



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

- ◆ Jovita McConnell, Chair
- ◆ De'Sean Quinn
- ◆ Hannah Hedrick

<b>Distribution:</b> J. McConnell D. Quinn H. Hedrick	Mayor McLeod M. Wine A. Youn L. Humphrey
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# AGENDA

**MONDAY, DECEMBER 9, 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: 936039108#</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 Renewals: Sound Mental Health Co-Responder Program. <i>Eric Drever, Chief of Police</i>	a. Forward to 12/09 Special Meeting Consent Agenda.	<b>Pg.1</b>
b. Contract Approval: Crystal Springs Park Lighting Replacement. <i>Matthew Austin, Parks Maintenance Supervisor; David Rosen, Parks &amp; Recreation Fiscal Analyst</i>	b. Forward to 12/09 Special Meeting Consent Agenda.	<b>Pg.25</b>
c. Contract Approval: Joseph Foster Memorial Park Restroom Replacement. <i>Matthew Austin, Parks Maintenance Supervisor; Shawn Christie, Internal Operations Manager</i>	c. Forward to 12/16 Regular Meeting Consent Agenda.	<b>Pg.41</b>
d. Contract Amendment: King County Veterans, Seniors, and Human Services Levy (VSHSL). <i>David Rosen, Parks &amp; Recreation Fiscal Analyst</i>	d. Forward to 12/16 Regular Meeting Consent Agenda.	<b>Pg.57</b>
e. 2025-2026 Human Services Update. <i>Stacy Hansen, Human Services Program Coordinator</i>	e. Discussion Only	<b>Pg.65</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: Community Services and Safety Committee**

**FROM: Police Chief Eric Drever**

**BY: Phi Huynh, Executive Administrator**

**CC: Thomas McLeod**

**DATE: November 22, 2024**

**SUBJECT: Amendment to Sound Health Contracts (#23-097 & #23-098) For Mental Health Professional Co-Responder Program**

### **ISSUE**

The Tukwila Police Department is seeking committee approval to authorize the Mayor to sign the amendments to contract #23-097 and contract #23-098 for our Sound Health co-responders from January 1, 2025 - December 31, 2025

### **BACKGROUND**

In accordance with the City's goals of a High-Performing & Effective Organization and a Positive Community Identity & Image for all Tukwila community members, the Police Department recognized that there was a need for collaboration of services when it comes to mental health and chemical addiction issues within the City of Tukwila. Our objective was to reduce the number of mentally ill and chemically dependent interventions that requires jail and hospitalizations. We also recognized the need for diversion of mentally ill and chemically dependent youth and adults from entering the criminal justice system. Co-responder programs throughout the nation have been effective in reducing the number of people entering the criminal justice system, while providing appropriate resources for their illness. The department needs to provide services that provide the appropriate high-quality services for our community members.

### **DISCUSSION**

The Tukwila Police Department co-responder program is a collaborative approach designed to address the City of Tukwila's desire to ensure Tukwila's mentally ill and chemically-dependent community members have access to community treatment in lieu of incarceration for non-violent misdemeanor offenses, where the individual is identified by officers and confirmed by a co-responder to be demonstrating behaviors symptomatic of a mental disorder and/ or co-occurring disorder (combining mental health behavioral disorders with substance use disorders). The program accomplishes this goal by: 1) embedding mental health professionals (aka co-responders) within the police department who respond to calls when officers ask for professional (consultative) assistance by the MHP's; 2) working with and educating officers in traditional methods employed by mental health professionals to de-escalate individuals demonstrating behavioral health concerns as well as assist in providing support to identify symptoms stemming from mental illness versus chemically altered behaviors; 3) ensuring appropriate community services are accessed to facilitate diversion, including community after-care services are available to individuals diverted from incarceration.

The program was first implemented as a pilot program in 2021 and has proven to be a great asset for both the Police Department and the community. The Police Department and Sound Health had since re-evaluated the program for funding and continuation of the program and had

decided to move forward with contracts for two co-responders. Currently, both co-responders' contracts (#23-097 and #23-098) are good through December 31, 2024.

To ensure coverage for every day of the week, the first co-responder works from Wednesday thru Saturday 12pm to 10pm while the second co-responder works from Sunday thru Wednesday from 12pm to 10pm.

### **FINANCIAL IMPACT**

The total cost for both contracts is \$204,000 per year. The Police Department will be utilizing Opioid Relief Settlement funds to fund the Co-Responder Program through December 31, 2025. The State Attorney General's office has forecasted that Tukwila's share of these funds will cover the program but if the AG's forecast is short of reality, the Police Department will seek other external funding and/or use Seizure Funds.

### **RECOMMENDATION**

The Police Department would like to request the Committee to approve the Mayor to sign the renewals of contract #23-097 and contract #23-098 and forward to the December 9, 2024 Consent Agenda. These renewals have been reviewed by Legal on 12/3/24.

### **ATTACHMENTS**

Tukwila Police Department/Sound Health contract #23-097  
Tukwila Police Department/Sound Health contract #23-098  
Amendment #1 - Renewal for contract #23-097  
Amendment #1- Renewal for contract #23-098  
Amendment #2 – Renewal for contract #23-098





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 23-097

Council Approval 5/15/23

### 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 Sound (f/k/a Sound Mental Health), hereinafter referred to as “the Contractor,” whose principal office is located at 6400 Southcenter Blvd, Tukwila, WA 98188.

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

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

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

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 B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$102,000.
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 is in full force and effect commencing on January 1, 2023 and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers 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 either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating 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 following address:

6400 Southcenter Blvd  
Tukwila WA 98188

**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 31st day of May, 2023.

CITY OF TUKWILA

CONTRACTOR

DS  
ED

DocuSigned by:  
*Allan Ekberg*  
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DocuSigned by:  
*Katrina Egner*  
A66A4C1BE87A48D

Allan Ekberg, Mayor 5/31/2023 | 3:46 PM PDT

By: \_\_\_\_\_  
Printed Name and Title: Katrina Egner  
Interim CEO

Address: 6400 Southcenter Blvd

Tukwila, WA 98188

ATTEST/AUTHENTICATED:

DocuSigned by:  
*Christy O'Flaherty*  
88678483CB594E7...

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

DocuSigned by:  
*Kari L. Sand*  
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Office of the City Attorney

## City of Tukwila / Sound

### **Exhibit A – Scope of Work**

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as “CoResponder”, to assist Tukwila Police Department (“TPD”) officers.

The Contractor shall provide a CoResponder Wednesday through Saturday from 12pm-10pm to ride along with TPD officers.

Sound CoResponder will accompany assigned TPD Officer to dispatched calls. The intent will be to respond to the following types / nature of calls;

- Intoxication
- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
- Domestic Violence
- Integrated Child Welfare

It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.
- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.
- Conduct In-field Assessments:
  - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
  - CoResponder will conduct an initial assessment including a safety evaluation.

- CoResponder will collaborate with the officer and coordinate a resolution and defer any legal decisions to the officer.
- CoResponder will provide a follow up plan as needed.
- CoResponder will insure that all documentation is completed daily.
- Resolution:
  - Should a referral/drop-off to a facility (voluntary or involuntary) be deemed warranted, the following shall occur:
    - CoResponder is to contact identified facility to conduct a warm hand-off, speak to staff directly upon arrival.
    - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
    - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
  - Safety Plan:
    - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
  - CoResponder's use of a Custody Authorization:
    - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
  - In the event a CoResponder is expected to be off shift before the investigation can be concluded they will coordinate with the drop off/referral facility to establish appropriate coordination of care and document the identified Social Worker and clinician.
    - CoResponder will submit additional documentation of contact in a Word document that will later be provided to an officer. The officer will enter the document into the TPD's record keeping system (Spillman).
    - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.
- CoResonder Detaining in the Field:
  - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
    - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

- It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
  - In the event a CoResponder is expected to be off shift before the conclusion of a mental health detention the CoResponder will coordinate with the facility and MOCT to establish appropriate coordination of care. Document the identified Social Worker and Crisis Team clinician and the CoResponder will submit additional documentation of contact in Spillman.
- TPD Officers may request follow ups for CoResponders.
    - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
    - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
    - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

## **Exhibit B- Compensation and Method of Payment**

- 1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of \$102,000 per year ending on December 31, 2024.**
- 2. The Contractor shall invoice the city by the 10<sup>th</sup> day of each month following the month of service.**
- 3. The Contractor and the City agree to conduct a mid-contract review to occur approximately January 2024 to evaluate filings and compensation.**





**CONTRACT FOR SERVICES**

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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 B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$102,000.
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 is in full force and effect commencing April 24, 2023 and ending December 31, 2023, 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.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers 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 either party.

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.
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    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.
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- 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.
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- 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, WA 98188

Notices to the Contractor shall be sent to the following address:

Sound Health  
6400 Southcenter Blvd  
Tukwila WA 98188

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 31st day of May, 2023.

CITY OF TUKWILA

CONTRACTOR

DS  
ED

DocuSigned by:  
*Allan Ekberg*  
1F89FE09132B402...

Allan Ekberg, Mayor 5/31/2023 | 3:51 PM PDT

DocuSigned by:  
*Katrina Egner*  
A66A4C1BE87A48D...

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

Printed Name and Title: Katrina Egner  
Interim CEO

Address: 6400 Southcenter Blvd

Tukwila WA 98188

ATTEST/AUTHENTICATED:

DocuSigned by:  
*Christy O'Flaherty*  
88678483CB594E7...

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

DocuSigned by:  
*Kari L. Sand*  
5E499CA4165E452...

Office of the City Attorney

## City of Tukwila / Sound

### **Exhibit A – Scope of Work**

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as “CoResponder”, to assist Tukwila Police Department (“TPD”) officers.

The Contractor shall provide a CoResponder Sunday through Wednesday from 12pm-10pm to ride along with TPD officers.

Sound CoResponder will accompany assigned TPD Officer to dispatched calls. The intent will be to respond to the following types / nature of calls;

- Intoxication
- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
- Domestic Violence
- Integrated Child Welfare

It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.
- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.
- Conduct In-field Assessments:
  - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
  - CoResponder will conduct an initial assessment including a safety evaluation.

