



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Rosen, Parks & Recreation Fiscal Analyst

DATE: January 27, 2025

**SUBJECT: Grant Agreement & Contracts for Services Approval:
2024 WA Department of Natural Resources Community Forestry Assistance Grant**

ISSUE

The Tukwila Parks & Recreation Department has been awarded a \$312,000 no-match grant through the Washington State Department of Natural Resources (DNR) 2024 Community Forestry Assistance Grant for the Green Tukwila Restoration and Education Project. Acceptance of this grant and approval of three (3) contracts to be awarded using its funds requires council approval before they may be executed by the Mayor.

BACKGROUND

The 2024 Community Forestry Assistance Grant

In late 2023, the Tukwila Parks and Recreation Department was made aware of the DNR’s release of its latest funding opportunity for their Community Forestry Assistance Grants, which provided with the purpose of “Support[ing] local jurisdictions in implementing improvements to urban tree health, enhanced protections for urban trees, increases in canopy cover, and equitable delivery of tree ecosystem services in communities across Washington State”. Tukwila Parks and Recreation submitted its proposal for this funding on January 8th, 2024, was awarded funding on February 28th, 2024, and has since been in negotiations with DNR concerning contracting terms. Additionally, there were delays in these negotiations due to the volume of contracts and funding DNR had to operationalize via this funding round.

Why This Work is Necessary

As a part of this grant release, DNR released the Urban & Community Forestry Prioritization Tool, which ranked all 1,447 measured census tracts in the state in areas such as canopy cover, impervious cover, and salmon buffer. The four parks that would receive work via this project proposal, Riverton, Tukwila, Duwamish Hill Preserve, and Crystal Springs, are located within Census Tracts 53033027200, 53033026200, 53033026300, and 53033028200, which are ranked 8th, 9th, 16th, and 107th by this tool, with all tracts receiving a 10 out of 10 Environmental Health Disparity score via the Washington State Department of Health Environmental Health Disparities Map. Furthermore, all of these parks had areas identified by the Green Tukwila 20-Year Stewardship Plan (Adopted in March 2017 via Resolution 1906) as having at least medium levels of invasive species cover endangering current habitat composition. Environmentally, this grant will address some areas within Tukwila that have some of the greatest demonstrated need for forestry restoration and maintenance.

Lastly, Tukwila’s economic characteristics demonstrate a clear need for job development opportunities and training, evidenced by 30% of Tukwila households reporting income equal to or lower than 200% of Federal Poverty Level (7th worst of 61 areas measured by the King County City Health Profile Report). Economically, this grant will provide opportunities for youth, immigrants, adults, and refugees across Tukwila and the entire South King County region.

DISCUSSION

The grant funding will be used for the Green Tukwila Restoration and Education Project, which will provide approximately 5,150 hours of restoration work across four City of Tukwila park sites, train over 100 adults and 100 youth in restoration jobs, and provide those community members wages and/or stipends of over \$100,000 in across the grant's period of performance.

The Green Tukwila Restoration and Education Project will be delivered via four programs:

1. Youth Green Training Program at Tukwila Park (\$76,100)

This program will be provided in coordination with Partner in Employment (PIE), a 501(c)3 non-profit organization with the mission of guaranteeing long-term economic stability for refugees and immigrants in King County. PIE accomplished this by servicing thousands of individuals and households with employment assistance, homelessness prevention, social services, ESL classes, and youth services. PIE has been working with the City of Tukwila in its parks since 2019 as a part of their Environmental Restoration and Refugee Youth Mentoring Programs. Tukwila Parks and Recreation is proud to employ an alumnus of PIE's 2021 Youth Restoration Training cohort amongst its parks maintenance team. This program will provide youth approximately 2,000 paid hours for green jobs as they provide trained restoration work at Tukwila Park with about 57% of the program's budget providing the wages for these youth. The remaining program budget is committed for supplies, PIE programming managers and crew leads, and necessary equipment.

2. Professional Restoration Work at Riverton Park (\$90,100)

This program will be provided in coordination with EarthCorps, a 501(c)3 non-profit organization whose mission is to cultivate leaders and community partnerships in the advancement of environmental justice. EarthCorps Strategic Plan aims to accomplish this through, among other initiatives, in-the-field environmental restoration, creation of multi-year community-led partnerships and volunteer programs, and training future environmental leaders. This program will allow EarthCorps to continue their already successful restoration efforts at Riverton Park through at least June of 2027, providing approximately 20,000 square feet (~0.46 acres) of invasive species removal onsite, planting of 2,300 native plants, and continued maintenance of the restoration sites. This work will be accomplished utilizing EarthCorps skilled professional crews providing a planned 26 days of work in the park.

3. Green Jobs Training Program at Crystal Springs Park (\$100,050)

This program will be provided in coordination with DirtCorps, an LLC with a mission of creating access to green careers for all who aims to accomplish this by providing on-the-job training for adult workers in rain garden and cistern design/build, operations and maintenance, vegetation management, and ecological restoration. Dirt Corps has been working in Crystal Springs Park and in other capacities within Tukwila since 2016. The Green Jobs Training Program would pay local community members to provide tree canopy enhancement and reforestation efforts at Tukwila Park with the goal of removing invasive plants on site and replacing them with approximately 70 trees and 200 native shrubs and undercovers.

4. Foster High School Internship at Duwamish Hill Preserve (\$45,750)

In coordination with Foster High School staff, this program will provide approximately 25 students per year (75 in total across the grant's lifetime) with a paid opportunity to participate in a restoration education and work skills program, providing them with on-the-job training, employment skills, and personal development opportunities as they complete restoration work at the Duwamish Hill Preserve. Over 90% of this program's budget will pay for these student interns with the remaining budget providing supplies necessary for program execution. Throughout this program's operation,

the Tukwila Parks and Recreation Department will also be working with the Tukwila Children’s Foundation, who will provide necessary program logistics to support payment of the student interns. This program’s budget and contracted services are small enough that any resultant contracts will not require council approval.

Grant Budget Summary

The table below provides a general budget summary for Green Tukwila Restoration and Education Project:

Program	Community Wages (\$)	Trees & Plants (\$)	Contracted Services (\$)	Total (\$)
Youth Green Training Program	43,850	5,000	27,250	76,100
Professional Restoration Work	0	17,575	72,525	90,100
Green Jobs Training Program	20,160	13,150	66,740	100,050
Foster High School Internship	42,000	0	3,750	45,750
	106,010	35,725	170,265	312,000

A Note on Federal Spending

At time of this memo’s writing (January 27th - 30th), city staff have been made aware of Memo M-25-13 and M-25-14 issued by the federal government’s Office of Management and Budget seemingly putting a temporary pause/”freeze” on “all activities related to obligation or disbursement of all Federal financial assistance...” and seemingly rescinding the memo enacting said pause/”freeze”. City staff note that the funding source for DNR to provide this grant opportunity is federal in nature and have inquired with DNR as to the potential for funding be frozen for this grant. The current understanding is that the monies used for this grant have already been obligated by the federal government and thus, according to precedent, are safe to utilize. However, the final impact of Memos M-25-13 and M-25-14 on this grant are unknown and may remain unknown pending potential injunction and/or litigation. City staff will continue to monitor these potential impacts as they unfold.

FINANCIAL IMPACT

This is a reimbursement grant, wherein the City of Tukwila will receive reimbursement from DNR during/after the completion of the proposed scope of work. Therefore, execution of both the proposed grant and contract services agreements will not create any net general fund inflows or outflows. The Tukwila Parks & Recreation Department will propose end-of-year budget amendments for Fiscal Years 2025 - 2027 to capture the transactions resulting from this grant agreement.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward both the grant agreement and the proposed contracts for services to the February 24th Special Meeting Consent Agenda for final approval.

