



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: David Rosen, Parks & Recreation Fiscal Analyst

DATE: January 27, 2025

SUBJECT: Grant Agreement & Contract Approval:
King County Improving Indoor Air through Forestry Grant

ISSUE

The Tukwila Parks & Recreation Department has been awarded a \$100,000 no-match reimbursement grant through the King County Improving Indoor Air through Forestry (IIAF) Program. Acceptance of this grant and approval of a contract to be awarded using its funds requires council approval before both agreements may be executed by the Mayor.

BACKGROUND

The Grant Opportunity

In December of 2024, City of Tukwila staff were made aware of grants being offered by King County for urban forestry projects located within five (5) miles of SeaTac and/or King County International Airports, with priority being given to projects planting coniferous trees that would provide air quality improvements for communities affected by the local air traffic. The Tukwila Parks & Recreation Department began preparing a grant proposal at that time, with submission of the proposal being made on December 13th and award notification being received on January 22nd, 2025.

The Need at Southgate Park

Southgate Park is an approximately 9.38-acre urban forest park, bisected by 40th Avenue S at its 13400 block, within the Riverton residential neighborhood. It is encapsulated by King County Parcels 7340601011 and 7340601026. From center of property to center of property, Southgate Park is located approximately 3.47 miles from King County International Airport and 2.54 miles from SeaTac International Airport. The Riverton neighborhood itself measures at a 10 out of 10 (Worst score possible) per the Washington State Department of Health’s Environmental Health Disparities Map with a 10 rating in Diesel Exhaust PM2.5 Emissions, Proximity to Heavy Traffic Roadways and other measured statistics as well. Lastly, per the Green Tukwila 20-Year Stewardship Plan (Adopted in March 2017 via Resolution 1906), the entirety of Southgate Park is ranked as a “Tree-iage” category 6 which indicates a medium habitat composition paired with a high invasive species threat where native trees are under threat by invasives such as English Ivy, Knotweed, and Himalayan Blackberry. Southgate Park and its surrounding areas have a demonstrated need for supporting critical tree canopy provided by the urban forest that the park itself provides.

DISCUSSION

The City of Tukwila Parks & Recreation Department’s awarded proposal is for Southgate Park Restoration Phase 2. Phase 1 Restoration is already underway on location, with initial restoration work including herbicidal application, survival ring creation, and removal of invasive flora, with the priority of saving the current tree canopy on site. As of early December 2024, Phase 1 has cleared 13,700 square feet of invasives and plans to clear another 6,300 square feet before project completion, it has also installed 317 survival rings, and treated 539 stems of Laurel, English Hawthorne, and Holly plants.

Restoration Phase 2 totals \$100,000 in spending, exclusively via this grant, and would include additional restoration efforts to include survival ring installation, blackberry brush cutting for eventual herbicidal treatment, manual removal of ivy, and continued maintenance work of areas covered by Phase 1. Phase 2 restoration areas are estimated to include about two acres, which, when combined with Phase 1, would bring about 2.5 acres of urban forest at Southgate Park into restoration status and under continuous care. Restoration Phase 2 would also include the planting of approximately 600 coniferous trees to include species such as Douglas Fir, Western Red Cedar, Hemlock, White Pines or Shore Pines, Sitka Spruce, Pacific Yew, and Grand Fir. This work is proposed to be completed via a Contract for Services with the restoration firm EarthCorps, who is the firm currently providing Phase 1 restoration services as well. Per the grant agreement, work must be concluded by June 30, 2025. Restoration Phase 2 is proposed to be within the approximate area shown below:



Approximate Southgate Park Restoration Phase 2 Service & Planting Area

FINANCIAL IMPACT

This is a reimbursement grant, wherein the City of Tukwila will receive reimbursement from King County 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 an end-of-year budget amendment for FY25 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 proposed contract for services to the February 24th Special Meeting Consent Agenda for final approval.