- CoResponder will collaborate with the officer and coordinate a resolution and defer any legal decisions to the officer.
- CoResponder will provide a follow up plan as needed.
- CoResponder will insure that all documentation is completed daily.
- Resolution:
  - Should a referral/drop-off to a facility (voluntary or involuntary) be deemed warranted, the following shall occur:
    - CoResponder is to contact identified facility to conduct a warm hand-off, speak to staff directly upon arrival.
    - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
    - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
  - Safety Plan:
    - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
  - CoResponder's use of a Custody Authorization:
    - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
  - In the event a CoResponder is expected to be off shift before the investigation can be concluded they will coordinate with the drop off/referral facility to establish appropriate coordination of care and document the identified Social Worker and clinician.
    - CoResponder will submit additional documentation of contact in a Word document that will later be provided to an officer. The officer will enter the document into the TPD's record keeping system (Spillman).
    - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.
- CoResonder Detaining in the Field:
  - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
    - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

- It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
  - In the event a CoResponder is expected to be off shift before the conclusion of a mental health detention the CoResponder will coordinate with the facility and MOCT to establish appropriate coordination of care. Document the identified Social Worker and Crisis Team clinician and the CoResponder will submit additional documentation of contact in Spillman.
- TPD Officers may request follow ups for CoResponders.
    - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
    - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
    - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

**Exhibit B- Compensation and Method of Payment**

- 1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a prorated amount from April 24, 2023 to December 31, 2023, based on the full year contract rate of \$102,000 per year for 2023.**
  
- 2. The Contractor shall invoice the city by the 10<sup>th</sup> day of each month following the month of service.**





# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

## CONTRACT FOR SERVICES

### Amendment #1

#### Between the City of Tukwila and Sound

That portion of Contract No. 23-097 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

#### **Section 4: Duration of agreement:**

This agreement is in full force and effect commencing January 1, 2025 and ending December 31, 2025, unless sooner terminated under the provisions herein after specified.

#### **Exhibit B: Compensation and Method of Payment:**

1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of \$102,000 per year ending on December 31, 2025.
2. The Contractor shall invoice the City by the 10<sup>th</sup> day of each month following the month of service.
3. The Contractor and City Agree to conduct a mid-contract review to occur approximately May 2025 to evaluate filings and compensation.

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

Dated this December day of \_\_\_\_\_, 2024.



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

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

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

CITY OF TUKWILA

CONTRACTOR:

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

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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

DRAFT



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 23-098a

Council Approval 8/19/24

## CONTRACT FOR SERVICES

### Amendment #1

### Between the City of Tukwila and Sound

That portion of Contract No. 23-098 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

#### **Section 4: Duration of agreement:**

This agreement is in full force and effect commencing January 1, 2024 and ending December 31, 2024, unless sooner terminated under the provisions herein after specified.

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


Dated this 30th day of August, 2024

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

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

CITY OF TUKWILA

CONTRACTOR:

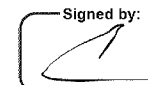
Signed by:  
  
Thomas McLeod, Mayor  
8EE24380545B44C...

By: 

Printed Name: Katrina Egner

ATTEST/AUTHENTICATED:

Title: President & CEO

Signed by:  
  
Andy Youn, City Clerk  
3D04AB9746FA4E8...

APPROVED AS TO FORM:

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



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

## CONTRACT FOR SERVICES

### Amendment #2

#### Between the City of Tukwila and Sound

That portion of Contract No. 23-098 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

#### **Section 4: Duration of agreement:**

This agreement is in full force and effect commencing January 1, 2025 and ending December 31, 2025, unless sooner terminated under the provisions herein after specified.

#### **Exhibit B: Compensation and Method of Payment:**

1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of \$102,000 per year ending on December 31, 2025.
2. The Contractor shall invoice the City by the 10<sup>th</sup> day of each month following the month of service.
3. The Contractor and City Agree to conduct a mid-contract review to occur approximately May 2025 to evaluate filings and compensation.

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

Dated this December day of \_\_\_\_\_, 2024.



# City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

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

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

CITY OF TUKWILA

CONTRACTOR:

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

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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

DRAFT





## **INFORMATIONAL MEMORANDUM**

**TO: Community Services & Safety Committee**

**FROM: Matthew Austin, Parks Maintenance & Operations Superintendent**

**BY: David Rosen, Parks & Recreation Analyst**

**DATE: November 20, 2024**

**SUBJECT: Contract Approval: Crystal Springs Park Lighting Replacement**

### **ISSUE**

City staff are seeking to execute a contract for rehabilitation of lighting located at Crystal Springs Park, said contract is in an amount that requires Council approval before mayoral execution.

### **BACKGROUND**

In mid-2023, the Tukwila Parks and Recreation Department applied for and was awarded \$100,000 under the Washington State Recreation & Conservation Office’s Local Parks Maintenance (LPM) program. The award was given for the proposed Crystal Springs Park Lighting Replacement Project, which would see lighting in upper Crystal Springs Park replaced and/or rehabilitated to working condition, improving park safety, visibility, and satisfying Crime Prevention Through Environmental Design (CPTED) concepts. To date, the city is nearing completion of required cultural resource surveys, which utilized \$24,000 of the grant award in State Fiscal Year 2024 (Ended June 30, 2024).

### **DISCUSSION**

Completion of the proposed project will see the rehabilitation of sixteen (16) fixtures within the upper section of Crystal Springs Park, including six (6) luminaires in the sport court area and ten (10) lighting poles throughout the parking lot and trail area. Replacements include more efficient lighting circuitry and fixtures. These new fixtures are estimated to save 25,973 kWh annually, equivalent to 11.3 metric tons of Carbon Dioxide (CO<sub>2</sub>) emissions or the consumption of 1,276 gallons of gas. Additionally, annual energy cost savings from this project are estimated to be \$2,597.34.

### **FINANCIAL IMPACT**

Approval of this contract encumbers expenses totaling \$79,232.15 in the Parks Maintenance Department’s General Fund Budget. \$76,000 of these expenses will be reimbursed by the LPM Grant via Contract 24-122, and the remaining \$3,232.15 will be reimbursed by the Land Acquisition, Recreation, and Park Development Fund (301). Approval of this contract creates no net general fund inflows or outflows.

### **RECOMMENDATION**

Staff recommend the committee forward this proposed contract to the December 9<sup>th</sup> Special Meeting Consent Agenda for final approval.

### **ATTACHMENTS**

- A --- Proposed Contract for Services & Exhibits
- B --- Annotated Crystal Springs Park Electrical Site Plan
- C --- Contract 24-122: SFY25 Local Parks Maintenance Grant (Summary, Scope, & Milestones)







## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and **LED Trail, INC.**, hereinafter referred to as "the Contractor," whose principal office is located at **3479 NW Yeon Ave, Portland, OR 97210.**

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

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

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

- Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$79,232.15** at a rate **detailed in Exhibit A.**
- Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing **December 13<sup>th</sup>, 2024**, and ending **June 30<sup>th</sup>, 2025**, unless sooner terminated under the provisions hereinafter specified.
- Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

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

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating 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 November, 2024.

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

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

CITY OF TUKWILA

CONTRACTOR:

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

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

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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

# Exhibit A

Crystal Springs Park



Location	EXISTING LIGHTING		PROPOSED LIGHTING		Description	Qty of Fixtures	Watts per Fixture	Operating Hours	Existing kWh Annual	Proposed kWh Annual	Saving kWh Annual	Annual Cost Savings
	Qty of Fixtures	Watts per Fixture	Qty of Fixtures	Watts per Fixture								
Sports court Lighting		400 Watt Metal Halide flood	13	465	Astoria 43150 w/ tenon 4K	13	150	4380	26,477	8,541	17,936	\$ 1,793.61
Parking lot		250 Watt Metal halide	3	295	Astoria 43100 w/ tenon 4K	3	100	4380	3,876	1,314	2,562	\$ 256.23
Path lights		150 W HPS	10	195	LED Trail LTR -S-G12C-70WBT3DA1-abcddef 70 watt shoebox style 3K	10	70	4380	8,541	3,066	5,475	\$ 547.50
New Poles		replace wooden poles	13	0	Energy Light Inc 547112 20 ft square steel pole 4 inches wide w/ Tenon	13	0	0	-	-	-	\$ -
Labor pole installation			0	0	remove old wooden poles and dispose , remove old concrete foundation and re pour new pole support foundations as required Min 3 ft depth	13	0	0	-	-	-	\$ -
Time delay relays		remove existing	2	0	Macromatic 23NV42 SPDT time setting variable up to several hours	2	0	0	-	-	-	\$ -
Control system for court lighting		remove existing Push button	0	0	Momentary Mushroom Push button wet location Dayton 30G358 Non metallic	2	0	0	-	-	-	\$ -
Control system for court lighting		photozell and SPDT relay	0	0	Photocell 120V activated SPDT relay Dayton 40A 5Z542 /precision SPST Photocel	1	0	0	-	-	-	\$ -
SAVINGS FROM LOWERING ENERGY USE											\$ 2,597.34	
TOTAL ANNUAL SAVINGS											\$ 4,285.61	
Sales Tax											\$ 7,333.65	
Total cost of products											\$ 53,673.50	
Installation, shipping, fees, tax, etc.											\$ 18,225.00	
Subtotal											\$ 79,232.15	
Utility Incentives*											\$ -	
Total Project Costs											\$ 79,232.15	
The following kWh rate was used in calculating the ROI.												
Enter Rate Here ----->>>											\$0.100	
Proposal is for LED lights proposed only and is valid for 30 days from September 13, 2024. Proposed LED lamps have zero UV emissions, are mercury free, and almost 100% recyclable. * Rebates determined by local incentive program and is subject to their verification. Current fixtures estimated based on information provided by customer. All lighting fixtures have 5 years warranty. Bulbs and down lights have 3 years warranty. This proposal is based on initial information gathered and subject to change. Installation cost assumes all power and wiring and junction box is available to the fixture by customer at installation point. No other electrical work including but not limited to wiring, cabling, conduit or other type of labor or material are included. Costs outlined in this proposal are for proposed lighting only. No cancellations. LED Trail does not provide installation services, which are performed by licensed electrical contractors. Terms of Sale are outlined at LED Trail's website: <a href="http://ledtrail.com/documents/LEDTrail_Terms_1314.pdf">http://ledtrail.com/documents/LEDTrail_Terms_1314.pdf</a> . LED Trail's Terms and as set forth at length herein. Conditions of Sale are incorporated into and form a part of this Agreement												

5.99% \$0 down financing** estimated payments:			
36 months	48 months	60 months	
\$ 2,410.04	\$ 1,860.40	\$ 1,531.41	