ATTACHMENTS

- A --- Proposed Community Forestry Assistance Grant Agreement Template
- B --- Proposed Community Forestry Assistance Grant Work Plan
- C --- Proposed Contract for Services & Exhibit: EarthCorps
- D --- Proposed Contract for Services & Exhibit: Partner in Employment
- E --- Proposed Contract for Services & Exhibit: DirtCorps



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

SUBAWARD AGREEMENT

This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.

The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of Research and Development (R&D).

DNR FUNDING INFORMATION	
Program Index: 244 Project Code: GSA	Competitive Grant <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Request for Application (RFA) #: DNR 24-16

SUBRECIPIENT INFORMATION		
Phone: Email:		
WA State UBI Number	Statewide Vendor Number	Taxpayer Identification Number/FEIN
Unique Entity Identifier	Total amount of federal funds obligated to the subrecipient by DNR	

SUBAWARD INFORMATION		
Subaward Number	Amount obligated this agreement	Period of Performance
Match Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Indirect Rate N/A	

FEDERAL AWARD INFORMATION	
Assistance Listing 10.727	Federal Awarding Agency USDA, Forest Service
Federal Award Identification Number 23-DG-11062765-080	Federal Award Name Washington Urban and Community Forestry Inflation Reduction Law State Funding
Federal award project description The purpose of this subaward is to	

This Subaward Agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "DNR", and, , hereinafter referred to as "SUBRECIPIENT".

1. PURPOSE

The intent of the program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this subaward is to

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and SUBRECIPIENT, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the *Federal Subaward Terms and Conditions* governing work to be performed under this subaward, and specific subrecipient obligations.
- C. The scope of work/deliverables for this agreement will be produced by SUBRECIPIENT using the Project Work Plan and Budget Template, attached hereto as Exhibit C and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. SUBRECIPIENT will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

Projects must be located on public property or be open to public access. Subaward funds may not be used to meet ordinary maintenance and operating expenses.

- D. SUBRECIPIENT shall include as deliverables the following written reports:
 - Interim Reports (approximately every 180 days from the project start date)
 - Final Report (at the end of the project)

Report templates will be provided by the DNR Project Manager.

- E. With the Final Report, SUBRECIPIENT will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement maybe substituted with approval of the DNR Project Manager.

3. PERIOD OF PERFORMANCE

The period of performance under this subaward will be from the date of execution through May 31, 2028, unless terminated sooner as provided herein.

4. AWARD

The total award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed Dollars (\$). SUBRECIPIENT's compensation shall be based on the details set out in the Project Work Plan and Budget.

Expenses

SUBRECIPIENT shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by DNR as reimbursable. The maximum amount to be paid to the SUBRECIPIENT for authorized expenses shall not exceed Dollars (\$), which amount is included in the subaward total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. SUBRECIPIENT shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Meals = [@ per diem](#), broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = [@ actual](#) (attach receipt)
- Gas for Car Rental = [@ actual](#) (attach receipt)
- Hotel = [@ actual](#) but no more than [@state allowed lodging rates](#) (attach receipt)
- Personal vehicle mileage = [@ state allowed mileage rate](#) (no receipt needed)

Unallowable Costs

Payments made for costs determined to be unallowable by either the federal agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the federal government in accordance with instructions from the federal agency that determined the costs are unallowable unless federal statute or regulation directs otherwise.

Treatment of Subrecipient Assets, Equipment

SUBRECIPIENT shall comply with the Exhibit A, 46. TREATMENT OF ASSETS, as well as the following:

1. SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may be accomplished by inclusion in the agreed Project Work Plan and Budget.
2. Disposition of Assets shall be treated in accordance with the requirement of [2 CFR 200](#).

Federal funding under this award is not available for reimbursement of SUBRECIPIENT's purchase of equipment.

5. AUDIT REQUIREMENT

A SUBRECIPIENT with a total of \$1,000,000 or more in federal expenditures during its fiscal year (either received directly from the federal government, indirectly from a pass-through entity, or a combination of both) must have a federal single audit conducted for that year in compliance with [2 CFR 200 Subpart F](#) (as updated). SUBRECIPIENT must provide a copy of the final audit report to DNR within nine (9) months of the end of its fiscal year, unless a longer period is agreed to in advance by the Federal agency identified in this section.

A SUBRECIPIENT that expends less than \$1,000,000 during its fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in [2 CFR 200.503](#), but records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).

DNR may suspend all reimbursements if SUBRECIPIENT fails to timely provide a single Federal audit; further DNR reserves the right to suspend any and all Agreement(s) with SUBRECIPIENT if such noncompliance is not promptly cured.

6. FUNDING ACKNOWLEDGEMENT

SUBRECIPIENT shall acknowledge DNR and USDA Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental [2 CFR 415.2](#). All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funding for this project provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program in partnership with State of Washington Department of Natural Resources, Urban and Community Forestry Program.”

SUBRECIPIENT must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

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

7. BILLING PROCEDURES

Each invoice submitted by SUBRECIPIENT to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by SUBRECIPIENT using the Invoice Template, attached hereto as Exhibit D and incorporated by reference, and be submitted electronically to the following website: <https://app.smartsheet.com>. SUBRECIPIENT's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit D – Invoice Template. Invoice frequency: No more often than quarterly.

DNR will pay SUBRECIPIENT upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in its Project Work Plan and Budget and approved by the DNR

Project Manager. Invoices and the required supporting documentation must be submitted as one PDF document.

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

No payments in advance or in anticipation of services or goods to be provided under this subaward shall be made by DNR.

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

Fiscal Year Closures

Under fiscal year closing procedures, SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July 10 of a given year.

DNR may, in its sole discretion, terminate the subaward or withhold payments claimed by SUBRECIPIENT for services rendered if SUBRECIPIENT fails to satisfactorily comply with any term or condition of this subaward.

Final payment will be withheld until satisfactory acceptance of the Final Report.

8. SUBRECIPIENT MONITORING

SUBRECIPIENT is a non-Federal entity receiving a subaward from a pass-through entity to carry out part of a federal award. SUBRECIPIENT performance will be monitored by DNR in compliance with [2 CFR 200.332](#).

SUBRECIPIENT will complete the following form(s): Financial Health Review (Exhibit E).

SUBRECIPIENT will participate in monitoring activities, which may include trainings, regular meetings, and in-person and/or virtual reviews of SUBRECIPIENT program operations. The results of SUBRECIPIENT monitoring may impact this subaward and may be considered in future applications for future DNR awards.

9. GRANT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this subaward.

SUBRECIPIENT Subaward Manager Information	AGENCY Subaward Manager Information
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<i>Phone:</i> <i>Email address:</i>	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> <i>Email address:</i>
SUBRECIPIENT Project Manager Information	AGENCY Project Manager Information
<i>Phone:</i> <i>Email address:</i>	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> <i>Email address:</i>

10. INSURANCE

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

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

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

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

Insurance Types & Limits: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

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

another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

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

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

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

Additional Provisions:

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

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

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

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

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

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

11. DEBARMENT OF SUBRECIPIENTS

SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

SUBRECIPIENT certifies that SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. SUBRECIPIENT shall complete Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

12. ASSURANCES

AGENCY and SUBRECIPIENT agree that all activity pursuant to this subaward will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

13. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this subaward. In the event of an inconsistency in this subaward, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit B
3. Washington State statutes and regulations.
4. Special terms and conditions as contained in this basic contract instrument.
5. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

14. STATE SUBCONTRACTS

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with SUBRECIPIENT responsible for the scope of work as identified within. If utilizing subcontractors to perform the

scope of work, SUBRECIPIENT is required to obtain subcontractors in compliance with [RCW 39.26](#).

15. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>. SUBRECIPIENT and all subcontractors shall report and confirm receipt of payments made to SUBRECIPIENT and each subcontractor through Access Equity. User guides and documentation related to SUBRECIPIENT and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from SUBRECIPIENT for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

SUBRECIPIENT shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to SUBRECIPIENT, unless otherwise specified in writing by DNR, except that SUBRECIPIENT shall mark as “Final” and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from SUBRECIPIENT or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from SUBRECIPIENT or system-generated messages to check or provide information in Access Equity; and (v) coordinate SUBRECIPIENT, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

SUBRECIPIENT is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. SUBRECIPIENTS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. SUBRECIPIENTS can access the

system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women’s Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the subaward, SUBRECIPIENT will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. SUBRECIPIENT will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both SUBRECIPIENTS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a SUBRECIPIENT that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

16. SUBCONTRACTOR INCLUSION PLAN

Any SUBRECIPIENT entering into a contract shall ensure that all subcontractors complete a Subcontractor Inclusion Plan (see Exhibit G).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. SUBRECIPIENT shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. SUBRECIPIENT shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business.

SUBRECIPIENT shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

17. ENTIRE AGREEMENT

This subaward, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

18. CONFORMANCE

If any provision of this subaward violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

19. APPROVAL

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SUBRECEPIENT NAME

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature *Date*

Signature *Date*

Name

Name

Title

Title

Address

Address

Telephone

Telephone

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

3. AMENDMENTS

This subaward may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTITRUST

The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

6. ASSIGNMENT

Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless

otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Subrecipient terminate this subaward if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Subrecipient in the procurement of, or performance under this subaward.

In the event this subaward is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of the subaward by the Subrecipient. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this subaward.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this subaward shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Subrecipient hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the subaward, but that incorporate pre-existing materials not produced under the subaward, Subrecipient hereby grants to the Agency a nonexclusive, royalty-

free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Subrecipient warrants and represents that Subrecipient has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

12. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the subaward.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
5. **OPPORTUNITY TO CURE:** Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this subaward include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CFR - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.ecfr.gov/>

DEBARMENT – An action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

EQUIPMENT – Products or materials having a fair market value of \$5,000 or more per unit and a useful life of over one year.

GOODS – Products, materials, supplies, or equipment provided by a Subrecipient

PURCHASE – The acquisition of goods or services, including the leasing or renting of goods.

RCW – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>.

SERVICES – Labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

SUBAWARD – An agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

SUBCONTRACTOR – One not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

SUBRECIPIENT – A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and
7. May be required to match or share costs of the program.

USEFUL LIFE - Useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless SUBRECIPIENT or subcontractor documents in writing some different period that the DNR agrees to in writing.

VENDOR – Individual, firm, organization, company or other entity offering products and/or services.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

17. DISPUTES

Except as otherwise provided in this subaward, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Subrecipient's name, address, and agreement number; and
 - Be mailed to the Agent and the other party's (respondent's) subaward manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this subaward shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

Environmental considerations do not apply to this subaward.

20. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker’s Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient’s bid, quotation and/or proposal submission, that Subrecipient does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

22. GOVERNING LAW

This subaward shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf.

DNR’s Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR’s commitment and the expectations for

contractors: www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf.

DNR’s Policy PO01-037 Harassment Prevention outlines DNR’s commitment and the expectations for

contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf.

24. INDEMNIFICATION

To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all

claims for injuries or death arising out of or resulting from the performance of the subaward. "Claim," as used in this subaward, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26. INDUSTRIAL INSURANCE COVERAGE

The Subrecipient shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Subrecipient fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Subrecipient the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Subrecipient to the accident fund from the amount payable to the Subrecipient by the Agency under this subaward and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Subrecipient.

27. INTERGRATION

The subaward contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the subaward shall be deemed to exist or to bind any of the parties hereto.

28. LICENSING, ACCREDITATION AND REGISTRATION

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

29. LIMITATION OF AUTHORITY

Only the Agent or Agent’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this subaward. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this subaward is not effective or binding unless made in writing and signed by the Agent.

30. NONDISCRIMINATION

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

31. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- a. Nondiscrimination Requirement. During the term of this Contract, Subrecipient, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, Subrecipient, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Subrecipient, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Subrecipient, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Subrecipient, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend Subrecipient, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that Subrecipient, including any subcontractor, is cooperating with the investigating state agency. In the event Subrecipient, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). Subrecipient or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Subrecipient, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to Subrecipient or subcontractor, or that thereafter become due, an amount for damages Subrecipient or subcontractor will owe DNR for default under this provision.

32. PRIVACY

Personal information including, but not limited to, “Protected Health Information,” collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees,

Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Subrecipient and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the subaward and the demand for return of all personal information. The Subrecipient agrees to indemnify and hold harmless the Agency for any damages related to the Subrecipient's unauthorized use of personal information.

33. PUBLICITY

The Subrecipient agrees to submit to the Agency all advertising and publicity matters relating to this subaward wherein the Agency's name is mentioned, or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

34. RECORDS MAINTENANCE

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this subaward and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subaward.

Subrecipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the subaward, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or subaward.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.

- c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - d. **RETURN:** The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.
2. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
 3. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
 4. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this subaward and prior to normal completion, the Agency may terminate the subaward under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

39. SEVERABILITY

The provisions of this subaward are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the subaward.

40. SITE SECURITY

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

Neither the Subrecipient nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this subaward without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Subrecipient to the Agency for any breach in the performance of the Subrecipient's duties. This clause does not include subawards of employment between the Subrecipient and personnel assigned to work under this subaward.

Additionally, the Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this subaward are carried forward to any subcontracts. Subrecipient and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

42. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

43. TERMINATION FOR CAUSE

In the event the Agency determines the Subrecipient has failed to comply with the conditions of this subaward in a timely manner, the Agency has the right to suspend or terminate this subaward. Before suspending or terminating the subaward, the Agency shall notify the Subrecipient in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the subaward may be terminated or suspended.

In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original subaward and the replacement or cover subaward and all administrative costs directly related to the replacement subaward, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by the Agency to terminate the subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this subaward, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this subaward, in whole or in part. If this subaward is so terminated, the Agency shall be liable only for payment required under the terms of this subaward for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

Upon termination of this subaward, the Agency, in addition to any other rights provided in this subaward, may require the Subrecipient to deliver to the Agency any property specifically produced or acquired for the performance of such part of this subaward as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Subrecipient shall:

1. Stop work under the subaward on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the subaward that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Subrecipient under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the subaward had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this subaward, which is in the possession of the Subrecipient and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.

2. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.
3. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
6. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the Subrecipient in writing and terminate the subaward according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

48. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this subaward unless stated to be such in writing and signed by authorized representative of the Agency.

49. WARRANTIES

Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT B

FEDERAL SUBAWARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL REGULATIONS

SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. SUBRECIPIENT and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- 2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- 3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
- 4) General procurement standards in §§ [200.318](#) through [200.327](#) of the Code of Federal Regulations.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

SUBRECIPIENT shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by SUBRECIPIENT under this subaward.
- Any right of copyright to which SUBRECIPIENT purchase(s) ownership with any federal contributions.

4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

SUBRECIPIENT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

“In accordance with federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- 2) Fax: (833) 256-1665 or (202) 690-7442; or*
- 3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

“This institution is an equal opportunity provider.”

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any

interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. LOBBYING AND LITIGATION

SUBRECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. SUBRECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by SUBRECIPIENT shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of federal programs are allowable. Legal expenses for prosecution of claims against the federal government are unallowable.

7. CERTIFICATION REGARDING LOBBYING

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. TRAFFICKING IN PERSONS

- 1) Provisions applicable to a subrecipient that is a private entity.
 - a. You as SUBRECIPIENT and your employees, may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. The federal awarding agency may unilaterally terminate this award, without penalty, if a SUBRECIPIENT that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 1. Associated with performance under this award; or
 2. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- 2) Provision applicable to a subrecipient other than a private entity. The federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to SUBRECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3) Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4) Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9. DRUG-FREE WORKPLACE

- 1) SUBRECIPIENT agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions SUBRECIPIENT will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify SUBRECIPIENT in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2) SUBRECIPIENT agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3) Without the federal Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4) SUBRECIPIENT agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after SUBRECIPIENT learns of the conviction.
- 5) Within 30 calendar days of learning about an employee's conviction, SUBRECIPIENT must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state or local health, law enforcement, or other appropriate agency.