ATTACHMENTS

A --- Proposed Urban Forestry Services Grant Agreement Template

B --- Proposed Contract for Services + Exhibits: EarthCorps Southgate Park Restoration Phase 2

**SERVICES AGREEMENT BETWEEN CITY OF TUKWILA
AND KING COUNTY TO FUND SERVICES REGARDING
URBAN FORESTRY FOR INDOOR AIR QUALITY**

This Services Agreement Between the City of Tukwila and King County to Fund Services Regarding a Decarbonization Navigator Platform (“Agreement”) is entered into between **City of Tukwila**, a political subdivision of the State of Washington, and **King County**, a political subdivision of the state of Washington, primarily located at 201 S. Jackson, Suite 701, Seattle, WA 98104.

WHEREAS, City of Tukwila has an urban forestry program with projects planned in 2025; and

WHEREAS, King County is facilitating programs in order to improve indoor air quality in South King County; and

WHEREAS, select funding for these programs, including the funding anticipated for and by way of this Agreement, is being provided to King County by the State of Washington, Department of Ecology (“Ecology”), by way of an Interagency Agreement entered into by and between King County and Ecology; and

WHEREAS, some urban forestry projects can improve air quality generally and contribute to indoor air quality improvements; and

WHEREAS, King County and City of Tukwila (collectively, the “Parties”) recognize that collaboration offers an opportunity to improve the air quality in South King County through urban forestry projects; and

WHEREAS, the Parties enter into this Agreement based on the understanding of the Parties set forth below; and

NOW, THEREFORE, City of Tukwila and King County mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

The purpose of this Agreement is for King County to engage in a collaboration with and provide the financial compensation necessary for City of Tukwila to complete the attached work plan to improve indoor air quality in South King County (“Project”) in 2025. In addition to the duties of the Parties outlined below, Special Terms and Conditions are attached to this Agreement as Appendix A and incorporated by reference herein.

A. Duties of King County

1. King County shall assist City of Tukwila in developing and finalizing scopes of work with contractors to fulfil the Agreement, if such review is requested by City of Tukwila.
2. King County shall be available to consult with City of Tukwila on questions related to the Agreement or fulfilment of the work plan, if requested by City of Tukwila.

B. Duties of City of Tukwila

1. City of Tukwila shall use the funding provided by King County to complete the work plan attached to the Agreement under Appendix B.
 2. City of Tukwila shall act as project manager for, and conduct all contracting responsibilities with, contractors retained to complete services to fulfill the Agreement. City of Tukwila shall comply with all laws governing municipal contracting for services of the type sought.
 3. City of Tukwila shall consult with King County on implementation of the attached work plan, if requested by King County.
 4. City of Tukwila shall consult with King County to support King County completing its Cultural Resources Review with the Washington State Department of Ecology on the Project.
 5. City of Tukwila shall provide the King County Project Manager (identified in Section 4, below) with final documentation of project completion no later than July 31, 2025.
2. **Compensation.** The total amount paid by King County for satisfactory performance of the work under this Agreement may not exceed \$100,000.00. City of Tukwila shall submit to King County a monthly invoice outlining the work completed during that billing period by the City of Tukwila. Appropriate documentation, including that of expenses incurred, progress reports or draft deliverables if appropriate from the City of Tukwila and its contractors, must be included with each invoice. Invoices shall be submitted to Nicole Sanders, Building Decarbonization Program Manager. King County shall pay each invoice from the City of Tukwila within thirty days of submittal.
3. **Term.** The effective date of this Agreement is upon signature by all parties below (“Effective Date”). No payments in advance or in anticipation of goods or services to be provided under this Agreement may be made by King County. Any costs incurred prior to the Effective Date of this contract will be at the sole expense and risk of the City of Tukwila. The City of Tukwila shall not seek any compensation from King County under this Agreement for

work completed after **June 30, 2025**. A final invoice for this work shall be submitted no later than **June 30, 2025**. The termination date of this Agreement is July 31, 2025.