Customer Acceptance Signature: \_\_\_\_\_

By (Name): \_\_\_\_\_

Date: \_\_\_\_\_

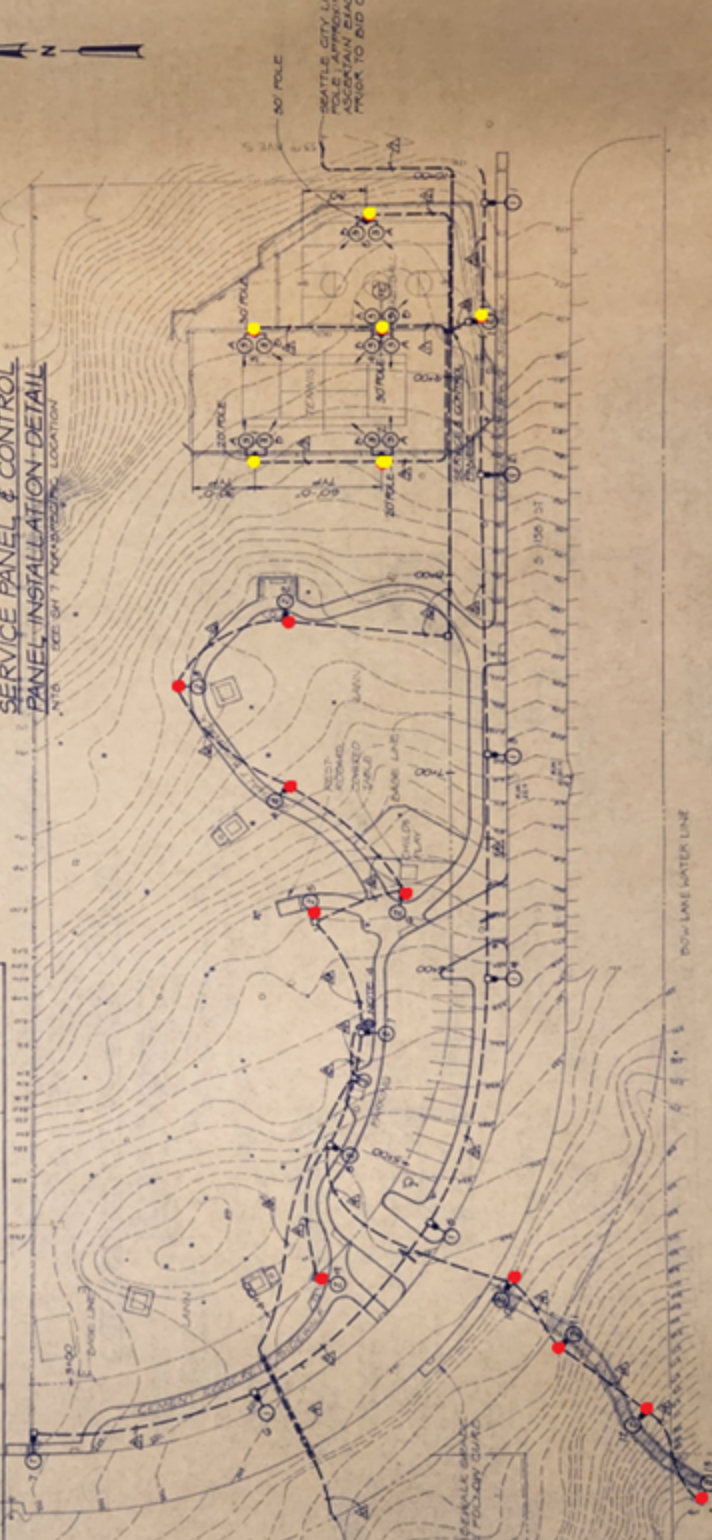
\*\*Finance offer: OAC Led Trail Company is neither a broker nor a lender. Financing is provided by third-party lenders unaffiliated with Led Trail Company, under terms and conditions arranged directly between the customer and such lender, all subject to credit requirements and satisfactory completion of finance documents. Any finance terms advertised are estimates only. Led Trail Company, does not assist with, counsel or negotiate financing, other than providing customers an introduction to lenders interested in financing Led Trail Company, customers.

LEAD



20' L VAC

LUMINAIRE NO.	APPROXIMATE POLE LOCATION (SEE NOTE 1)	WIRING SCHEDULE	REMARKS
1	STA #+22, 15' R	4 # 10, # 006	BASKETBALL LITS
2	STA 0+200, 30' R	3 # 10, # 006	TENNIS COURT LIGHTS
3	STA 1+07, 3' R	4 # 10, # 006	TENNIS LITS
4	STA 1+78, 200' R	4 # 10, # 006	BASKETBALL LITS
5	STA 4+78, 200' R	4 # 10, # 006	TENNIS LITS
6	STA 8+78, 200' R	4 # 10, # 006	TENNIS LITS
7	STA 12+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
8	STA 16+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
9	STA 20+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
10	STA 24+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
11	STA 28+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
12	STA 32+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
13	STA 36+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
14	STA 40+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
15	STA 44+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
16	STA 48+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
17	STA 52+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
18	STA 56+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
19	STA 60+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
20	STA 64+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
21	STA 68+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
22	STA 72+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
23	STA 76+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
24	STA 80+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
25	STA 84+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
26	STA 88+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
27	STA 92+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
28	STA 96+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
29	STA 100+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
30	STA 104+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
31	STA 108+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
32	STA 112+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
33	STA 116+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
34	STA 120+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
35	STA 124+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
36	STA 128+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
37	STA 132+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
38	STA 136+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
39	STA 140+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
40	STA 144+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
41	STA 148+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
42	STA 152+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
43	STA 156+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
44	STA 160+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
45	STA 164+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
46	STA 168+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
47	STA 172+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
48	STA 176+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
49	STA 180+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
50	STA 184+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
51	STA 188+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
52	STA 192+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
53	STA 196+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
54	STA 200+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
55	STA 204+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
56	STA 208+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
57	STA 212+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
58	STA 216+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
59	STA 220+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
60	STA 224+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
61	STA 228+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
62	STA 232+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
63	STA 236+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
64	STA 240+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
65	STA 244+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
66	STA 248+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
67	STA 252+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
68	STA 256+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
69	STA 260+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
70	STA 264+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
71	STA 268+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
72	STA 272+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
73	STA 276+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
74	STA 280+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
75	STA 284+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
76	STA 288+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
77	STA 292+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
78	STA 296+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
79	STA 300+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
80	STA 304+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
81	STA 308+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
82	STA 312+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
83	STA 316+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
84	STA 320+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
85	STA 324+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
86	STA 328+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
87	STA 332+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
88	STA 336+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
89	STA 340+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
90	STA 344+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
91	STA 348+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
92	STA 352+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
93	STA 356+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
94	STA 360+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
95	STA 364+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
96	STA 368+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
97	STA 372+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
98	STA 376+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
99	STA 380+78, 200' R	4 # 10, # 006	ADWAYWAY LITS
100	STA 384+78, 200' R	4 # 10, # 006	ADWAYWAY LITS



ELECTRICAL SITE PLAN  
1" = 50'



IN	SA
Issued For	Per
Checked	By
Drawn	By
Date	By
Proj No.	By

ELECTRICAL SITE PLAN

**consultants**

**PUBLIC WORKS DEPT.**  
"ENGINEERING" STREETS, WATER, SEWER, PARKS BUILDING.





## RCO Grant Agreement

**Project Sponsor:** Tukwila Parks & Recreation Department  
**Project Title:** Crystal Springs Park Lighting Replacement

**Project Number:** 24-2215M  
**Approval Date:** 06/30/2024

### PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) for the project identified above (Project) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and by and through the Tukwila Parks & Recreation Department (Sponsor, and primary Sponsor), 12424 - 42nd Ave S, Tukwila, WA 98168, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Sponsor attests that prior to and during the Period of Performance, its Authorized Representative(s)/Agent(s) identified on the original signed Applicant Resolution/Authorization has full authority to legally bind the Sponsor(s) regarding all matters related to the Project, including but not limited to, full authority to: (1) sign the grant application for grant assistance, (2) enter into this Agreement, including indemnification, (3) enter into amendments to this Agreement. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, a Sponsor may change its Authorized Representative/Agent only by providing the RCO written notice of the change and identifying the new designee authorized to sign as Authorized Representative/Agent. Unless and until such written notice is provided to RCO, RCO shall recognize only the person initially identified as the Authorized Representative/Agent.
- B. RCO reserves the right at any time to request, and Sponsor has the obligation to provide authorizations and documents that demonstrate any signatory to this Agreement or an amendment has the authority to legally bind the Sponsor.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

### PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a Local Parks Maintenance Program grant is made from the General Fund State Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

### DESCRIPTION OF PROJECT

The City of Tukwila Parks and Recreation Department will use this grant to replace nonfunctional lights in Crystal Springs Park. The City will replace underground wiring systems and purchase new light fixtures. The primary recreational activity supported by this project is maintenance of outdoor recreation sites.

### PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2024 (project start date) and ends on June 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO has the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date

### STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

### LONG-TERM OBLIGATIONS

For this maintenance project, the Sponsor's ongoing obligations for the project area shall be for the period of performance of this Agreement. For equipment purchased as part of the project, the Sponsor's ongoing obligation shall comply with the

Treatment of Equipment and Assets section and applicable RCO Manuals identified herein.

**PROJECT FUNDING AND REIMBURSEMENT PERIOD(S)**

The total grant award provided for this project shall not exceed \$76,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project.:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
<b>Office - Local Parks Mnt Single-Tier 2</b>	100.00%	\$76,000.00	State
<b>Total Project Cost</b>	100.00%	\$76,000.00	

If this Grant Agreement’s period of performance spans more than one state fiscal year (July 1st through June 30th), Sponsor’s work performed in each fiscal year shall be reimbursed only with the funds available in that fiscal year. RCO shall not be obligated to reimburse work performed in one single fiscal year with funds from another fiscal year.

Grant funds that are not expended through a reimbursement request in one fiscal year (unused funds) shall not be carried over to the next fiscal year, and Sponsor has no right to these funds in the next fiscal year. Sponsor shall forfeit unspent grant funds, which shall remain with RCO unless otherwise made available as part of an amended Agreement.

**RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

**AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement shall be effective unless set forth in writing and signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO’s director or designee and consented to in writing (including email) by the Sponsor’s Authorized Representative/Agent or Sponsor’s designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

**COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement, including any amendment thereto, is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purposes of this Agreement, the following RCO manuals are deemed applicable and are incorporated as terms of this Agreement:

- Local Parks Maintenance Grant - Manual 27
- Reimbursements - Manual 8

**SPECIAL CONDITIONS**

None

**SPECIAL CONDITIONS - CULTURAL RESOURCES**

None

**AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

**Sponsor Project Contact**

David Rosen  
Fiscal Analyst  
12424 42nd Ave S  
Tukwila, WA 98168  
david.rosen@tukwilawa.gov

**RCO Contact**

Hayley Dalgetty  
Outdoor Grants Manager  
PO Box 40917  
Olympia, WA 98504-0917  
hayley.dalgetty@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

**ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-2215, shall become effective and binding on the date signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed, and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

**Tukwila Parks & Recreation Department**

By: Thomas McLeod  
Thomas McLeod (Sep 18, 2024 10:21 PDT)

Date: Sep 18, 2024

Name (printed): Thomas McLeod

Title: Mayor

**State of Washington Recreation and Conservation Office**

By: Karl Jacobs  
Karl Jacobs (Sep 18, 2024 11:11 PDT)  
FOR Megan Duffy  
Director  
Recreation and Conservation Office

Date: Sep 18, 2024

Pre-approved as to form:

By: David B. Marchant  
Assistant Attorney General

Date: 10/26/2023

**Project Sponsor:** Tukwila Parks & Recreation Department  
**Project Title:** Crystal Springs Park Lighting Replacement

**Project Number:** 24-2215M  
**Approval Date:** 06/30/2024

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## **Eligible Scope Activities**

### **ELIGIBLE SCOPE ACTIVITIES**

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#### **Maintenance Metrics**

**Worksite #1, Crystal Springs Park**

**Recreational Facility Maintenance**

**Perform Recreational Facility Maintenance**

**Cultural Resources**

**Cultural resources**

**Project Management**

**Project Management**

**Permits**

**Obtain permits**

**Project Sponsor:** Tukwila Parks & Recreation Department  
**Project Title:** Crystal Springs Park Lighting Replacement

**Project Number:** 24-2215M  
**Approval Date:** 06/30/2024

## Project Milestones

**PROJECT MILESTONE REPORT**

Complete Milestone	Target Date	Comments/Description
Project Start	07/01/2024	
Permits Complete	07/15/2024	
Cultural Resources Documents	07/15/2024	Survey Submitted
Cultural Resources Complete	09/01/2024	Consultation Complete & Inadvertent Discovery Plan Submitted
RCO Notice to Proceed	09/10/2024	No ground disturbance allowed prior to Notice to Proceed
Progress Report Due	01/15/2025	
Annual Project Billing Due	01/31/2025	
Agreement End Date	06/30/2025	
Final Billing Due	07/31/2025	
Final Report Due	08/15/2025	





## **INFORMATIONAL MEMORANDUM**

**TO: Community Services & Safety Committee**

**FROM: Matthew Austin, Parks Maintenance & Operations Superintendent  
Shawn Christie, Public Works Internal Operations Manager**

**BY: David Rosen, Parks & Recreation Analyst**

**DATE: November 20, 2024**

**SUBJECT: Contract Approval: Joseph Foster Memorial Park Restroom Replacement**

### **ISSUE**

City staff have prepared a contract for construction of a replacement restroom facility at Joseph Foster Memorial Park. The project’s total cost is in an amount requiring council approval before the Mayor may sign the contract for execution.

### **BACKGROUND**

On the evening of July 4<sup>th</sup>, 2023, the restroom facility located at Joseph Foster Memorial Park (13919 53<sup>rd</sup> Ave S) burned down it what is believed to be an accident due to the nearby lighting/usage of fireworks. The structure was deemed a complete loss and subsequently fully demolished. Since then, Parks and Recreation and Public Works have been coordinating for replacement of the facility.

### **DISCUSSION**

Parks and Recreation and Public Works utilized a state-level master contract to select a its services contractor, CXT Inc., who will provide the restroom in the form of its pre-fabricated “Dakota” model in its “D4” configuration which has features including but not limited to: Three individual user flush restrooms (Two of which are ADA accessible), four-gallon water heater, interior and exterior lighting, and an ADA - accessible drinking fountain. The projected timeline for project completion is 110 – 150 days from order execution, providing for a June 2025 completion for the proposed project/contract.

### **FINANCIAL IMPACT**

Per the contract terms provided, the total cost of this project is estimated to be \$255,075.53. The funding sources for this project are as follows:

- \$65,000 - Net insurance payout from the Washington Cities Insurance Authority (WCIA)
- \$190,075.53 – Payment from Fund 301 fund balance utilizing Park Impact Fees, King County Parks Levy Funds, and other non-restricted monies

Therefore, approval of this contract does not create any net general fund inflows or outflows.

### **RECOMMENDATION**

Staff recommend the committee forward this contract for approval on the December 16<sup>th</sup> Regular Meeting Consent Agenda.

### **ATTACHMENTS**

- A --- Proposed Contract for Services & Exhibits
- B --- Picture Example of “Dakota” Bathroom Installation
- C --- “Dakota” Installation Building Elevations & Floor Plan







**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 **CXT, Inc.**, hereinafter referred to as “the Contractor,” whose principal office is located at **606 N. Pines Road Suite 202, Spokane Valley, WA 99206.**

**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 B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$255,075.53** at a rate **described in Exhibits A & B (\$33,776.30 for installation of utility/building foundation + \$221,299.23 for installation of building itself).**
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 **December 9<sup>th</sup>, 2024**, and ending **July 31, 2025**, 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 3<sup>rd</sup> day of December, 2024.

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

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

CITY OF TUKWILA

CONTRACTOR:

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

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

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

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

ATTEST/AUTHENTICATED:

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

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

APPROVED AS TO FORM:

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



## Exhibit A/B



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

**Remitting by check:**

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

**Remitting by ACH or wire transfer:**

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-

by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

\*\*Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

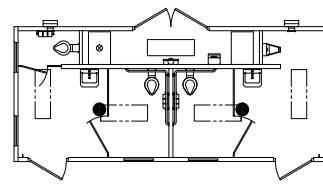
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.



# DAKOTA – 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



**CXT**  
800.696.5766  
cxtinc.com

		Price Per Unit	
Base Price		\$ 109,566.00	\$ 109,566.00
Added Cost Options		Click to Select	
Final Connection to Utilities		\$ 5,000.00	<input checked="" type="checkbox"/> 5,000.00
Optional Wall Texture - choose one <input checked="" type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Custom Texture (\$7,000)		Reset Wall Texture	
Optional Roof Texture <input checked="" type="checkbox"/> Ribbed Metal		\$ 5,500.00	5,500.00
Individual User Option		\$ 24,500.00	<input checked="" type="checkbox"/> 24,500.00
Stainless Steel Water Closet (each)	Qty: 3	\$ 1,750.00	<input checked="" type="checkbox"/> 5,250.00
Stainless Steel Lavatory (each)	Qty: 3	\$ 1,500.00	<input checked="" type="checkbox"/> 4,500.00
Stainless Steel Urinal (each)	Qty: 1	\$ 1,500.00	<input type="checkbox"/> 0.00
Electric Hand Dryer (each)	Qty: 3	\$ 700.00	<input checked="" type="checkbox"/> 2,100.00
Electronic Flush Valve (each)	Qty: 3	\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Lavatory Faucet (each)	Qty: 2	\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Urinal Valve (each)	Qty: 1	\$ 1,500.00	<input type="checkbox"/> 0.00
Paper Towel Dispenser (each)	Qty: 2	\$ 350.00	<input type="checkbox"/> 0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	\$ 350.00	<input type="checkbox"/> 0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	\$ 100.00	<input type="checkbox"/> 0.00
Baby Changing Table (each)	Qty: 2	\$ 750.00	<input type="checkbox"/> 0.00
Skylight in Restroom (each)	Qty: 2	\$ 1,600.00	<input type="checkbox"/> 0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	\$ 2,450.00	<input type="checkbox"/> 0.00
Marine Package (excluding fiberglass doors and frames)		\$ 2,350.00	<input type="checkbox"/> 0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$ 5,600.00	<input checked="" type="checkbox"/> 5,600.00
2K Anti-Graffiti Coating		\$ 4,000.00	<input type="checkbox"/> 0.00
Optional Door Closure (each)	Qty: 2	\$ 700.00	<input type="checkbox"/> 0.00
Fiberglass Entry and Chase Doors and Frames (each)		Qty: 4	\$ 3,300.00 <input type="checkbox"/> 0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		Qty: 3	\$ 1,350.00 <input checked="" type="checkbox"/> 4,050.00
Exterior Frostproof Hose Bib with Box (each)		Qty: 1	\$ 1,200.00 <input type="checkbox"/> 0.00
Total for Added Cost Options:			\$ 62,000.00
Custom Options: Extra Crane 8 HR Min \$5,000, Drinking fountain w/ bottle filler			\$ 5,000.00
Engineering and State Fees:			\$ 8,200.00
Estimated One-Way Transportation Costs to Site (quote):			\$ 16,050.00
Estimated Tax:			\$ 20,483.23
Total Cost per Unit Placed at Job Site:			\$ 221,299.23

Estimated monthly payment on 5 year lease **\$4,448.11**

This price quote is good for 60 days from date below, and is accurate and complete.

**Todd Weger**

Digitally signed by Todd Weger  
Date: 2024.08.23 12:23:38 -07'00'

CXT Sales Representative

Date

I accept this quote. Please process this order.

Company Name

Company Representative

Date

**Exterior Color(s)** (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

- |  |                                       |   |   |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Amber Rose    | <input type="checkbox"/> Berry Mauve  | <input type="checkbox"/> Buckskin       | <input type="checkbox"/> Cappuccino Cream |
| <input type="checkbox"/> Charcoal Grey | <input type="checkbox"/> Coca Milk    | <input type="checkbox"/> Evergreen      | <input type="checkbox"/> Georgia Brick    |
| <input type="checkbox"/> Golden Beige  | <input type="checkbox"/> Granite Rock | <input type="checkbox"/> Hunter Green   | <input type="checkbox"/> Java Brown       |
| <input type="checkbox"/> Liberty Tan   | <input type="checkbox"/> Malibu Taupe | <input type="checkbox"/> Mocha Caramel  | <input type="checkbox"/> Natural Honey    |
| <input type="checkbox"/> Nuss Brown    | <input type="checkbox"/> Oatmeal Buff | <input type="checkbox"/> Pueblo Gold    | <input type="checkbox"/> Raven Black      |
| <input type="checkbox"/> Rich Earth    | <input type="checkbox"/> Rosewood     | <input type="checkbox"/> Sage Green     | <input type="checkbox"/> Salsa Red        |
| <input type="checkbox"/> Sand Beige    | <input type="checkbox"/> Sun Bronze   | <input type="checkbox"/> Toasted Almond | <input type="checkbox"/> Western Wheat    |

Special roof color # \_\_\_\_\_

Special wall color # \_\_\_\_\_

Special trim color # \_\_\_\_\_

**Rock Color**

- Basalt                       Mountain Blend                       Natural Grey                       Romana

**Roof Texture**

- Cedar Shake                       Ribbed Metal

**Wall Texture(s)** (For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)

- |   |   |   |                                     |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Barnwood           | <input type="checkbox"/> Horizontal Lap | Can only be used as bottom texture        |                                     |
| <input type="checkbox"/> Split Face Block   | <input type="checkbox"/> Board & Batt   | <input type="checkbox"/> Napa Valley Rock | <input type="checkbox"/> River Rock |
| <input type="checkbox"/> Stucco/Skip Trowel | <input type="checkbox"/> Brick          | <input type="checkbox"/> Flagstone        |                                     |

(Textures not included in CXT's quote are additional cost.)