10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

- 1) SUBRECIPIENT may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 2) SUBRECIPIENT must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 4) If DNR determines that SUBRECIPIENT is not in compliance with this award provision, it;
 - a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

11. ELIGIBLE WORKERS

SUBRECIPIENT shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). SUBRECIPIENT shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. FREEDOM OF INFORMATION ACT (FOIA)

Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

13. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by federal employees is banned: a) while driving a Government Owned Vehicle (GOV) or driving a Privately Owned Vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM

As a subrecipient of USDA financial assistance, you will comply with the following:

- 1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
- 2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
- 3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

SUBRECIPIENT is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- 1) procure or obtain, extend or renew a contract to procure or obtain;
- 2) enter into a contract (or extend or renew a contract) to procure; or
- 3) obtain the equipment, services or systems.

EXHIBIT C – 2024 UCF CFA PROJECT WORK PLAN TEMPLATE

Subrecipient Organization Name: _____

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: _____

Overview: [insert narrative based on submitted proposal]

Activity 1: Title and Description			
<i>Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.</i>			
Task	Deliverable	Completion Date	Estimated Cost
1.1. <i>Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.</i>	<i>Copy of survey developed (.pdf preferred). Documentation of payment to contractor for services rendered.</i>	<i>June 1, 2025</i>	<i>\$2,000</i>
1.2. <i>Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.</i>	<i>Report including: - Link to website where survey was posted and estimated number of respondents. - Copy of direct mail materials and number of households reached. - List of community events attended and approximate number of survey respondents.</i>	<i>June 1, 2025</i>	<i>\$4,580</i>
1.3.			\$
1.4.			\$
Activity 1 Total			<i>\$6,580</i>

Activity 2: Title and Description			
Example: City Urban Tree Inventory:			
<i>Update existing inventory data and collect new data throughout the city, via subcontractor.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>2.1. Consultant updates existing tree inventory data.</i>	<i>GIS data and excel export of updated tree inventory.</i>	<i>June 1, 2025</i>	<i>\$8,000</i>
<i>2.2. Consultants collect new point-based tree inventory data and performs data analysis.</i>	<i>GIS data and excel export of new inventory data; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$10,500</i>
<i>2.3. Consultant collects new inventory data using a sample-based approach.</i>	<i>GIS data and excel export; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$9,000</i>
<i>2.4.</i>			<i>\$</i>
Activity 2 Total			<i>\$27,500</i>

Activity 3: Title and Description			
Example: Purchase and install street trees and irrigation:			
<i>Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>3.1. Purchase and install irrigation to water new trees.</i>	<i>Receipt of irrigation supply purchase; At least 3 photos of irrigation system installation.</i>	<i>June 1, 2025</i>	<i>\$4,354.67</i>
<i>3.2. Purchase and install at least 35 new street trees. Trees to be at least 1.5” caliper.</i>	<i>Invoice of tree purchase with tree species listed; At least 2 photos of street trees being planted.</i>	<i>June 1, 2025</i>	<i>\$8,750</i>
<i>3.3. Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.</i>	<i>Receipt of supplies purchased showing actual costs.</i>	<i>June 1, 2025</i>	<i>\$800</i>
Activity 3 Total			<i>\$13,904.67</i>
Activities 1-3 Total			<i>\$47,984.67</i>

BUDGET TEMPLATE

Budget cannot exceed \$ _____. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$	\$	\$	\$	\$
Activity 2	\$	\$	\$	\$	\$
Activity 3	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Table 2. Cost by Line Item

Personnel and Benefits	
<i>Example: Project Manager (\$38.54/hr) Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports. Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2</i>	\$
Task(s)	\$
Task(s)	\$
Travel	
<i>Example: Travel Expenses Lodging and mileage (GSA standard rates). Tasks 3.1, 3.2, 3.3</i>	\$
Task(s)	\$
Task(s)	\$
Supplies	
<i>Example: Acme supplies and rental equipment Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies. Task 1.3</i>	\$
Task(s)	\$

EXHIBIT D – INVOICE TEMPLATE

INVOICE			
Agreement Number:			
Invoice Date:			
Invoice Number:			
From:	Subrecipient Organization Name (of PM) Subrecipient Project Manager Address Phone Email	To:	DNR Project Manager Washington State Department of Natural Resources 1111 Washington St SE Olympia, WA 98504-7013
	Brief description of costs included in this invoice period.	Cost Type	Cost
Task 1.1 Example: Tree Planting Event	Example: - Project Coordinator (25 hrs. x \$22 = \$550.00) - Hotel (3 nights; \$429.65; Receipt attached) - Mileage (50 miles x \$0.67 = \$33.50) - Name Tags (\$58.46; Receipt attached) - Seedlings (\$4,667.26; Receipt attached) - Set-up Crew (\$759.25; Receipt attached)	Personnel & Benefits	\$550.00
		Travel	\$161.15
		Supplies	\$4,725.72
		Contractual	\$759.25
Subtotal Task 1.1			\$6,196.12
Task 1.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 1.2			\$0.00
Task 1.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$

		Contractual	\$
Subtotal Task 1.3			\$0.00
Total Activity 1			\$6,196.12
Activity 2	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 2.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.1			\$0.00
Task 2.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.2			\$0.00
Task 2.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.3			\$0.00
Total Activity 2			\$0.00
Activity 3	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 3.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.1			\$0.00
Task 3.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.2			\$0.00

Task 3.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
		Subtotal Task 3.3	\$0.00
		Total Activity 3	\$0.00
		Total Activities 1-3	\$6,196.12

EXHIBIT E – FINANCIAL HEALTH REVIEW



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

FINANCIAL HEALTH REVIEW

The purpose of this checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend federal funds as a subrecipient. The responses to this checklist are used by Washington State Department of Natural Resources (DNR) to develop monitoring and technical assistance plans for subrecipients. Any 'No' response will not automatically disqualify your entity from receiving funds from DNR. These answers will inform our monitoring approach and technical support.

A representative from your organization must review and complete the form, certifying in the last section that they have read and understand items listed in this document. Return the completed form to the designated DNR contact.

SUBRECIPIENT INFORMATION			
Subrecipient Organization Name		Subaward Number	
Federal Fiscal Year		Federal Award Identification Number	
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) DECLARATION		YES	NO
1. In your organization's preceding completed fiscal year, did your business or organization receive (a) 80 percent or more of its annual gross revenues in U.S. federal contract, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		<input type="checkbox"/>	<input type="checkbox"/>
2. Does the public have access to information about the compensation of the executives in the your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?		<input type="checkbox"/>	<input type="checkbox"/>
LEGAL		YES	NO
1. My organization has never been suspended or debarred from participating in Federal assistance programs or activities as specified in Executive Orders 12549 and 12689 and 2 CFR part 180.		<input type="checkbox"/>	<input type="checkbox"/>
2. Is your organization currently, or at any point previously, involved in any civil or criminal suits?		<input type="checkbox"/>	<input type="checkbox"/>
SUBRECIPIENT MONITORING		YES	NO