4. **Communications.** The following persons are the contact person for all communications regarding the performance of this Agreement:

King County	City of Tukwila
Project Manager: Nicole Sanders	Project Manager: Olena Perry
Address: 201 South Jackson, Suite 701 Seattle, WA 98104	Address: 12424 42 nd Ave S. Tukwila, WA 98168
Phone: 206-477-2680	Phone: (206) 767-2315
E-mail address: nicsanders@kingcounty.gov	E-mail address: olena.perry@tukwilawa.gov

5. **Changes.** The Parties may, from time to time, desire changes in the scope of services performed under this Agreement. No change to this Agreement is effective unless made as a written amendment, agreed and signed by both parties.

6. **Early Termination.** Either party may terminate this Agreement at any time for convenience by giving a 30-day written notice of such termination and by specifying the effective date of the termination; provided that the termination must be preceded by a meeting between King County and City of Tukwila. Upon termination of this Agreement, King County, in addition to any other rights provided in this Agreement, may require City of Tukwila to deliver to King County any property specifically produced or acquired as a result of City of Tukwila funding. If King County terminates this Agreement for convenience, then it is responsible to reimburse City of Tukwila for the costs it has incurred or are claimed by its contractors that are attributable to work conducted to fulfill the Agreement up to the date of termination. King County and City of Tukwila shall confer and reach agreement to the amount owed by King County if King County terminates this Agreement for convenience.

7. **Subcontracting.** With the exception of contractors retained to complete the work plan attached to this Agreement, neither party, nor any subcontractor of either party, may enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of King County. In no event does the existence of any subcontract operate to release or reduce the liability of City of Tukwila to King County for any breach in the performance of City of Tukwila’s duties.

Regarding subcontractors retained by City of Tukwila to complete the work plan attached to this Agreement, City of Tukwila shall provide to King County the identity of all subcontractors, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. City of Tukwila shall also identify whether each subcontractor is certified with OMWBE, WA Veterans, or is

a WA small business. This information shall be provided to King County a minimum of ten (10) days prior to a given subcontractor starting work.

8. **Availability Of Funds.** Funds may not be presently available for this Agreement, but are anticipated. Funding is anticipated to be provided to King County from Ecology, by way of the Climate Commitment Act. The Parties' obligations under this Agreement are contingent upon the availability of receipt of funds. No legal liability on the part of King County for any payments may arise until funds are made available to King County for this Agreement and until City of Tukwila receives notice of such availability, to be confirmed in writing by King County.

9. **Records.** The Parties shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, Ecology, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. Ecology, the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

10. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by Ecology. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights. City of Tukwila data shall not be sold or used for for-profit endeavors by King County.

11. **Nondiscrimination.** King County Code ("KCC") Chapters 12.16 through 12.19 apply to this Agreement and are incorporated by this reference as though fully set forth herein. City of Tukwila and its subcontractors retained to complete the work plan attached to this Agreement, if any, shall not, on the grounds of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age, except minimum age and retirement provisions and unless based upon a bona fide occupational qualification, exclude any person from participation in, or deny any person the benefits of, the work described by way of the attached work plan.

12. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

13. **Indemnification.** Each party to this Agreement is responsible for its own acts and/or omissions, and those of its officers, employees, agents and subcontractors.

14. **Compliance with All Laws and Regulations.** Each party shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

City of Tukwila

KING COUNTY

By: _____
Thomas McLeod
Mayor

By: _____
Marissa Aho
Director, King County Executive
Climate Office

Date: _____

Date: _____

APPENDIX A

SPECIAL TERMS AND CONDITIONS

1) Archaeological And Cultural Resources

City of Tukwila shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

City of Tukwila must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

City of Tukwila shall:

- a) If required by King County, contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
 - For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds, as required by applicable state and federal requirements.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

City of Tukwila shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
 - Notify King County.