**Door Opener**

- Non-locking ADA Handle                       Privacy ADA Latch                       Pull Handle/Push Plate

Deadbolt

**Accessible Signage**

- Men                       Women                       Unisex

**Toilet Paper Holder**

- 2-Roll Stainless Steel                       3-Roll Stainless Steel

**Notes:**

# Exhibit A/B Continued



, Inc. an L.B. Foster Company

Quote: BH/9/6/2024/Firstchoice  
Job Name: Tukwila WA Denali 2 Section

Scope:

- Construct 6" gravel-based foundation to CXT spec for CXT Flush building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based foundation constructed on current natural grade.
- Does not include any subgrade preparation.
- Includes utilities run out to 5' from pad.
- Utilities schedule 40 PVC for sewer and copper for water to CXT spec.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved with 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.

<b>Sub Total</b>	<b>\$30,650.00</b>
<b>Tax</b>	<b>\$3,126.30</b>
<b>Total</b>	<b>\$33,776.30</b>

Notes:

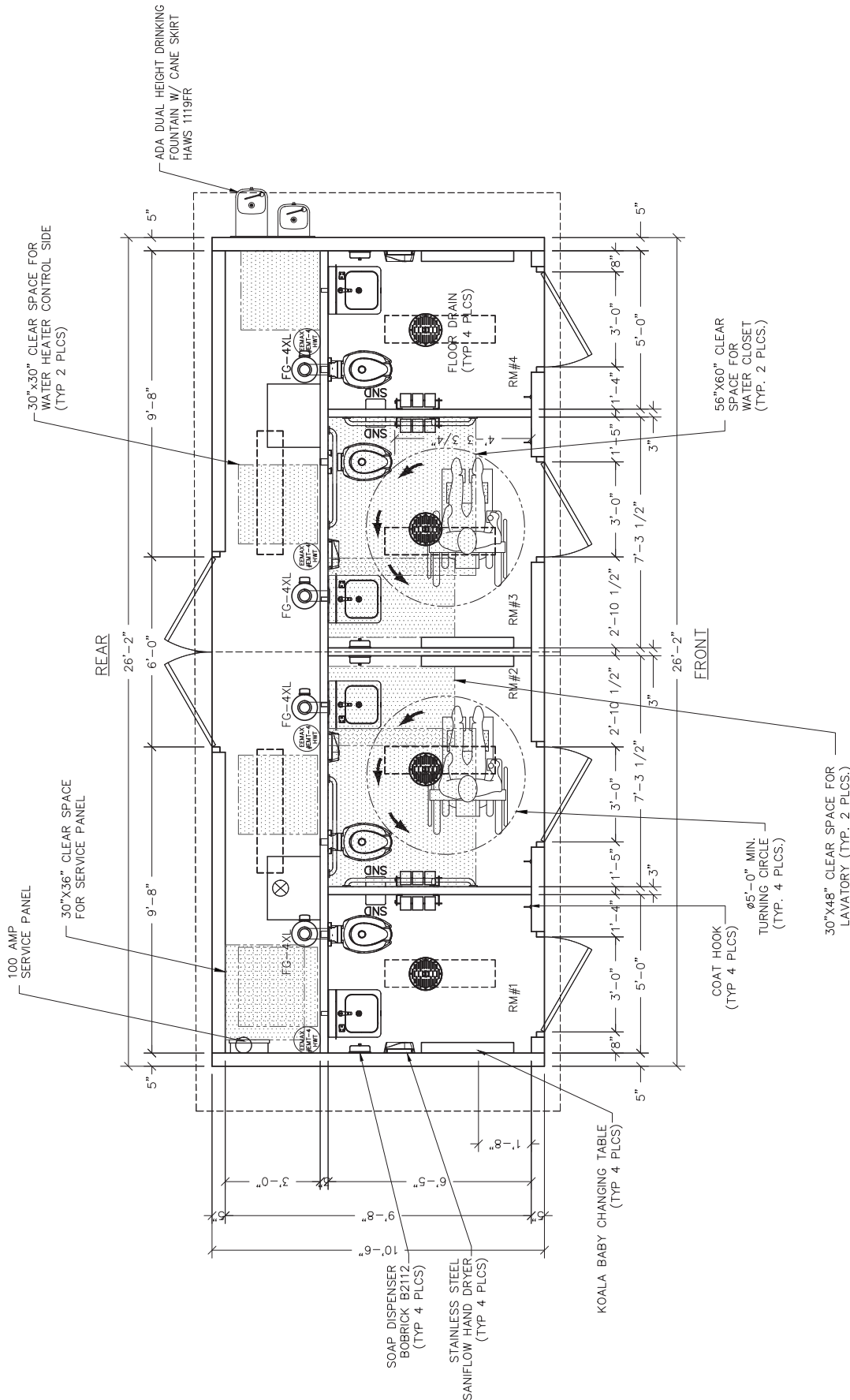
- Price does not include the following customer responsibilities.
- Owner responsible for survey.
- Owner responsible for geotechnical services.
- Owner responsible for all locates for building.
- Owner responsible for all permits.
- Does not include any retaining walls.
- Does not include any provisions for archeological occurrence.
- Main utilities to building must be marked and clearly identified.
- Main utilities must meet CXT specifications for CXT Flush building.
- Change orders must be approved within 24 business hours.

3808 N. Sullivan Road, Building #7  
Spokane, WA 99216  
Phone: 509.921.8766 • Fax: 509.928.8270  
Toll Free: 800.663.5789  
Email: info@cxtinc.com • www.cxtinc.com









**CXT**  
an **LB Foster** company

6707 E. Flamingo Ave. Bldg. 300, Nampa, ID 83687  
901 N. Highway 77 Hillsboro, TX 76645  
362 Waverly Road Williamstown, WV 26187

PROJECT TITLE  
**DK4**

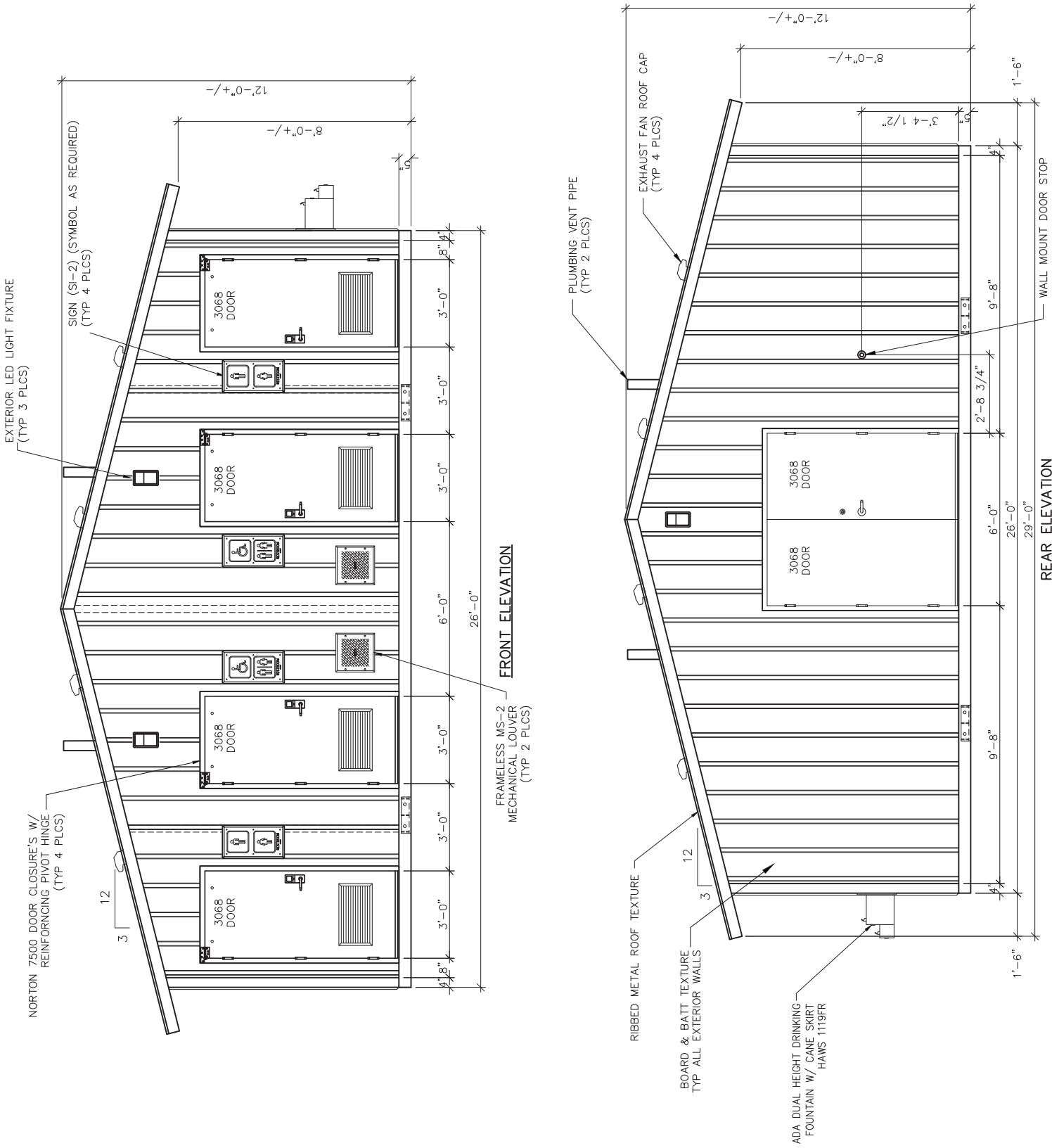
STANDARD BUILDING

NOTE  
The information contained herein is proprietary and the recipient may not copy, reproduce, or disseminate this information without the prior written consent of CXT Incorporated. By allowing use of this information, the user agrees to hold CXT Incorporated harmless from any liability, including a warranty of merchantability or of fitness for a particular purpose.  
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
1/A	1-0		12-27-23
DRAWN	L. COSE	FILE NO.	DK4-010
CHECKED	T. FEMER	PLOT	48