SUBAWARD AGREEMENT NO. **Agreement**
number

1. My organization is aware that as a subrecipient, it must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations.	<input type="checkbox"/>	<input type="checkbox"/>
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FINANCIAL MANAGEMENT SYSTEMS	YES	NO
2. Responsible parties for my organization are familiar with the Office of Management and Budget's (OMB) Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants and subawards.	<input type="checkbox"/>	<input type="checkbox"/>
3. My organization's accounting systems and internal policies meet the following criteria as outlined in the most current version of 2 CFR Part 200 :		
a. Accurate, current, and complete disclosure of the financial results of each Agreement;	<input type="checkbox"/>	<input type="checkbox"/>
b. A procedure that identifies each funding source and establishes a separate control account for each funding source (separate checking accounts are not required);	<input type="checkbox"/>	<input type="checkbox"/>
c. A method for identifying the receipts and expenditures for each funding source separately from other funding sources, and accounting records that indicate this method is being effectively followed;	<input type="checkbox"/>	<input type="checkbox"/>
d. Effective control over and accountability for all funds, property, and other assets to assure that all assets are used solely for authorized purposes;	<input type="checkbox"/>	<input type="checkbox"/>
e. Comparison of actual with budgeted amounts for each Agreement;	<input type="checkbox"/>	<input type="checkbox"/>
f. Accounting record entries that are supported by source documentation; i.e., entries refer to subsidiary records and documents which support the entries, such as payroll and time records, vouchers, purchase orders, invoices, warrants, etc.;	<input type="checkbox"/>	<input type="checkbox"/>
g. A method for accumulating and recording expenditures by budget period and cost categories provided in the approved Agreement	<input type="checkbox"/>	<input type="checkbox"/>
h. A procedure for authorizing expenditures, signing checks and reconciling expenditures in a timely manner that ensures the integrity of the system.	<input type="checkbox"/>	<input type="checkbox"/>

POLICY AND PROCEDURES	YES	NO
4. My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the federal subaward. If no policy exists, does my organization adhere to Federal Government Travel rates and amounts. 5 U.S.C 5701-11	<input type="checkbox"/>	<input type="checkbox"/>
5. My organization maintains written procurement procedures that comply with federal procurement standards in 200.317 through 200.327 . The same procedures are followed whether the procurements are with federal grant funds or non-federal funds.	<input type="checkbox"/>	<input type="checkbox"/>
6. My organization maintains a property/inventory management system to track the location and value of equipment purchased with federal funds.	<input type="checkbox"/>	<input type="checkbox"/>
7. My organization maintains a written conflict of interest policy for its employees.	<input type="checkbox"/>	<input type="checkbox"/>

8. My organization retains, or will retain, all records related to this subaward for six years in accordance with the timeframes identified in the subaward document (Exhibit A, 34. Records Maintenance).	<input type="checkbox"/>	<input type="checkbox"/>
9. My organization maintains an internal policy and/or process to check the “Excluded Parties List” system for suspended or debarred sub-grantees and contractors, prior to award at https://www.sam.gov/ .	<input type="checkbox"/>	<input type="checkbox"/>

AUDIT REQUIREMENTS	YES	NO
10. For the fiscal year indicated above, my organization expended \$750,000 or more in federal funding, and is required to have a single audit conducted in accordance with 2 CFR 200.501 – Audit Requirements .	<input type="checkbox"/>	<input type="checkbox"/>
11. For the fiscal year indicated above, my organization expended less than \$750,000 in federal funding and is exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503 . My organization understands that records must be available for review or audit by appropriate officials of the federal agency, DNR, and Government Accountability Office (GAO).	<input type="checkbox"/>	<input type="checkbox"/>

ENTITY READINESS			
Is the entity new to operating or managing federal grant funds or state contracts (or has not done so in the past five years)?	No <input type="checkbox"/>		Yes <input type="checkbox"/>
Organizational knowledge/years of experience in administering similar awards or sub-awards	5+ years <input type="checkbox"/>	3-5 years <input type="checkbox"/>	< 3 years <input type="checkbox"/>
Proposed subrecipient agreement amount	< \$30,000 <input type="checkbox"/>	\$30,001-149,999 <input type="checkbox"/>	\$150,000+ <input type="checkbox"/>

ACKNOWLEDGEMENT	
I acknowledge that my organization has received this document and understands the financial management standards necessary to federal subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the DNR for clarification and that DNR staff are available to assist my organization.	
Signature:	Date:
Name:	Title:
Phone Number:	Email:

EXHIBIT F

AD-1048

OMB No. 0505-0027

Expiration Date: 09/30/2025



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

SUBAWARD AGREEMENT NO. **Agreement number**

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (REV 12/22)

EXHIBIT G – SUBCONTRACTOR INCLUSION PLAN
For Contractors Who Plan to Use Subcontractors to Perform the Contract

CONTRACT NUMBER:	
CONTRACTOR:	_____

Type/print full legal name of Contractor

INSTRUCTIONS

1. Contractors that intend to use Subcontractors for the above referenced Contract must complete Section 1 of this Subcontractor Inclusion Plan.
2. Section 2 – Provides instructions and information regarding who must submit this Subcontractor Inclusion Plan and what is required.
3. Section 3 – Provides information on definitions of the businesses as used in this Subcontractor Inclusion Plan.

SECTION 1: SUBCONTRACTOR INCLUSION PLAN

Contractor shall list the anticipated small/veteran/diverse business category goals for Subcontractor participation. Contractor may list any goal amount that they feel is appropriate and attainable for them. These are aspirational goals for Contractor’s use of small/veteran/diverse Subcontractors. if known, provide the name of each business in the appropriate category as they are listed in Washington’s Electronic Business Solution (WEBS).

SUBCONTRACTOR Category *AS DESCRIBED BELOW	ANTICIPATED % OF CONTRACT SPEND AMOUNT (DETERMINED BY THE CONTRACTOR)	ANTICIPATED SUBCONTRACTOR NAMES (LIST ALL IN THE APPROPRIATE BOX BELOW IF KNOWN)
MINORITY-OWNED BUSINESS (MBE)		
WOMAN-OWNED BUSINESS (WBE)		
CERTIFIED COMBINATION OWNED BUSINESS (CBE)		
CERTIFIED MINORITY WOMAN OWNED BUSINESS (MWBE)		
SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESS (SEDBE)		
VETERAN-OWNED BUSINESS (VOB)		

WASHINGTON SMALL BUSINESS (SB)		
<p>Contractor commits to a make a genuine effort to achieve the proposed subcontract spend amounts with small/veteran/diverse Subcontractors as stated above. Contractor will develop a comprehensive outreach strategy including outreach, education/mentorship, and process changes designed to increase participation by small/veteran/diverse businesses that are registered with the State of Washington in WEBS.</p>		
<p>_____ Contractor's Authorized Representative</p>		<p>_____ Date Signed</p>

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING SUBCONTRACTOR INCLUSION PLAN

1. Contractors who intend to use Subcontractors must complete the Subcontractor Inclusion Plan in the form set forth above. Contractors who do not submit a Subcontractor Inclusion Plan may be precluded from utilizing Subcontractors to perform the Contract.
 - Note: Subcontractor Inclusion Plan is NOT required if Contractor does NOT intend to use Subcontractors for this Contract.
2. As part of the Subcontractor Inclusion Plan, Contractor is encouraged to include an anticipated list of small/diverse Subcontractors who may assist the Contractor in fulfilling Contractor's contractual obligations. This list should identify any Subcontractors who are small/veteran/diverse businesses as defined below.
 - Note: The businesses included in the Subcontractor Inclusion Plan are listed as examples of businesses Contractor may use as Subcontractors and does NOT obligate Contractor to utilize those specific businesses in performing the Contract. Contractor will report performance and progress to DNR as set forth in the Contract and in annual contract management meetings.
3. If the proposed Subcontractors are self-identified diverse businesses, Contractor will encourage and support efforts for their certification with the appropriate Washington State agencies.
4. The small/veteran/diverse business goals set forth herein are voluntary. Contractors will not be in breach of this Contract if the Subcontractor Inclusion Plan has a zero small/veteran/diverse business participation amount. DNR, however, encourages Contractors to be proactive in engaging small/veteran/diverse business participation.
5. Contractors who utilize Subcontractors will meet with DNR annually regarding their small/veteran/diverse business inclusion goals set forth in their Subcontractor Inclusion Plan.

