



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 (CO₂) 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 9th 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 13th, 2024**, and ending **June 30th, 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 26th 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	Description	Qty of Fixtures	Watts per Fixture	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
				0	0	0	0	0	0								
Sports court Lighting	400 Watt Metal Halide flood	13	465	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	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	10	195	LED Trail LTR -S-G12C-70WBT3DA1-abcdef 70 watt shoebox style 3K	10	70	4380	8,541	3,066	5,475	\$ 547.50				
New Poles	replace wooden poles	13	0	13	0	Energy Light Inc 547112 20 ft square steel pole 4 inches wide w/ Tenon	13	0	0	-	-	-	\$ -				
Labor pole installation		0	0	13	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	2	0	Macromatic Z3NV42 SPDT time setting variable up to several hours	2	0	0	-	-	-	\$ -				
Control system for court lighting	remove existing Push button	0	0	2	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	1	0	Photocell 120V activated SPDT relay Dayton 40A 5Z542 / precision SPST Photocel	1	0	0	-	-	-	\$ -				
													25,973	\$ 2,597.34			
													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				
													Enter Rate Here ----->>>				
													\$0.100				
													Enter Rate Here ----->>>				
													\$0.100				

Proposal is for LED lights proposed only and is valid for 30 days from September 13, 2024.

* 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: http://ledtrail.com/documents/LEDTrail_Terms_1314.pdf. LED Trail's Terms and as set forth at length herein. Conditions of Sale are incorporated into and form a part of this Agreement

Customer Acceptance Signature: _____

By (Name): _____

Date: _____

5.99% \$0 down financing** estimated payments:

36 months	48 months	60 months
\$ 2,410.04	\$ 1,860.40	\$ 1,531.41

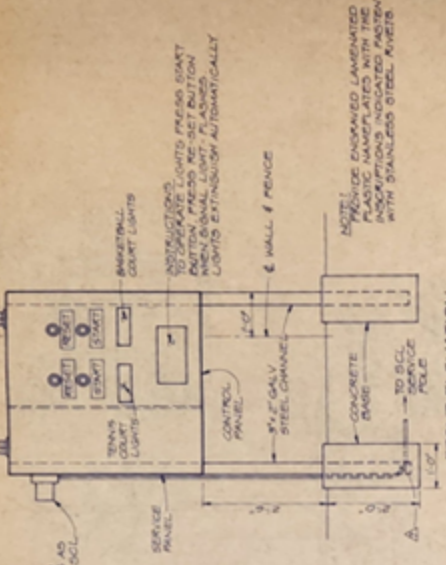
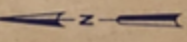
**Finance offer: OAC Led Trail Company is neither a broker nor a lender. Financing is provided by third-party lenders unaffiliated with Led Trail Company, under terms and conditions arranged directly between the customer and such lender, all subject to credit requirements and satisfactory completion 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