**FLOOR PLAN**

DWG NO.	SHEET	REV.
DK4	1	0
	4	



**CXT**  
an **LB Foster** company

6707 E. Flamingo Ave, Bldg 300, Nampa, ID 83857  
501 N. Highway 77 Hillsboro, TX 78645  
362 Noverly Road Williamstown, WI 26167

PROJECT TITLE  
**DK4**

STANDARD BUILDING

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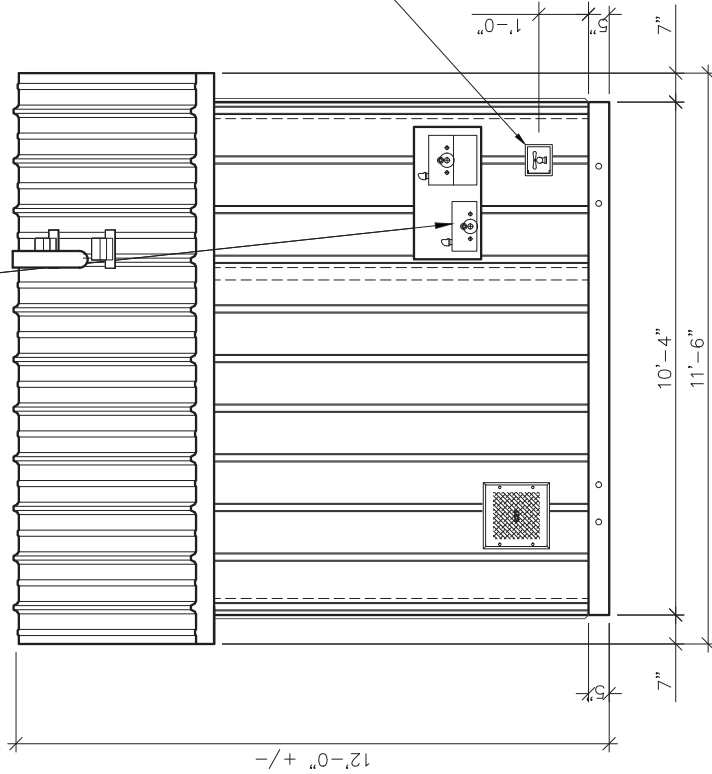
REV.	DESCRIPTION	DATE	APPROVAL	DATE
1	ISSUE FOR PERMIT	12-27-23		
2	REVISION	1/25/24		
3	CHECKED	1/25/24		
4				

DATE PLOTTED: 1/25/24  
PLOT NO.: 24-010  
DRAWN BY: N. FOSTER  
CHECKED BY: N. FOSTER

**FLOOR PLAN**

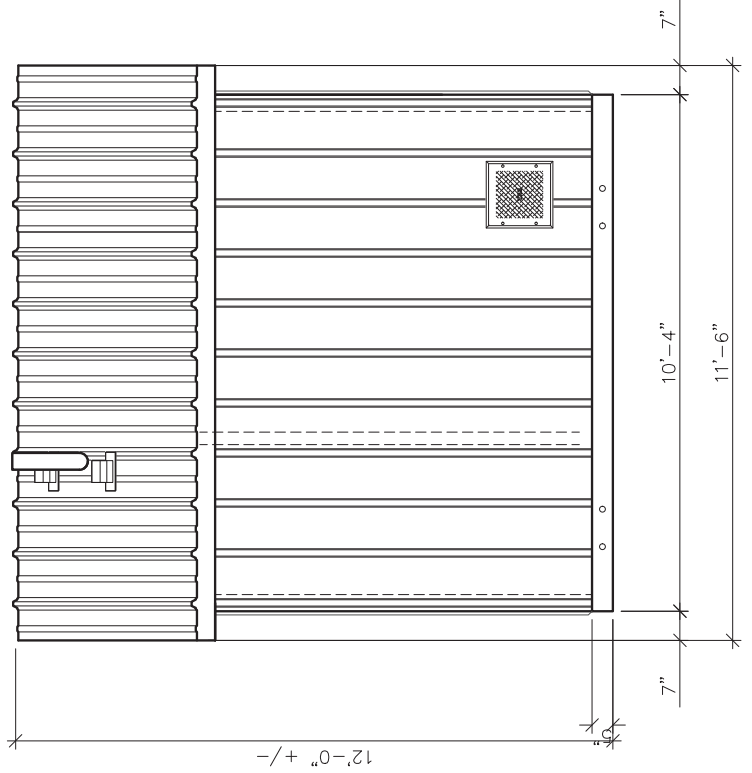
DWG NO. **DK4**      SHEET **2** OF **4**      REV. **0**

HAWS #1119FR ADA DUAL  
HEIGHT DRINKING FOUNTAIN  
WITH SK1 CANE SKIRT



EXTERIOR HOSE BIB

**RH SIDE ELEVATION**



**LH SIDE ELEVATION**

**CXT**  
an **LB Foster** company

6707 E. Flamingo Ave. Bldg. 300, Mopac, ID 83687  
901 N. Highway 77 Hillsboro, TX 78645  
352 Waverly Road Williamson, WV 26187

product name  
**DK4**

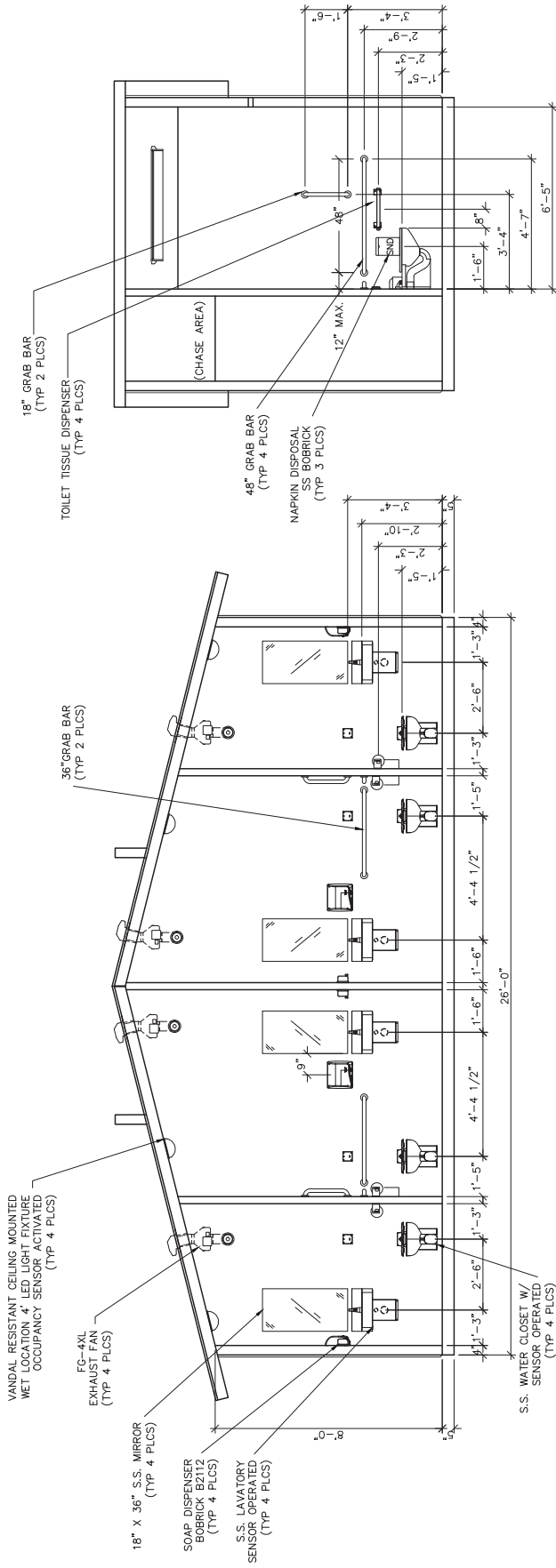
**STANDARD BUILDING**

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is not to be used, copied, or distributed in any form  
without the prior written consent of CXT Incorporated.  
CXT Incorporated grants no warranty, express or implied,  
including a warranty of merchantability or of fitness for a  
particular purpose. CXT Incorporated

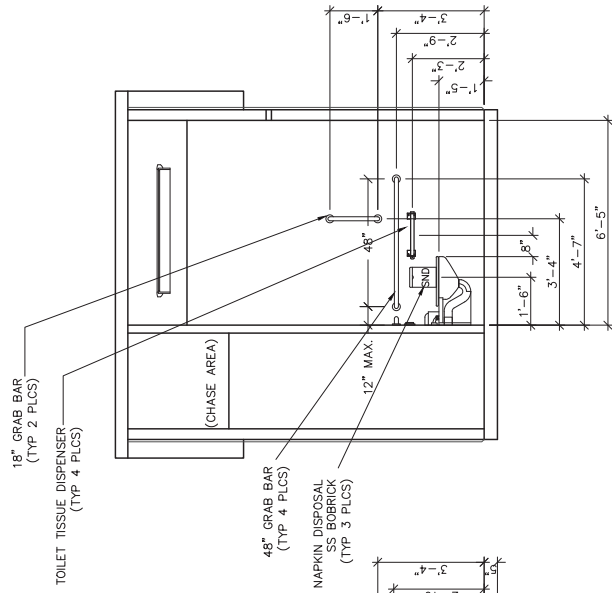
REV.	DESCRIPTION	DATE	APPROVED
1	12'-27/32	12-27/23	
DESIGNED BY	DATE	PROJECT NO.	DATE
DRAWN	12-27/23	DK4-010	
CHECKED	N. FEMER	PLAT. NO.	148

