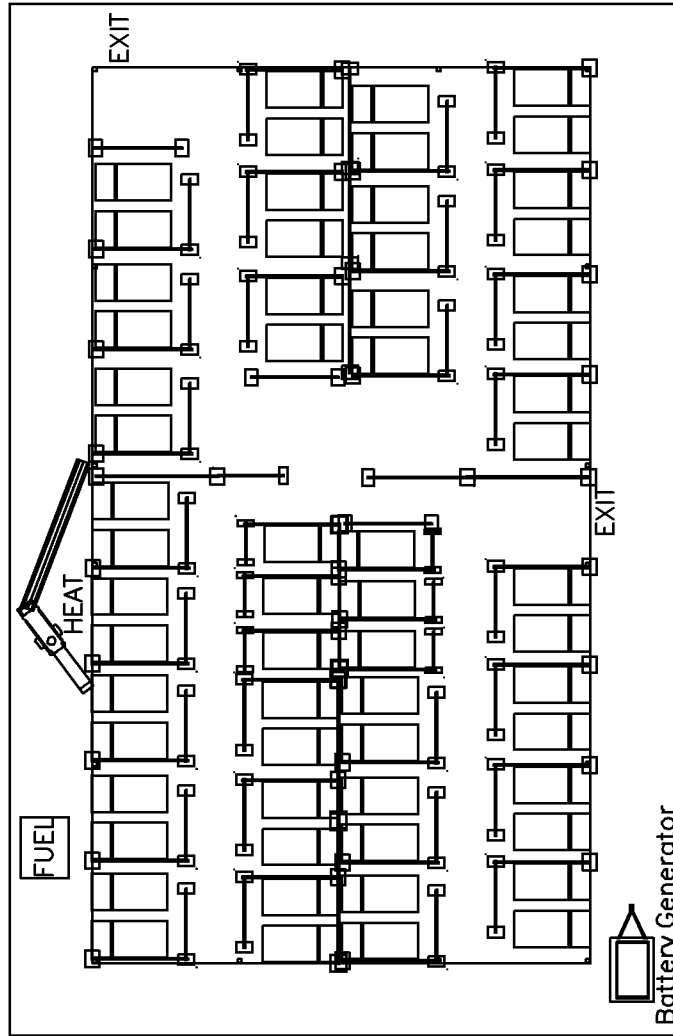
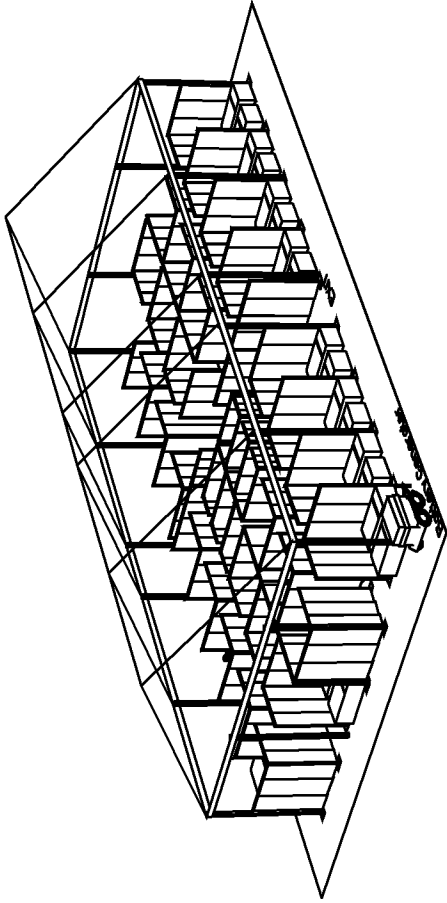
Riverton Tent - In Parking Area	Quantity	Rate	1st 28-Day Period		Each Following 28-Day Period		Final 28-Day Period
			Rate	Period	Rate	Period	
12.5m x 22.5m x 4m (41'x74') Clearspan Structure	1	\$ 6,100.00	\$ 6,100.00	\$ 6,100.00	\$ 4,575.00	\$ 4,575.00	\$ 6,100.00
Solid Wall, 4m tall surround, (HVAC, Solid Panels, Doors)	1	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00	\$ 3,037.50	\$ 3,037.50	\$ 4,050.00
Double Glass Door w/Filler Wall Surround	2	\$ 890.00	\$ 1,780.00	\$ 1,780.00	\$ 1,335.00	\$ 1,335.00	\$ 1,780.00
Lay Down Sub Floor, PVC Non-Slip Finish	1	\$ 3,100.00	\$ 3,100.00	\$ 3,100.00	\$ 2,325.00	\$ 2,325.00	\$ 3,100.00
Entrance Transitions, ingress/egress	2	\$ 100.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 200.00
Interior LED Hi-Bay Lighting & Exterior LED Light, Fans	1	\$ 796.00	\$ 796.00	\$ 796.00	\$ 597.00	\$ 597.00	\$ 796.00
Diesel Heat w/thermostat control and ducting	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Power Distribution, 4 - 20 Amp, 2 - 15 Amp Circuits	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Light Switch Outfit	1	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Hybrid Generator, 20kw, includes emission surcharges	1	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00
Transcube, 251 gallon fuel cube	2	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
Fire and Safety Package	2	\$ 125.00	\$ 250.00	\$ 250.00	\$ 187.50	\$ 187.50	\$ 250.00
Storage Container	1	\$ 283.12	\$ 283.12	\$ 283.12	\$ 400.00	\$ 400.00	\$ 400.00
Machinery to Move Container	1	\$ 1,051.88	\$ 1,051.88	\$ -	\$ -	\$ -	\$ -
Wall Replacement	1	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -
Emergency Wall Add On	1	\$ 187.50	\$ 187.50	\$ 187.50	\$ 187.50	\$ 187.50	\$ 187.50
Diesel Fuel (Refills) 1st Month	1	\$ 5,498.59	\$ 5,498.59	\$ 5,498.59	\$ -	\$ -	\$ -
Diesel Fuel (Refills) Estimate Future Months	1	\$ -	\$ -	\$ -	\$ 8,040.00	\$ 8,040.00	\$ 8,040.00
14" x 16" Base Plates	95	\$ 4.25	\$ 403.75	\$ 403.75	\$ 403.75	\$ 403.75	\$ 403.75
8' x 1.5" Drape Uprights	95	\$ 4.25	\$ 403.75	\$ 403.75	\$ 403.75	\$ 403.75	\$ 403.75
3'-5' Telescoping Crossbars	60	\$ 4.25	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00
6'-10' Telescoping Crossbars	89	\$ 4.25	\$ 378.25	\$ 378.25	\$ 378.25	\$ 378.25	\$ 378.25
8' x 4' Banjo Drape (5 on Family / 3 on Singles)	219	\$ 4.25	\$ 930.75	\$ 930.75	\$ 930.75	\$ 930.75	\$ 465.38
<b>Equipment Subtotal</b>			<b>\$ 36,218.59</b>	<b>\$ 36,218.59</b>	<b>\$ 34,156.00</b>	<b>\$ 34,156.00</b>	<b>\$ 36,209.63</b>
<b>Install/Removal Services</b>							
Transportation	1	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
Storage Container Delivery	1	\$ 233.58	\$ 233.58	\$ 233.58	\$ -	\$ -	\$ 330.00
Additional Delivery for Wall	1	\$ 165.00	\$ 165.00	\$ 165.00	\$ -	\$ -	\$ -
Materials & Consumables	1	\$ 730.00	\$ 730.00	\$ 730.00	\$ -	\$ -	\$ -
Foreman, per person per hour	16	\$ 95.00	\$ 1,520.00	\$ 1,520.00	\$ -	\$ -	\$ 1,064.00
Experienced Helper, per person per hour	80	\$ 65.00	\$ 5,200.00	\$ 5,200.00	\$ -	\$ -	\$ 3,640.00
Electrician, per person per hour, estimate	0	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ -
Machinery (rough estimate)	1	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
Main Bussing Fee (TBD)	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -
Tent Bonding Fee	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ -

1	\$	-	\$	-	\$	-	\$	-
1	\$	-	\$	-	\$	-	\$	-
1	\$	320.00	\$	320.00	\$	-	\$	-
1	\$	100.00	\$	100.00	\$	-	\$	100.00
4	\$	95.00	\$	380.00	\$	-	\$	285.00
8	\$	65.00	\$	520.00	\$	-	\$	390.00
				<b>\$ 13,068.58</b>		<b>\$</b>		<b>\$ 9,409.00</b>
				<b>\$ 49,287.17</b>		<b>\$ 34,156.00</b>		<b>\$ 45,618.63</b>
				<b>\$ 4,978.00</b>		<b>\$ 3,449.76</b>		<b>\$ 4,607.48</b>
				<b>\$ 54,265.17</b>		<b>\$ 37,605.76</b>		<b>\$ 50,226.11</b>

- \* Pricing is estimated, depends on site visit and exact specifications from Customer
- \* Quote is valid for 30 days from 2.5.2024
- \* Bi-Weekly Maintenance Checks to be Invoiced out Separately
- \* Estimate for refueling diesel heater \$2400 per month
- \* Estimate for refueling Hybrid generator \$1100 per month

DS - DS  
PMM FF

41' x 74' Tent Structure  
Divided into 2 spaces:  
41' x 33'  
41' x 44'



DS  
PMM  
DS

Date: 2/9/2024  
Project: Riverton Church  
Owner: Pete Mayer  
Designer: Phil Heidt







## AGREEMENT FOR CONTRACT SERVICES

### Exhibit C: Contract Coding

Item #	Description (30 characters)	GL Key	GL Object	JL Key	JL Object	Amount (\$)
1	Tent Installation	GF000510	541007	12301001	5000000	14,388.51
2	1 <sup>st</sup> 28-Day Period Rental					39,876.67
3	2 <sup>nd</sup> – 5 <sup>th</sup> 28-Day Period Rental					150,423.04
4	Final 28-Day Period Rental					39,866.80
5	Tent Removal					10,359.31
6	Diesel Refueling					15,854.40
7	Generator Refueling					7,266.60
8	Maintenance Checks					6,000.00
<b>Total:</b>						<b>\$284,035.33</b>

**Notes:**

- Contractor shall be paid via check mailed by United States Postal Service
- Contractor shall be paid only upon issuance of written invoice(s) to the City
- Verification of work shall be provided by Innovative Impact Strategies





## **INFORMATIONAL MEMORANDUM**

**TO: Mayor McLeod  
Finance and Governance Committee**

**FROM: Brandon Miles  
Director of Strategic Initiatives & Government Affairs**

**BY: Cheryl Thompson  
Executive Coordinator**

**DATE: November 18, 2024**

**SUBJECT: 2025-2026 Contract for Federal Government Affairs Services**

### **ISSUE**

The City would like to contract with CFM Advocates for Federal Government Affairs Services for 2025-2026.

### **BACKGROUND**

The City previously contracted with Summit Strategies for Federal representation and legislative services. The contract with Summit Strategies was terminated in April 2024, and the City conducted a Request for Proposals for Federal Lobbying Services which closed on October 15, 2024.

### **DISCUSSION**

CFM Advocates submitted a proposal for federal lobbying services for 2025-2026. After meeting with the top two proposing firms, the City has opted to pursue an agreement with CFM Advocates. The CFM Federal Team consists of six full-time lobbyists and two administrative support staff. Each lobbyist brings a unique set of relationships and experience working with Congress and the federal government. At least one Partner will serve as the primary point person and work with other dedicated staff members to provide services to Tukwila. They specialize in representing municipal governments in the Pacific Northwest.

Beginning in January CFM Advocates will visit the City of Tukwila to learn what the City hopes to accomplish in Washington, D.C. They will conduct interviews with Tukwila's elected officials and/or staff to become familiar with the City's federal priorities. CFM will monitor federal policy legislation, inform City officials of issues that may hinder or advance Tukwila goals, provide guidance and assistance regarding federal funding opportunities and identify key officials and contacts for City staff.

The draft contract provides these services at a monthly flat rate of \$6,000 per month, not to exceed \$72,000 per year without written authorization from the City.

**RECOMMENDATION**

The Committee is being asked to move this contract forward to the December 9, 2024, Committee of the Whole and the December 16, 2024, consent agenda.

**ATTACHMENTS**

Draft 2025-2026 Contract for Federal Government Affairs Services



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and CFM Advocates, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Federal government affairs services.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing on January 1, 2025, and ending December 31, 2026, unless sooner terminated under the provisions hereinafter specified.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$72,000 per calendar year at a rate of \$6,000 per month without express written modification of the Agreement signed by the City.
  - B. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - C. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant’s endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.

7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

8. **Insurance.** The Consultant 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 Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant 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 Amounts and Scope of Insurance.** Consultant 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- 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 Consultant'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 Consultant's insurance and shall not be contributed or combined 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.** Consultant 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 Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant 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 the Consultant nor any employee of the Consultant 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 for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** Contractor, 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.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. 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. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.



16. **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.

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

Brandon Miles  
Director of Strategic Initiatives and Government Relations  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

CFM Advocates  
Washington State Office  
1220 Main Street  
Vancouver, WA 98660

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUKWILA

CFM Advocates

\_\_\_\_\_  
Thomas McLeod, Mayor

\_\_\_\_\_  
David Hodges, Partner

Attest/Authenticated:

\_\_\_\_\_  
Andy Youn, City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney's Office



## Exhibit A

### Scope of Work CFM Advocates

1. Scope of Work: CFM Advocates will provide federal representation, strategic advice, and lobbying services for the City of Tukwila related to securing federal authorization and funding for key projects identified by the City and/or advising the City about matters associated with implementation of federal statutes, rules or regulations that could adversely affect the City's ability to deliver services to its residents. CFM Advocates will also work with City officials, City staff, the Washington Congressional delegation, key Congressional Committees, and Administration officials to build upon previous work done by the City and to take advantage of new programs initiated by the current Administration.