- d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY and King County.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

2) Climate Commitment Act Branding

This contract is supported with funding from Washington’s Climate Commitment Act (CCA). The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [Home | Climate \(wa.gov\)](https://www.wa.gov/home).

Department of Ecology received funding from Washington’s Climate Commitment Act (CCA) for the work under this contract. To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent logo branding and funding acknowledgments are used in all communications and included in funding agreements and contracts.

The “Climate Commitment Act” logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The logo branding and funding acknowledgments requirements apply to all contractors, subcontractors, service providers, and others who assist the CONTRACTOR in implementing this contract. CONTRACTOR is to contact ECOLOGY if unsure about how to apply CCA requirements to the work under this contract.

For details on the CCA requirements review the below document:



3) Subcontractor Payment Reporting Requirements – Access Equity

This Agreement is subject to compliance tracking of subcontractor(s) spend 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 (OMWBE) at <https://omwbe.diversitycompliance.com/>. All Subcontractor(s) shall report and

confirm receipt of payments made to it through Access Equity and may contact OMWBE at [Access Equity Help Center | Office of Minority and Women's Business Enterprises](#) for technical assistance in using the Access Equity system. User guides and documentation related to Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Department of Ecology reserves the right to withhold payments for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Project, at any tier and regardless of status as certified WMBE or Non-WMBE.

Per this Agreement, the City of Tukwila is considered a Subcontractor to King County's contract with Ecology and as such shall:

- i. register in Access Equity and complete the required user training (two (2) one-hour online sessions).
- ii. verify the amount and date of receipt of each payment from King County 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 the Contractor or system-generated messages to check or provide information in Access Equity; and
- v. coordinate with Contractor, or Ecology when necessary, to resolve promptly any discrepancies between reported and received payments.
- vi. require all lower tier Subcontractors to comply with these same provisions if requested by King County or Ecology.

APPENDIX B WORK PLAN

1. Project Description

Funding awarded via this proposal would support Southgate Park Restoration Phase 2. Phase 1 is currently underway with initial restoration work including herbicidal application, survival ring creation, and removal of invasive flora, with the priority of saving the current tree canopy on site. To date, Phase 1 has cleared 13,700 square feet of invasives and plans to clear another 6,300 square feet before project completion, it has also installed 317 survival rings, and treated 539 stems of Laurel, English Hawthorne, and Holly plants. This clearance creates a unique opportunity for the funding provided via this proposal to support immediate plantings of significant square footage within Southgate Park during the critical growing season.

Restoration Phase 2 would include additional restoration efforts to include survival ring installation, blackberry brush cutting for eventual herbicidal treatment, manual removal of ivy, and continued maintenance work of areas covered by Phase 1. Phase 2 restoration areas are estimated to include about two acres, which, when combined with Phase 1, would bring about 2.5 acres of urban forest at Southgate Park into restoration status and under continuous care. Restoration Phase 2 would also include the planting of approximately 600 2–5-gallon trees. Trees of this size were chosen in consultation with our restoration partner, as it was determined that watering of new plantings would be problematic given current site access, necessary permitting, and contractor safety due to road configurations adjacent to the site. To maintain flexibility to spend granted dollars within the timeframe allotted, larger plant stock allows the plants a head start for viability as additional funding is sought by the City of Tukwila and its partners. Per our partner, the main tree planting focus will be coniferous species to include:

- Douglas Fir
- Western Red Cedar
- Hemlock
- White Pines or Shore Pines
- Sitka Spruce
- Pacific Yew
- Grand Fir

Additionally, some regenerative deciduous trees may be included to incorporate age diversity into the current stand of alders, cotton woods, maples, and other trees currently found on site.

Concerning future supportive funding for plantings, our restoration partner is preparing plans for future recommendations at Southgate Park at this time and is seeking funding through an application with American Forests. The City of Tukwila also has King County Parks Levy funding that can be used to support future plantings and maintenance of proposed plantings. Restoration Phase 1 also includes creation of a vegetation management plan that will also assist the City of Tukwila and its partners in deployment of these efforts as well as grant seeking.