**FLOOR PLAN**

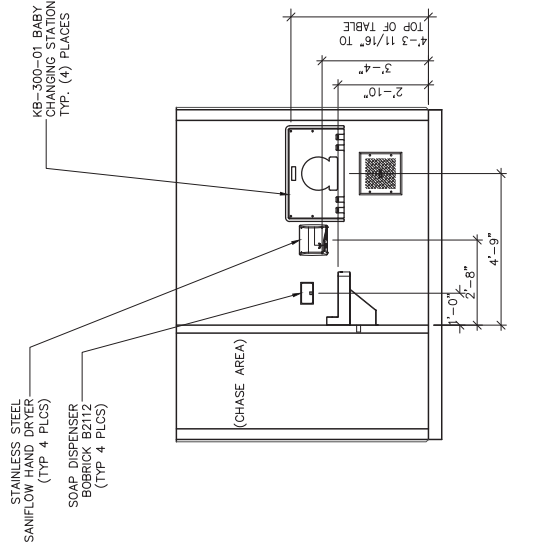
DWG. NO.	SHEET	REV.
DK4	3	4
		0



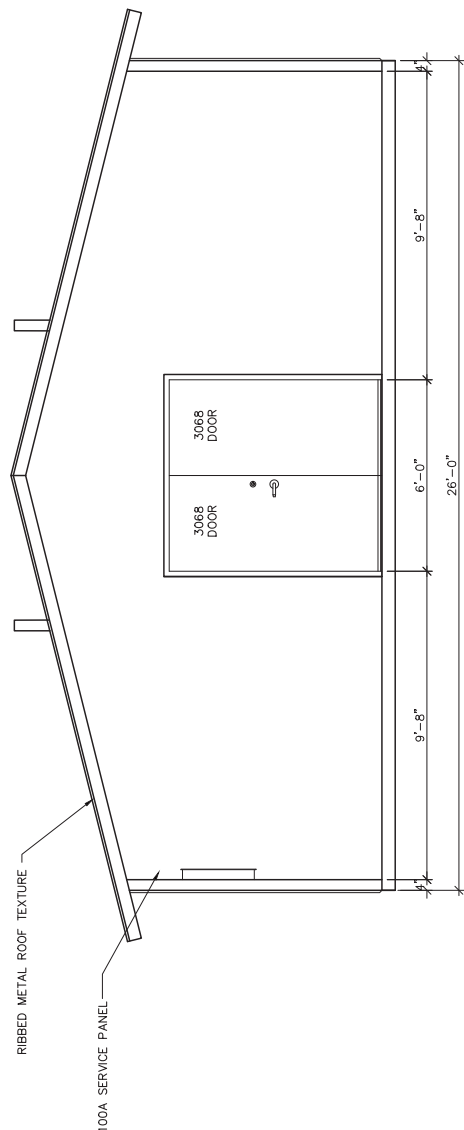
1 INTERIOR ELEVATION - MIDDLE (CHASE) WALL



2 INTERIOR ELEVATION - ADA STALL SIDE WALL



4 INTERIOR ELEVATION - SIDE WALL



3 INTERIOR ELEVATION - BACK WALL

**CXT**  
an **LB Foster** company

6707 E. Fleming Ave. Bldg. 300, Tampa, ID 83687  
901 N. Highway 77 Hillsboro, TX 78645  
352 Waverly Road Williamson, WV 26187

PROJECT NAME  
**DK4**

STANDARD BUILDING

NOTICE

The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information contained herein is provided for the sole purpose of the project. No part of this information may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written consent of CXT Incorporated. CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose. CXT Incorporated

REV.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	12-27-23
2	REVISED	12-27-23
3	REVISED	12-27-23
4	REVISED	12-27-23
5	REVISED	12-27-23
6	REVISED	12-27-23
7	REVISED	12-27-23
8	REVISED	12-27-23
9	REVISED	12-27-23
10	REVISED	12-27-23

FLOOR PLAN

DWG. NO.	SHEET	REV.
DK4	4	0



## INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **David Rosen, Parks & Recreation Fiscal Analyst**

DATE: **November 25, 2024**

SUBJECT: **Contract Amendment:  
King County Veterans, Seniors, & Human Services Levy (VSHSL)**

### **ISSUE**

The King County Department of Community and Human Services (DCHS) has approached the Tukwila Parks & Recreation Department offering an amendment to its existing VSHSL contract (King County Agreement No. 6437158 / City of Tukwila Contract 24-134). This amendment has been offered in an amount that requires the City Council to authorize Mayor McLeod to sign and execute said agreement.

### **BACKGROUND**

The VSHSL is a voter approved six-year property tax levy that envisions senior centers in King County as inclusive central hubs where diverse groups of older adults can form community bonds and access a variety of senior programming and services.

Earlier this year, when the Parks & Recreation Department applied for VSHSL foundational funding for programmatic support, it also applied for \$250,000 in supplemental funding to support the Tukwila Community Center’s HVAC Replacement Project. At the time, the city was awarded \$229,500 in foundational funding and \$0 in supplemental funding. Since then, the County has made city staff aware it has unspent supplemental funds that could be made available to the HVAC Replacement Project.

### **DISCUSSION**

The Tukwila Community Center HVAC Replacement Project is currently in Phase 1, which includes a replacement of its boiler and controls system. This project phase totals \$1,735,419 with \$485,609 of this cost coming from city funds such as the Land Acquisition, Recreation, and Park Development Fund (301). King County has confirmed the amount they will provide via this amendment to be \$80,139; this will reduce the city contribution to the project to about 23% with the remaining funding coming from state and county grants and appropriations.

### **FINANCIAL IMPACT**

This funding would be offered as a reimbursement grant; therefore, acceptance of this amendment does not create any net inflows and/or outflows of any City of Tukwila fund.

### **RECOMMENDATION**

City staff recommend the committee forward this item to the December 16<sup>th</sup> City Council Regular Meeting Agenda for approval.

### **ATTACHMENTS**

- A --- Proposed King County Contract 6437158 Amendment No. 1
- B --- King County Contract No. 6437158 (City of Tukwila Contract 24-134) Cover Page & Overview







Department of Community and Human Services  
Adult Services Division

**CONTRACT AMENDMENT**

DCHS / Adult Services Division Contract No. 6437158

Project/Program Name SE 1 Support Senior Centers - Amendment 1 Amendment Start Date

Amendment No. to Contract 1 Amendment No. to SOW 1

Contractor City of Tukwila

Address 12424 42nd Ave S, Tukwila, WA 98168, United States

In Process

**PURPOSE OF AMENDMENT**

The purpose of this amendment is to:

- 1) Add **\$80,139** Veterans Seniors, and Human Services Levy Fund – Seniors for SE 1 Support Senior Centers, for the period of July 1, 2024 – December 31, 2024. Changes in funding are detailed in Section A below. As a result of this amendment, the new total contract amount is **\$309,639**.
- 2) Amend the Statement of Work by adding a new Program Activity.
- 3) Amend the Statement of Work by adding a new Milestone.
- 4) Amend the Statement of Work by changing the 2024 monthly payment due on December 13, 2024.

**A. ADDITIONAL OR CHANGED FUNDING ITEMS**

Funding Period	Fund Source	Fund Type	Funding Allocation
07/01/2024 - 12/31/2024	Veterans, Seniors and Human Services Levy	County	\$80,139.00
<b>TOTAL CHANGE</b>			<b>\$80,139.00</b>

B. CHANGES TO STANDARD TERMS AND CONDITIONS

None.

C. CHANGES TO STATEMENT OF WORK

1. Section IV SCOPE OF WORK Subsection B. Program Activities is amended as follows:

i. Add a new Activity, 10.:

10. The Contractor shall spend no more than \$80,139 in funds awarded in 2024 to improve energy efficiency at the City of Tukwila Senior Center. Improvements shall include purchase and installation of a new HVAC system in the Senior Center building. If funds remain after the above is completed, additional purchases or repair work to increase energy efficiency, safety or accessibility of the Senior Center may be made with the written permission of King County.

2. Section IV SCOPE OF WORK Subsection C. Milestones is amended as follows:

Add new 2025 Milestones, 3., 4.:

3. By March 31, 2025, the Contractor must provide King County with documentation, which includes invoices and receipts, detailing expenses incurred for both purchases and labor charges associated with "Program Activity 10."

4. If the funds allocated for Activity 10 are not fully expended by the initial deadline, the Contractor must submit a plan by March 31, 2025, outlining how it will fully use the remaining funds. Once the funds are fully expended, the Contractor must submit documentation to King County showing the completion of the spending.

3. Section VII COMPENSATION AND METHOD OF PAYMENT Subsection A. Payment to the Contractor is amended as follows:

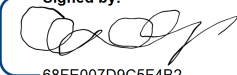
i. Increase the VSHSL Seniors monthly payment due on December 13, 2024 by \$80,139 for a new monthly payment total of \$87,639.

All other terms and conditions of this Contract and the attached Statement of Work remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this amendment have the meaning ascribed to them in the Contract or Statement of Work.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and take effect on the date of the last signature.

KING COUNTY

CITY OF TUKWILA

Signed by:  
  
68FE007D9C5F4B2  
\_\_\_\_\_  
FOR King County Executive

\_\_\_\_\_  
Signature

12/2/2024  
\_\_\_\_\_  
Date

Thomas McLeod  
\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
Date

In Process



**KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES CONTRACT**

Contractor	CITY OF TUKWILA		
Contract Title	SE 1 Support Senior Centers		
Contract Amount	\$229,500		
Contract Effective Date	Date of last signature		
Service Period From	07/01/2024	To	12/31/2026
UEI No. (if applicable)	UEQNMC26C8T3	Tax ID	916001519

THIS CONTRACT No. 6437158 is entered into by KING COUNTY (the "County"), and City of Tukwila (the "Contractor") whose address is 6200 Southcenter Blvd, Tukwila, WA, 98188

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows.

**STATEMENT OF WORK (SOW)  
CITY OF TUKWILA  
SE 1 SUPPORT SENIOR CENTERS  
SERVICE PERIOD: 07/01/2024 — 12/31/2026**

**I. OVERVIEW**

The Contractor shall provide oversight, coordination, and implementation of the City of Tukwila Community Center described further below. The total amount of reimbursement pursuant to this Contract shall not exceed \$229,500.00 for the SERVICE PERIOD noted above as shown in the funding table below.

Funding for investment in this program is provided by the Veterans, Seniors, and Human Services Levy managed by the Adult Services Division (ASD) of King County’s Department of Community and Human Services (DCHS), which has the responsibility for monitoring and achieving the overall outcomes. Ongoing funding for the full services period shall be contingent on the Contractor’s implementation of the program as described, timely achievement of the Contract milestones outlined below, continued funding availability, and other contractual requirements contained in this SOW.

VSHSL Strategy # and Name	Funding Period	Fund Source	Funding Allocation
Social Engagement	7/1/2024 – 12/31/2024	VSHSL Fund - Seniors	<u>\$45,000</u>
SE 1: Support Senior Centers	1/1/2025 – 12/31/2025	VSHSL Fund - Seniors	<u>\$90,000</u>
	1/1/2026 – 12/31/2026	VSHSL Fund - Seniors	<u>\$94,500</u>
<b>TOTAL BUDGET</b>			<u><b>\$229,500</b></u>

**II. DEFINITIONS**

Below are common terms used throughout this SOW and their definitions.