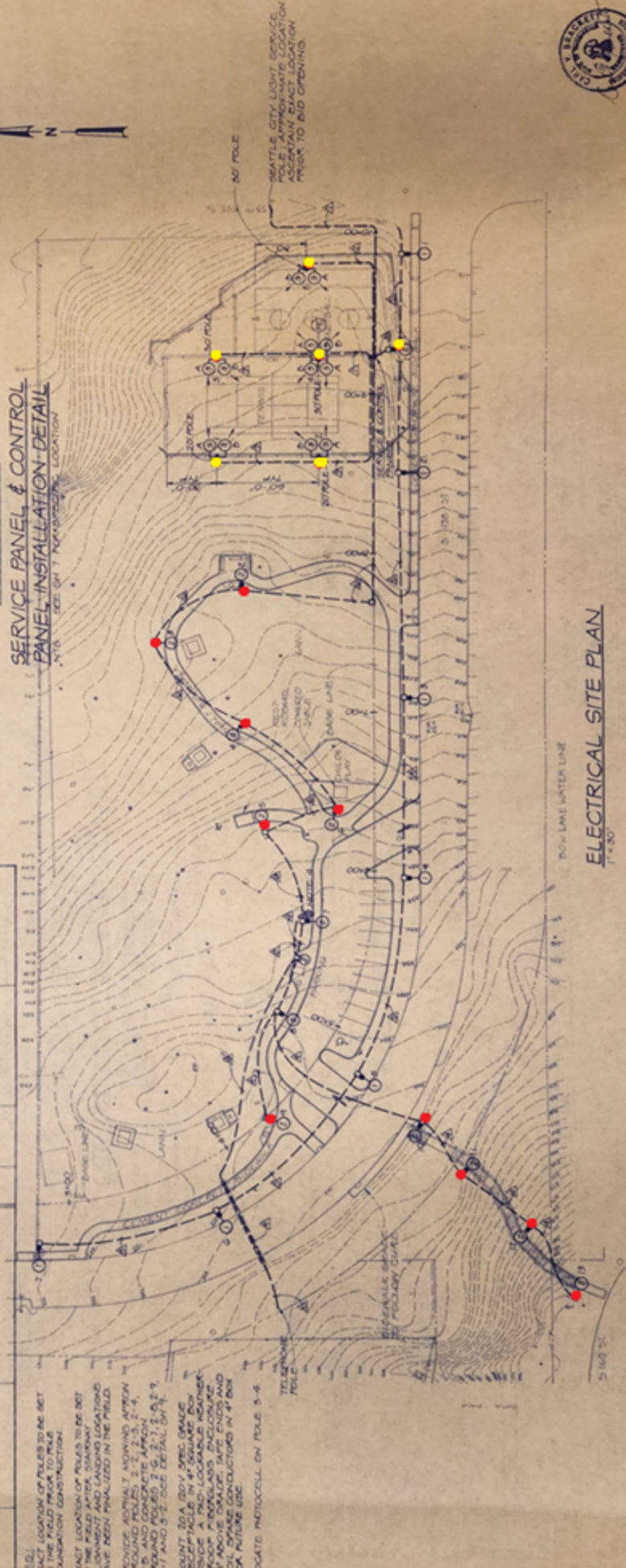
201 L VAC

FLASKING LIGHTS (TYP)

LUMINAIRE SCHEDULE		WIRING SCHEDULE		REMARKS	
LUMINAIRE NO.	APPROXIMATE POLE LOCATION (SEE NOTE 1)	WIRE NOTE	CONDUIT	CONDUCTORS	
1	STA #422, 18" E	Δ	1" PVC	4#10, 1#00	BASKETBALL LIT
2	STA 8-160, 36" E	Δ	1" PVC	3#12	NETBALL LIT
3	STA 1-071, 36" E	Δ	1" PVC	4#10, 1#00	TENNIS LIT
4	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	BASKETBALL LIT
5	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	TENNIS LIT
6	STA 2-298, 36" E	Δ	1" PVC	4#10, 1#00	PATHWAY LIT
7	STA 2-298, 36" E	Δ	1" PVC	4#10, 1#00	ROADWAY LIT
8	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	PATHWAY LIT
9	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
10	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
11	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
12	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
13	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
14	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
15	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
16	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
17	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
18	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
19	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
20	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
21	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
22	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
23	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
24	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
25	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
26	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
27	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
28	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
29	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
30	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
31	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
32	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
33	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
34	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
35	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
36	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
37	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
38	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
39	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
40	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
41	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
42	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
43	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
44	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
45	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
46	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
47	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
48	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
49	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS
50	STA 4-238, 36" E	Δ	1" PVC	4#10, 1#00	ACCENTUATE SPARKS



FRONT ELEVATION
SERVICE PANEL & CONTROL
PANEL INSTALLATION DETAIL
NOTE: SEE SH-7 FOR WIRE/CONDUIT LOCATION



ELECTRICAL SITE PLAN
1" = 40'

CLAY BRACKETT ENGINEERS

IN CHARGE: _____
 CHECKED: _____
 DATE: _____

ELECTRICAL SITE PLAN

consultants

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

33

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>
Office - Local Parks Mnt Single-Tier 2	100.00%	\$76,000.00	State
Total Project Cost	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

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

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	