2. Service Area Description

Southgate Park is an approximately 9.38-acre urban forest park, bisected by 40th Avenue S at its 13400 block, within the City of Tukwila's Riverton residential neighborhood. It is encapsulated by King County Parcels 7340601011 and 7340601026. From center of property to center of property, Southgate Park is located approximately 3.47 miles from King County International Airport and 2.54 miles from SeaTac International Airport. Southgate Park is located within census tract 53033027200, which per the Washington State Department of Health Environmental Disparities V2.0 map, ranks a 10 out of 10 in overall score, as well as a 10 out of 10 for environmental exposures and environmental effects. Measuring a ¼-mile radius around Southgate Park, we identify approximately 302 residential parcels with the current use descriptions per the King County Parcel Viewer:

- 285 single-family residential (285 households)
- 7 duplex, triplex, or 4-plexes (17 households)
- 4 apartment complexes (115 households)
- 3 mobile home lots and 1 mobile home park (22 households)
- 2 hotel/motels (85 rooms)
- 1 Condominium complex (62 households)

Excluding the two hotel/motels, this ¼-mile radius contains approximately 501 households, and, per the 2018-2022 US Census Bureau American Community Survey estimates, the City of Tukwila averages 2.64 persons per household, indicating about 1,333 people are living within a ¼-mile of Southgate Park and this project's serviced urban forest.

There are several additional considerations for this ¼-mile radius to include. First, we identify at least five daycares within this radius. Second, one of the two hotel/motels within this ¼-mile radius is currently providing assistance to transient, immigrant, and refugee populations in coordination with the City of Tukwila and have been doing so for the entirety of 2024. Third, another city park, Riverton Park, lies within this radius, this park provides a youth play area, walking loop for patrons, and includes a community garden as well.

Finally, outside of the ¼-mile radius of Southgate Park but within a ½-mile radius are multiple schools (Foster High School, Showalter Middle School, and Cascade View Elementary School) as, a youth activity center in the Tukwila Pool (Run by the Tukwila Pool Metropolitan Park District), and a critical service delivery center in the Tukwila Pantry Food Bank. For reference, the closest community center to Southgate Park is the Tukwila Community Center, located about two-thirds of a mile away.

In summary, Southgate Park's urban forest supports air and water quality for a moderately heavy residential area that contains multiple housing types spanning the socio-economic spectrum and other critical educational and recreational assets within the City of Tukwila.

3. Program Funding

All Improving Indoor Air through Forestry (IIAF) funds must be fully expended by June 30, 2025, and invoiced to King County. Administration charges cannot exceed 12 percent of the total award.

Table 1. Budget		
	Expenditures	IIAF Funding
1	Project Implementation <i>Planting materials, installation, planting staff or contractors, site prep.</i>	\$100,000
2	Administration <i>Includes administrative personnel, fringe, and indirect costs.</i>	\$0
	Total	\$100,000

4. Current Funding and Future Plans

The City of Tukwila currently has no other funding on hand to support coniferous tree planting within Southgate Park. Additionally, while there is funding on hand that is supporting initial restoration efforts in the area, said work will most likely be completed before execution of this project agreement.

In the event some overage of funding was obtained that allowed for any such offset, a proposed secondary site for funding would be Codiga Park located on the banks of the Duwamish River at 12535 50th Place South in Tukwila. Codiga Park is within the Allentown residential neighborhood, is located approximately 3.12 miles from King County International Airport and 3.31 miles from SeaTac International Airport, and includes shoreline identified as priority segments for projects by Water Resource Inventory Area 9 (WRIA 9) for streamside trees in the interest of salmon habitat and safe passage.