- A. **Deliverable** means the work product and other output of the services and PROGRAM ACTIVITIES required to be delivered by the Contractor as part of the performance of this Contract, as specified in the relevant section below.
- B. **Milestone** means a scheduled event signifying the provision of a DELIVERABLE or a set of related DELIVERABLES, occurrence of an event, or completion of a task, activity, or service by the identified date as specified in the relevant section below.



## **INFORMATIONAL MEMORANDUM**

**TO:** Mayor McLeod

**CC:** Brandon Miles, Strategic Initiatives and Government Relations Director

**FROM:** Stacy Hansen, Human Services Program Coordinator

**DATE:** November 27, 2024

**SUBJECT: Human Services update 2025/26**

The Tukwila Human Service Advisory Board (HSAB) has completed their RFP review process for the 2025/26 budget cycle. Advisory Board members represent a range of expertise in social services, knowledge of community needs and the desire to fund programs that contribute to our mission to provide exceptional services that support a safe, inclusive, and healthy community.

Our application funding process and quarterly invoicing is an ILA partnership with the Human Services Funding Collaborative (HSFC) between 17 south, north, and east King County cities with an online platform called Share1. All non-profits who wish to compete for HS funding from any cities in the HSFC must utilize this one-stop application and invoicing program (attachment A).

The Human Services Advisory Board and staff reviewed 65 complete applications requesting over \$1.2M in funding. Board members spent 92 hours collectively reading, rating, and reviewing applications. In addition, we met six times (17 hours for each board member) from May through July to discuss each application. The team reviewed content, service accessibility, inclusion, fiscal soundness, duplication, cost efficiencies and each program's history/ability to engage with the Tukwila community. The team thoroughly discussed the merits of each application and how programs met the needs of our most vulnerable residents. These robust discussions led to the recommended funding of 37 programs (attachment B & C). 34 of these are over-achieving, high-performing, previously funded programs; three programs are new to Tukwila funding.

Funding recommendations were made based on the same budget we've been using since 2019, \$433,000, which includes \$420,562 in non-profit contracts, \$6,438 for Tukwila water/sewer residents and \$6,000 held in the HS contingency fund.

Asylum Seeker Humanitarian Crisis and non-profits: Several funded agencies have reported significant impacts since early-2023 by the on-going humanitarian crisis. Shelters are staying fuller longer since asylum seekers are unable to secure employment without their work permit, which takes approximately 6 months to obtain; their ability to move out of shelter and into transitional/permanent housing takes longer than the typical 30-60-day shelter stay. Our refugee serving agencies have seen significant increase in need for ESL classes, asylee specific legal services, medical services, case management and training programs. Food insecurity has also had a significant impact on the local food pantry and the backpack snack program, which provides weekend meals for school-aged children enrolled in the TSD McKinney Vento homeless program. All these agencies would benefit from additional funding as their caseloads have increased significantly.

Lack of shelter space throughout KC remains high. It is taking at least a month to gain access to shelter. Those unsheltered are remaining so for longer time periods due to the lack of available bed space.



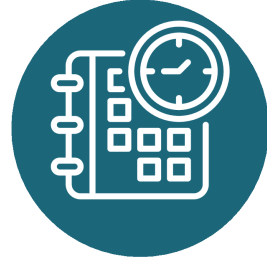


# Human Services Grant Funding Cycle for Non-Profits



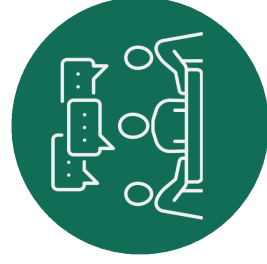
## Application Opens

Online application opens in Share1 app. Applicants can participate in technical assistance workshops for help with questions.



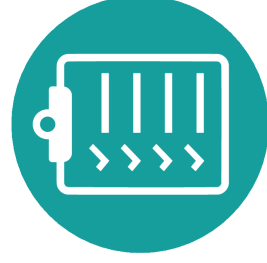
## Application Deadline

All applications are due online through Share1 application. Applications must be complete to be considered for review.



## Review Period

Human Services Advisory Board reviews all eligible applications. Many hours of reading and discussion take place over a period of months.



## Budget Approval

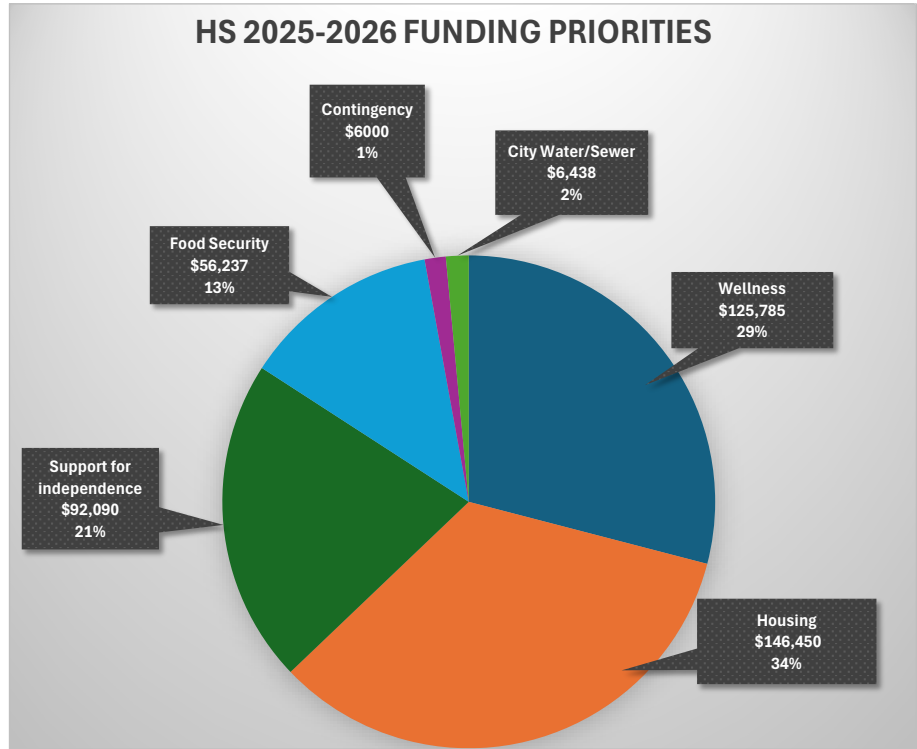
Final decisions are made as part of the City's biennial budget process. Agencies are notified. Contracts are created.



Attachment B

Funding Priorities

Wellness	\$125,785
Housing	\$146,450
Support for independence	\$92,090
Food Security	\$56,237
Contingency	\$6,000
City Water/Sewer	\$6,438
City Water/Sewer	\$6,438
	\$433,000



<b>TUKWILA HUMAN SERVICES</b>		2025-26
<b>2025-26 Funded Agencies/Programs</b>		<b>AMOUNTS</b>
<b>WELLNESS</b>		
1	<b>After-School All-Stars Academies</b> - Tutoring & Mentoring	\$10,000
2	<b>Children's Home Society</b> (formerly Childhaven) - Outpatient Mental Health	\$35,000
3	<b>Children's Therapy Center</b> - Neurodevelopmental Support Services Birth to Age 3	\$7,500
4	<b>Consejo</b> - Counseling & Referral	\$5,000
5	<b>Crisis Connections Crisis Line</b> - Mental Health Crisis Calls	\$3,408
6	<b>Crisis Clinic Teen Link</b> - Peer Support for Mental Health, Suicide Prevention	\$2,000
7	<b>DAWN</b> - Community Advocacy for DV Survivors	\$4,000
8	<b>Health Point</b> - Dental Care	\$7,500
9	<b>Health Point</b> - Medical Care	\$7,500
10	<b>Institute for Family Devel</b> - PACT In-Home Counseling	\$20,900
11	<b>King County Sexual Assault Resource Center</b> - Medical, Legal, Advocacy	\$8,977
12	<b>YWCA-Children's Gender Based Violence</b> - Program for Kids who Witness DV	\$7,000
13	<b>YWCA-Gender Based Violence Services</b> - DV Support Services for Adults	\$7,000
<b>Total</b>		<b>\$125,785</b>
<b>HOUSING</b>		
14	<b>African Community Housing &amp; Development</b> - Holistic Housing & Advocacy	\$17,500
15	<b>Catholic Comm Service</b> - Rent and & Utility Assistance	\$25,000
16	<b>Hospitality House-Shelter</b> - Shelter for Single Women	\$10,000
17	<b>KC Bar Foundation</b> - Pro Bono Legal Assistance & Housing Justice Project	\$5,000
18	<b>Mary's Place</b> - Eviction Prevention Funds	\$10,000
19	<b>Multi Service Center</b> - EARNS Rent & Utility Assistance	\$42,000
20	<b>Multi Service Center</b> - Family Shelter	\$5,450
21	<b>Renton Ecumenical</b> - Center of HOPE Shelter (women & women w/children)	\$10,000
22	<b>Way Back Inn</b> - Transitional Housing	\$12,500
23	<b>YWCA Anita Vista</b> (Confidential DV Shelter)	\$9,000
<b>Total</b>		<b>\$146,450</b>
<b>FOOD SECURITY</b>		
24	<b>Sound Generations</b> - Meals on Wheels - meals for home bound seniors	\$12,237
25	<b>Still Waters</b>	\$4,000
26	<b>Tukwila Pantry</b> - Food Bank	\$40,000
<b>Total</b>		<b>\$56,237</b>
<b>SUPPORT FOR INDEPENDENCE</b>		
27	<b>Aerospace Joint Apprenticeship - Advanced Manufacturing Training</b>	\$3,000
28	<b>Bridge Ministries</b> - Medical Equipment	\$3,000
29	<b>Crisis Connections 2-1-1</b>	\$2,500
30	<b>LCSNW</b> - Angle Lake Family Resource Center	\$9,000
31	<b>NW Education Access - College Readiness</b>	\$2,000
32	<b>OneAmerica</b> - ESL	\$5,000
33	<b>Partner in Employment</b> - Employment & Training	\$20,000
34	<b>PSTC</b> - Employment & Training	\$10,000
35	<b>ReWA</b> - Basic Needs	\$31,500
36	<b>SVDP</b> - Centro Rendu	\$3,000
37	<b>Sound Generations</b> - Volunteer Transportation	\$3,090
<b>Total</b>		<b>\$92,090</b>
<b>Non-profit allocation 2025-26</b>		<b>\$420,562</b>
<b>Tukwila water/sewer utility assistance 2025-26</b>		<b>\$6,438</b>
<b>Contingency fund 2025-26</b>		<b>\$6,000</b>
<b>Total Human Services allocation</b>		<b>\$433,000</b>

green = newly funded