SECTION 3: SMALL/VETERAN/DIVERSE BUSINESSES DEFINITIONS

For purposes of the Contract, the below terms have the following meanings:

SUBAWARD AGREEMENT NO. **Agreement number**

BUSINESS CATEGORY	DEFINITION
Minority-Owned Business (MBE)	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business. See, RCW 39.19.120 and WAC 326-20 .
Woman-Owned Business (WBE)	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business. See, RCW 39.19.120 and WAC 326-20 .
Combination Owned Business (CBE)	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a business owned by women and minorities. See, RCW 39.19.120 and WAC 326-20 .
Minority Woman Owned Business (MWBE)	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a business owned by minority women. See, RCW 39.19.120 and WAC 326-20 .
Socially and Economically Disadvantaged Business (SEDBE)	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a business owned by minority who are found to be socially and economically disadvantaged on a case-by-case basis. See, RCW 39.19.120 and WAC 326-20 .
Veteran-Owned Business (VOB)	<p>Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, , RCW 43.60A.010(7) and RCW 43.60A.190. Such firms must meet four requirements:</p> <p>1. 51% Ownership. The firm must be at least fifty-one percent (51%) owned and controlled by:</p> <ul style="list-style-type: none"> (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. <p>2. Washington Incorporation/Location. The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.</p>

	<p>3. WEBS Certification. The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution (WEBS).</p> <p>4. WDVA Certification. The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses).</p>
<p>Washington Small Business (SB):</p>	<p>Limited to firms that meet the following three (3) requirements:</p> <p>1. Location. The firm’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.</p> <p>2. Size. The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm’s federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.</p> <p>3. WEBS Certification. Contractor must have certified its Washington Small Business status in Washington’s Electronic Business Solution (WEBS). See, RCW 39.26.010(22) and RCW 39.26.010(13).</p> <p>Washington Small Business also includes, Minibusinesses and Microbusinesses.</p> <p>Such firms just have a small ‘size’ requirement:</p> <ul style="list-style-type: none"> • Minibusiness Size Requirement: The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(17). • Microbusiness Size Requirement: The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(16).

2024 UCF CFA PROJECT WORK PLAN

Subrecipient Organization Name: City of Tukwila, Parks and Recreation

2024 Community Forestry Assistance Grant (Agreement Number Leave Blank)

Period of Performance: - 06/2027

Overview: Purpose & Goals

The Green Tukwila Restoration & Education project is humbly presented with the aim of maximizing strategic investment in Tukwila’s natural environment while providing vulnerable populations with opportunities for job training and development through partners. The project aims to save as much tree canopy in invasive areas as possible while providing on-the-job training to community members in need.

Scope of Activities

The Green Tukwila Restoration and Education project would provide for restoration and stewardship activities in Tukwila, Riverton, and Crystal Springs parks and Duwamish Hill Preserve. Said work would be accomplished through professional crews, adult training programs, a high school internship program, and youth refugee/immigrant training programs. All activities on site would focus on the preservation and stabilization of the current tree canopy/inventory through the removal of invasives, installation of tree survival rings and herbicides, and planting of secondary forest to replace the removed invasive species.

Activity 1: Green Jobs Training Program at Tukwila Park

Tukwila Parks and Recreation will contract with Partner in Employment (PIE), which works to guarantee the long-term economic stability of newly arrived refugees and immigrants in King County by providing tailored assistance in language acquisition, housing stabilization, workforce entry, and job training in higher-wage industries. In 2020, PIE realized they could help prepare immigrant and refugee youth & young adults to enter environmental fields by providing paid training in restoration and environmental science. Through grants, PIE established a Youth Restoration Training Crew (YRTC) active in Tukwila Park since 2020. DNR funding would ensure that PIE can remain a steward of Tukwila Park and continue their important work of removing ivy to protect the large tree evergreen canopy and planting new native trees.

Task	Deliverable	Completion Date	Estimated Cost
1.1 Tukwila Park Ecological Restoration (8 program weeks)	Summary report of restoration activities to include at least: <ul style="list-style-type: none"> – Description of work accomplished. – Square feet of total restoration with types of invasives removed – At least 4 sets of before and after photos – After action report (s) from subcontractor – Map showing the location of restoration work and invasive removal. – Invoices from subcontractor Invoicing allowed annually with deliverable: 2025, 2026 & 2027	April 2027	\$76,100
Activity 1 Total			\$76,100

Activity 2: Restoration Work at Riverton Park

The control area for Riverton Park will be along the park's “natural area”. An area that is about 20,000 square feet with a 0-35% south-facing slope leading to a seasonal dry creek. Currently, Riverton Park has a mature deciduous canopy with a few large conifers but is overrun with aggressive species such as Ivy (*Hedera helix*), blackberry (*Rubus Armenians*), and invasive trees such as laurel (*prunus spp.*) and holly (*Ilex aquifolium*). The primary goal of the project is to preserve the tree canopy and restore the successional trajectory of this dry-mesic conifer deciduous mixed forest. To do so, subcontractor will conduct initial restoration services annually using current industry standards and best management practices in vegetation management/control and native plant installation. The native plant pallet will include site-appropriate species, aligning with the conifer deciduous mix, such as Douglas fir (*Pseudotsuga menziesii*), big leaf maple (*Acer macrophyllum*), red alder (*Alnus rubra*), Western hemlock (*Tsuga heterophylla*) as well as site appropriate mid and understory species. A target of 350 native plants will be installed in the 15,000-square-foot restoration area.

Task	Deliverable	Completion Date	Estimated Cost
<p>2.1. Initial Restoration</p> <p>Initial restoration work providing control of aggressive invasive species. At least 15,000 square feet of invasive tree and understory plant removal</p>	<p>Report on activities to include:</p> <ul style="list-style-type: none"> - Description of work accomplished. - Square feet of total restoration with types of invasives removed - At least 4 sets of before and after photos - After action report (s) from subcontractor - Map showing location of restoration invasive removals - Invoices from subcontractor <p>Invoicing allowed annually with deliverable: 2025, 2026 & 2027</p>	<p>November 2026</p>	<p>\$32,771.24</p>
<p>2.2. Install 350 native trees and plants in the restoration area</p>	<p>Report on activities to include:</p> <ul style="list-style-type: none"> - Description of work accomplished. - Planting plan or list of trees and plants planted 	<p>November 2026</p>	<p>\$37,759.38</p>

<p>Plant species will support the reference dry-mesic conifer deciduous mixed forest.</p> <p>Planting plan or list of trees and plants to be approved by DNR before purchase.</p>	<p>by species with total numbers of each.</p> <ul style="list-style-type: none"> - At least 4 sets of before and after photos - After action report (s) from subcontractor - Invoices from subcontractor <p>Invoicing allowed annually with deliverables: 2025, 2026 & 2027</p>		
<p>2.3. Maintenance of Restoration Area</p> <p>Maintenance may include but is not limited to, micro weeding, mulching, and removing invasive trees, ground cover, and shrubs that may impact new plantings.</p>	<p>Report on activities to include:</p> <ul style="list-style-type: none"> - Description of work accomplished. - Square feet of total restoration with types of invasives removed - At least 2 sets of before and after photos - After action report (s) from subcontractor - Invoices from subcontractor <p>Invoicing allowed annually with deliverable: 2025, 2026 & 2027</p>	<p>May 2027</p>	<p>\$19,569.38</p>
Activity 2 Total			\$90,100

Activity 3: Green Jobs Training Program at Crystal Springs Park

Crystal Springs Park will serve as a training hub for Dirt Corps’ Job Training programs, providing a site for paid trainees to employ ecological restoration and urban forestry skills. Five Dirt Corps training programs comprising approximately ten people each will have the opportunity to work at Crystal Springs Park, providing up to 1,000 hours of onsite work to further enhance Tukwila Parks tree canopy enhancement goals and reforestation. The crew will remove invasive plants and replace with 700 native trees and 200 native shrubs and ground covers.