5. Climate Commitment Act (CCA) Acknowledgement Plan

The City of Tukwila proposes the following CCA Acknowledgement Plan:

1. Announcement of award through City of Tukwila electronic communications including internal and external newsletters.
2. Social media posts on Facebook, Instagram, and other channels announcing funding award and providing project updates
3. Posting of signage at worksite before and during project execution
4. Inclusion of project acknowledgement/update in next issuance of Tukwila Parks & Recreation guide in Spring 2025. This is sent to all Tukwila residential addresses, which is about 8,000 households.
5. Website postings, social media, and other written materials about this project will include acknowledgement of CCA funding per branding requirements as articulated below.

“The [PROGRAM NAME / GRANT / PROJECT NAME / ETC.] is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”



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 B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$100,000** at a 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 **February 24, 2025**, and ending **June 30, 2025**, unless sooner terminated under the provisions hereinafter specified.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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

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

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement; Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

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

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

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

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 27th 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

EXHIBIT A



DRAFT Scope of Work for:
 Olena Perry
 Olena.Perry@TukwilaWa.Gov
 Parks and Rec12424 42nd Ave S
 Tukwila, WA 98168

From:
 Whitney Bowman
 Field Director
whitney@earthcorps.org
 206-420-5587
 Christyn Riehl
 Project Manager
 EarthCorps
 6310 NE 74th Street
 Suite 201E
 Seattle, WA 98115
 717-725-7999
 Fax: (206) 322-9312
christyn@earthcorps.org

Date: December 10, 2024
Name of Project: IIAF COT Southgate Park
Agency Contract No.: TBD
EarthCorps Project No.: 312-25-01

Narrative Scope of Work:
 An EarthCorps Crew will complete the following tasks. **Task 1: Native Plant Installation:** Install native trees at SouthGate Park, planting will include grubbing survival rings for trees planted in areas that are not yet cleared of ivy and other target weed species. **Task2: Initial restoration:** Expand existing restoration site using current industry standard best management practices including manual, mechanical and chemical control techniques. **Task 3: Maintenance:** Maintain previously restored areas using current industry standard best management practices

Dates and Crew Name		# Crew Days or PM Hours	Daily or Hourly Rate	Materials Cost	Subtotals
Task 1: Planting					
Days in field:		7	\$ 2,190.00		\$ 15,330.00
Project Management		14	\$ 140.00		\$ 1,960.00
Field Specialist		30	\$ 85.00		\$ 2,550.00
Materials	Plants 600 trees @ \$10 (2 - 5 gallons)				\$ 6,000.00
	plant protectors				\$ 200.00
					\$ 26,040.00
Task 2: Initial Restoration					
Days in field:		15	\$ 2,190.00		\$ 32,850.00
Project Management		30	\$ 140.00		\$ 4,200.00
Field Specialist		30	\$ 85.00		\$ 2,550.00
Materials	Herbicide			\$ 250.00	\$ 250.00
	herbicide equipment			\$ 300.00	\$ 300.00
					\$ 40,150.00
Task 3: Maintenance					
Days in field:		8	\$ 2,190.00		\$ 17,520.00
Project Management		16	\$ 140.00		\$ 2,240.00
Field Specialist		16	\$ 85.00		\$ 1,360.00
Materials		Materials (cardboard, herbicides, erosion control etc)			\$ 2,000.00
					\$ 23,120.00
Crew Labor					\$ 65,700.00
Project Management					\$ 8,400.00
Field Specialist					\$ 6,460.00
Materials					\$ 8,750.00
Subtotal					\$ 89,310.00
Materials & Handling Fee (10% of Total Materials)					\$ 875.00
TOTAL FEE					\$ 90,185.00
Sales Tax:	10.2%	Location Code:	1729		\$ 9,198.87
TOTAL PAYABLE					\$ 99,383.87

Fee Schedule	Labor
Crew Day (5-6 persons/transportation/tools/equipment/PPE)	\$2,190.00
Project Manager/hour	\$140.00
Field Specialist/hour	\$85.00
Field Trucks (4x4 pick up/3 ton dump truck)	\$150/day