CFM Advocates' work on behalf of the City in 2025-2026 will primarily be focused on representing the City's interests on the following initiatives:

- A. Advising the City about opportunities to secure federal funding for major Transportation projects identified by the City, including but not limited to:
  - BNSF Intermodal Alternative Access Project;
  - Strander Blvd Extension Project;
  - Sidewalk improvements; and
  - Boeing Access Road Light Rail Station (Sound Transit project, but Sound Transit may need Federal funds).
- B. Monitoring federal tax proposals and entitlement reforms which are considered by Congress, keeping City officials informed about policy proposals which could shift safety net expenses from the federal government to local government, and sharing City responses with the Washington Congressional delegation.
- C. Monitoring federal grant opportunities that align with city priorities, particularly around affordable housing, informing the City about these opportunities and the deadlines associated with them, and advising the City on the applications.
- D. Representing the City's interests in terms of the BNSF intermodal rail yard in Tukwila, keeping them informed about developments that may be adverse to the City's interests.
- E. Monitoring Congressional implementation of the Infrastructure Investment and Jobs Act (IIJA) and advising the City about discretionary funding Notices of Funding Opportunity (NOFOs) associated with implementation of the IIJA. CFM will also advocate for the extension of these critical infrastructure programs in Congress.
- F. Monitoring and advising on Congressional efforts at immigration reform and funding to assist cities.

CFM Advocates' work will primarily be focused on the interests outlined above, but in terms of overall federal policy, CFM Advocates will continue to generally monitor legislation being considered by Congress and will inform City officials about legislative proposals that will either advance or hinder Tukwila's efforts to achieve its primary goals and priorities. Included within this general monitoring will be possible Congressional action governing telecommunications and local control over franchising, environmental, energy conservation, affordable housing, emergency responders, water policy bills, and general authorizations that would affect the work of the U.S. Army Corps of Engineers, the Environmental Protection Agency, FEMA or the U.S. Department of Homeland Security.

On matters of appropriations, Congress reinstated Congressionally Directed Spending (CDS) (formerly called earmarks) in FY22 appropriation bills and has continued the CDS funding through the pending FY25 round. CFM Advocates expects both the Republican controlled Senate and House of Representatives to continue supporting CDS spending in the FY26 appropriation bills. CFM Advocates encourages the City of Tukwila to identify three or four priority CDS project requests that can be submitted to your Congressional delegation by early spring of 2025 to be included in the FY26 appropriation bills.

CFM also provides grant writing services as part of our retainer-based contract. Due to the time intensive nature of many of the new grant programs created under the Bipartisan Infrastructure Law, CFM provides its grant writing services to our retainer clients for an additional fee of \$12,000 for drafting each grant narrative that is expected to exceed 10 pages in length. CFM will work with the City of Tukwila's leadership team to determine when this fee would be appropriate.

Projects and priorities can be re-evaluated in the course of the year as Congressional and City priorities and agendas change and new opportunities to enhance federal financial support for City projects are presented. CFM Advocates will meet with City officials as requested by the City.

2. Specific Services: CFM Advocates will be responsible for the following:

- Inform the City of key timelines for proposed responses to federal notices of funding availability that the City may want to consider
- Advise the City about key federal officials and contacts that the City should meet with to advance its federal goals
- Periodically brief appropriate congressional and federal officials about Tukwila's priorities identified in the above Scope of Work
- Advise City of key dates in the congressional and administrative calendar that impact its goals
- Work to maintain a strong Tukwila relationship and support for Tukwila's goals with all key members of the Washington congressional delegation
- Advise City of new regulations, programs, or proposed legislation that relate to those areas of focus outlined in the above Scope of Work

- Specifically monitor, analyze, report on, and make recommendations for initiatives and project requests for major reauthorization of legislation, and the annual appropriations bills
- Continue to work with and advise the City about strategies associated with the BNSF intermodal rail yard and federal policies affecting its operation
- Coordinate one set of meetings in Washington, D.C. for City officials, scheduling meetings with Congressional and administration officials and attend those meeting with City officials.

## **Exhibit B**

### Terms of Payment

CFM Advocates will invoice the City for the work completed at the rate of \$6,000 per month inclusive of expenses. Invoices will be paid within twenty (20) days of receipt. Pre-authorization for travel expenses or other extraordinary expenses that might be incurred during this representation must be authorized by the City in writing prior to presentation for reimbursement by the City.