Task	Deliverable	Completion Date	Estimated Cost
<p>3.1. Crystal Springs Park Restoration initial control of aggressive invasive species. Planting 700 trees and 200 native shrubs and groundcovers.</p>	<p>Summary report of restoration activities to include at least:</p> <ul style="list-style-type: none"> – Description of work accomplished. – Square feet of total restoration with types of invasives removed – Planting plan or list of trees and plants planted by species with total numbers of each – At least 4 sets of before and after photos – After action report (s) from subcontractor – Map showing the location of restoration work, including invasive removal and planting – Invoices from subcontractor <p>Invoicing allowed annually with deliverable: 2025, 2026 & 2027</p>	<p>May 2027</p>	<p>\$100,050</p>
Activity 3 Total			\$100,050

Activity 4: Youth Green Crew (YGC), job training program in Tukwila Parks System.
 The Youth Green Crew: High School Internship collaborates with the City of Tukwila (Green Tukwila Program), Foster High School’s Environmental Science program, partner organizations, and community forest stewards.

Through hands-on training in the field, students will learn about the four-phase approach to environmental restoration, plant identification, tools, and how to run an event while building experience to aid in future jobs. The program will host up to 25 students annually, receiving a \$500 stipend for their work. The students will work at community restoration events in the Tukwila Parks System.

Task	Deliverable	Completion Date	Estimated Cost
4.1. Create, market and implement a paid green internship program for Tukwila residents aged 14-18, or still in High School, in the Tukwila Parks System Feb- May annually.	Summary report of activities to include at least: <ul style="list-style-type: none"> - Copies of marketing flyers and handouts used in the internship. - At least 4 photos depicting activities - Map showing location of restoration work, including invasive removal. - Sign-in sheets for all work parties indicating: <ul style="list-style-type: none"> - Date of work party - Number of students in attendance. - Student work hours - Staff, volunteers, and/or Tukwila School District representatives on-site at the time of work. - Recap of on-site education, focus of Himalayan Blackberry and Clematis removal. - Square footage and types of invasives removed. - Other restoration activities as needed. 	June 2027	\$45,750

	Invoicing allowed annually with deliverable: 2025, 2026 & 2027		
		Total Activity 4	\$45,750
		Activities 1-4 Total	\$312,000

BUDGET

Budget cannot exceed **\$312,000**. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$0	\$0	\$0	\$76,100	\$76,100
Activity 2	\$0	\$0	\$0	\$90,100	\$90,100
Activity 3	\$0	\$0	\$0	\$100,050	\$100,050
Activity 4	\$0	\$0	\$6,000	\$39,750	\$45,750
Total	\$0	\$0	\$6,000	\$306,000	\$312,000

Table 2. Cost by Line Item

Personnel and Benefits	
N/A	
Travel	
N/A	
Supplies	
<p>Activity 4: Supplies for Internship Program \$2,000 Annually, totaling \$6,000 by the end of May 2027 Annual breakdown: The annual supply budget for the Youth Green Crew will include but not be limited to tools, gloves, hats, t-shirts, and other safety equipment needed for the field.</p>	\$6,000
Contractual	
<p>Activity 1: Green Jobs Training Program at Tukwila Park, Partner in Employment All tasks associated with Activity 1.</p>	\$76,100
<p>Activity 2: Professional Crew Work at Riverton Park, EarthCorps All tasks associated with Activity 2.</p>	\$90,100
<p>Activity 3: Green Jobs Training Program at Crystal Springs Park All tasks associated with Activity 3.</p>	\$100,050
<p>Activity 4: Foster High School Internship at Duwamish Hill Preserve A local 501(c)3 non-profit will be contracted to be the payee to the students in the program, providing \$500 stipends to each student upon completion. May 2025, 2026, and 2027. \$12,500 will be paid in stipends, \$750.00 annually for admin fees.</p>	\$39,750
Total	\$312,000

The project described herein is located on public property or is open to public access. No grant funds can be used by SUBRECIPIENT to meet ordinary maintenance and operating expenses.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument and are in agreement with its content.

SUBRECIPIENT NAME

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

**Signature not required initially. Both
Project Managers will sign after
agreement execution.**

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>Name</i>		<i>Name</i>	
<i>Project Manager</i>		<i>Project Manager</i>	
<i>Title</i>		<i>Title</i>	
<i>Address</i>		1111 Washington Street SE MS 47013 Olympia, WA 98504-7013	
<i>Telephone</i>		<i>Telephone</i>	



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 **EarthCorps**, hereinafter referred to as “the Contractor,” whose principal office is located at **6310 NE 74th Street Suite 201E, Seattle, WA 98115**.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$90,100** at the rate **described in Exhibit A**.
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 **March 1, 2025**, and ending **June 30, 2027**, 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 28th day of January, 2025.

**** 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

City of Tukwila – Riverton Park Estimate



December 2023

Prepared for:

Olena Perry
Volunteers & Stewardship
Tukwila Parks & Recreation
Olena.Perry@TukwilaWa.Gov

Prepared by:

Whitney Bowman
EarthCorps
Field Director
6310 NE 74th St, Suite 201E
Seattle, WA 98115
www.earthcorps.org

EarthCorps
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Proposed Approach and Budget

Project Overview

EarthCorps and the City of Tukwila will partner to restore Riverton Park's natural area. Funding for this opportunity will be through a WA DNR Forestry Grant, which the City of Tukwila will hold and manage. Riverton Park is currently stewarded by the City of Tukwila, volunteers, and other local restoration groups. EarthCorps will expand upon previous restoration conducted by volunteers and Dirt Corps.

Detailed Approach

The control area for Riverton Park will be along the parks "natural area". An area that is about 20,000 square feet with a 0-35% south-facing slope leading to a seasonal dry creek. Currently Riverton Park has mature deciduous canopy with a few large conifers but is overrun with aggressive species such as Ivy (*Hedera helix*), blackberry (*Rubus aermeniacus*), and invasive trees such as laurel (*prunus spp.*) and holly (*Ilex aquifolium*). The primary goal for the project is to preserve tree canopy and restore the successional trajectory of this dry-mesic conifer deciduous mixed forest. To do so EarthCorps will conduct initial restoration services using current industry standard best management practices in vegetation management/control and native plant installation.

Objective 1:

Phase 1 Initial Restoration

- Vegetation management/control
 - Control aggressive invasive species utilizing mechanical, chemical and manual control techniques.
 - Priority target will be tree and shrub preservation by control and removal of tree ivy
 - Deliverable: ~ 20,000 square feet of initial restoration

Objective 2 Native plant installation

- Install native plants throughout the ~20,000 square foot restoration area
 - Plant species will support the reference the dry-mesic conifer deciduous mixed forest such as:
 - Trees: Douglas Fir (*Pseudotsuga menziesii*), Wester Red Cedar (*Thuja plicata*), Hemlock (*Tsuga deterophylla*) and Bigleaf Maple (*Acer macrophyllum*)
 - Shrub: Dwarf Orgeon Grap (*mahonia aquifolium*), Salal (*Gaultheria shallon*), Red flowering current (*Ribes sanguineum*) and Ocean Spray (*Holodiscus discolor*) and vine maple (*Acer circinatum*)
 - Herbaceous/ground: Sword fern (*Polystichum munitum*)& bracken fern

(*Pteridium aquilinum*)

- Deliverable: 2,300 native plants
- Objective 3 Maintenance
 - Maintain the restoration area through continued vegetation management and native plant support as needed
 - Native plant support can include the removal of invasive regrowth or watering
 - Deliverable: maintenance of ~20,000sqft

EarthCorps will provide for the following EarthCorps Crews and Staff:

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

The City of Tukwila will provide the following

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

Estimated Timeline

Year	Activity	# of crew days	Notes
2024-2025	Objective 1: Initial Restoration	6	
	Objective 2: Planting	1	Tree planting
2025-2026	Objective 1: Initial	6	Control around trees
	Objective 2: Planting	7	Shrub and ground
2026-2027	Objective: 3 Maintenance	6	Native plant support and vegetation control

Budget Break Down:

Narrative Scope of Work:						
Southgate Park: 11 acre park 0-50% slope with depression in center. Dry-mesic conifer deciduous forest. Creek runs through east corner of property. Dominant invasive species: Ivy & blackberry. Target Ivy trees						
		Dates and Crew Name	# Crew Days or PM Hours	Daily or Hourly Rate	Materials Cost	Subtotals
Task 1: initial restoration						
Days in field:			26	\$ 2,125.00		\$ 55,250.00
Project Management			52	\$ 135.00		\$ 7,020.00
Field Specialist	Materials coordination		21	\$ 80.00		\$ 1,680.00
Materials	Plants	Includes delivery \$3.50-4/plant			\$ 14,500.00	\$ 14,500.00
	Herbicide				\$ 259.00	\$ 259.00
	Watering 12x/year				\$ 1,500.00	\$ 1,500.00
						\$ 80,209.00
Crew Labor						\$ 55,250.00
Project Management						\$ 7,020.00
Field Specialist						\$ 1,680.00
Materials						\$ 16,259.00
Subtotal						\$ 80,209.00
Materials & Handling Fee						\$ 1,625.70
TOTAL FEE						\$ 81,834.70
Sales Tax:	10.1%	Location Code: 1729				\$ 8,265.30
TOTAL PAYABLE						\$ 90,100.00

Organizational Profile

EarthCorps Background

EarthCorps is a non-profit organization founded in 1993 with a mission to develop leaders to strengthen community and restore the health of our environment. EarthCorps provides a year-long intensive program for young adults from the US and 80 other countries to learn best practices in

community-based environmental restoration and develop their leadership skills as they supervise 10,000 volunteers each year.

Local Restoration

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

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



City of Tukwila

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 **Partner in Employment**, hereinafter referred to as “the Contractor,” whose principal office is located at **21400 International Blvd Suite 302, SeaTac, WA 98198**.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$76,100** at the rate **described in Exhibit A**.
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 **March 1, 2025**, and ending **June 30, 2027**, 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.
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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 28th day of January, 2025.

**** 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



2025 – 2027 Partner in Employment Work Plan

Organization Background:

Partner in Employment (PIE) is a 501(c)3 non-profit organization that aims to address the challenges of employment among refugees and immigrants in Washington. PIE’s staff, board members, and volunteers bring a deep understanding of the diverse needs of South King County’s new communities.

Thanks to the hard work of our diverse faculty, and philanthropic efforts of our donors, we are able to create livable wage employment opportunities for immigrants and refugees in Washington State. By providing in-language, culturally-competent program designs that responsively support the goals of each client, we are able to build sustainable self-reliance in the immigrant and refugee community.

Program Background:

Partner in Employment’s Restoration Training Crew (PIE Crew) provides green jobs training for immigrant and refugee youth and young adults. While in the program participants earn a stipend while completing restoration projects in city parks, receive environmental education and learn about environmental careers by meeting with professionals.

PIE Crew:

PIE Crew consists of 10-15 members and a minimum of two leads. PIE Crew complete projects that physically improve the natural environment such as invasive species removal, native plant installations, and maintenance.

Crew hours vary by season. For the Spring/Fall/Winter, crew hours are Monday – Friday from 3:00pm-6:00pm, and some weekends. For the Summer, crew hours are Monday – Friday from 10:00am-3:00pm.

Project Overview

Partner in Employment shall provide job training programming for 45 participants, including recruitment, training, and educational opportunities. Case managers will recruit from Partner in Employment’s community of clients and partner organizations and can speak with families in their native languages to provide programming information.

Participants will be trained in technical field skills including weed species removal, tool and body safety, planting techniques (during planting season), proper disposal or composting of organic matter, plant identification, etc. Participants will practice these skills by completing restoration projects at Tukwila Park.

Programming will include educational field trips and outdoor recreation opportunities to provide space for building connections and comfort in the outdoors. Environmental education curriculum provided by PIE staff and guest speakers will include: the why’s of restoration, importance of urban forests, ecosystems and habitats, traditional ecological knowledge, salmon life cycle, and more. Additional skills such as planting plan creation, and other survey and monitoring techniques may be included. Job skills topics will include: resumes and cover letters, job searches, interviews, workers' rights, team building, and professionalism.

Program outcomes for each participant will include mastery of technical restoration skills, completion of a resume, and reflection on future career goals and next steps.

Timeline

Partner in Employment with the support of Tukwila Parks and Recreation will run 4 weeks of programming per year at Tukwila Park.

There will be three cohorts per year (Spring, Summer, Fall) and 10 – 15 participants per cohort, each completing 20 - 30 hours of programming per week.

Year	Q1	Q2 - Spring	Q3 - Summer	Q4 - Fall
2025	Program Planning, Curriculum Development, and Participant Recruitment	Invasive Removal & Maintenance	n/a	n/a
2026	Program Planning, Curriculum Development, and Participant Recruitment	n/a	Invasive Removal & Maintenance	Programming Completed
2027	Reporting	n/a	n/a	n/a

Budget

Expenses related to Partner in Employment’s Restoration Training Crew includes staffing, equipment & supplies, transportation & other support services, professional services, field trips, organizational overhead and paying stipends to participants in the job training program.

SPRING/FALL	Rate	Total Hours & Miles	Subtotal
Program Manager	\$39.75	160	\$6,360.00
Crew Lead	\$30.00	100	\$3,000.00
Assistant Crew Lead	\$25.00	100	\$2,500.00
Youth Engagement Intern	\$21.00	100	\$2,100.00
Youth Stipends	\$19.06	800	\$15,248.00
Supplies			\$2,842.34
Rentals			\$480.00
Mileage	\$0.670	400	\$268.00
Overhead	10%		\$3,279.83
Total			\$36,078.17
SUMMER	Rate	Total Hours & Miles	Subtotal
Program Manager	\$39.60	100	\$3,960.00
Crew Lead	\$30.00	100	\$3,000.00
Assistant Crew Lead	\$25.00	100	\$2,500.00
Youth Engagement Intern	\$21.00	100	\$2,100.00
Youth Stipends	\$19.06	1200	\$22,872.00
Supplies			\$1,683.48
Rentals			\$-
Mileage	\$0.670	400	\$268.00
Overhead	10%		\$3,638.35
Total			\$40,021.83

TOTAL 2025 - 2027	\$76,100.00
--------------------------	--------------------



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 **DirtCorps**, hereinafter referred to as “the Contractor,” whose principal office is located at **8001 14th Ave NE Suite A, Seattle, WA 98115**.

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

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

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

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit A attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$100,050** at the rate **described in Exhibit A**.
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 **March 1, 2025**, and ending **June 30, 2027**, 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,
CA Revised May 2020

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 28th day of January, 2025.

**** 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



The DIRT Corps
 (206) 250-9285
 Roseann@thedirtcorp.com
 8001 14th Ave NE Suite A
 Seattle, WA 98115

Date: 1/3/2024
 Bill to: **Tukwila Parks and Recreation**
 Site: **Crystal Springs Park**
 2024-2027

Scope of Work: Crystal Springs professional and training crews. Manual and Chemical weed removal, planting and maintenance.

Labor		Rate	Amount
Project Management, Ecologist, Educator	40	\$ 150.00	6000
Crew Lead / Instructor: 27 days (+ outreach, recruitment)	215	\$ 85.00	18275
Crew labor (steep slopes, herbicide): 12 days	384	\$ 68.00	26112
Training Crew labor (Veg management, Planting): 12 days	336	\$ 60.00	20160
Labor Subtotal:			\$ 70,547.00

Supplies & Materials	Quantity	Price each	Amount
Materials: 700 trees, 200 understory shrubs, herbicide, delivery and procurement	1	\$ 11,937.00	\$ 11,937.00
Supplies & Materials Subtotal:			\$ 11,937.00

Project Subtotal		\$ 82,484.00
Admin and reporting 10%		\$ 8,305.47
	Invoice Subtotal	\$ 90,789.47
	<i>Tax Rate</i>	10.20%
	Sales Tax	\$ 9,260.53
	ESTIMATE INVOICE TOTAL	\$ 100,050.00

The DIRT Corps	Roseann Barnhill The DIRT Corps Signature/Date:
Client	Printed Name/Date: [name of project if applicable] Signature/Date: