

# City of Bellingham

## ATTACHMENT A

### TREE COUPON AGREEMENT

#### CITY OF BELLINGHAM

#### AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the CITY OF BELLINGHAM (“City”), a municipal corporation of the State of Washington, and \_\_\_\_\_ (“Nursery”), collectively referred to as the “Parties.”

#### I. Recitals

**WHEREAS**, Bellingham’s urban forest consists of all the trees in the city on both public and private property; and

**WHEREAS**, trees not only beautify an area, but they also provide shade, reduce levels of noise and dust, increase property values, reduce stormwater runoff, produce oxygen, absorb carbon dioxide, improve wellbeing, and provide habitat for wildlife; and

**WHEREAS**, Bellingham is a proud Tree City USA community and has been recognized nationally for its citizen-based effort to sustain the urban forest; and

**WHEREAS**, The City has a Tree Coupon Program where City residents can obtain a Program tree coupon for a discount on select tree species at participating Nurseries;

**WHEREAS**, The City is partnering with Nurseries by separate Agreement(s) to participate in the Tree Coupon Program (“Program”); and

**WHEREAS**, Nurseries participate by allowing City residents to purchase certain types of trees, defined by the City, from Nursery at a discounted price upon the resident’s presentation of a Program tree coupon; and

**WHEREAS**, the City agrees to reimburse Nursery for the coupon price of the tree(s).

**NOW, THEREFORE**, in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

#### II. Agreement

1. **Term.** This Agreement shall take effect on the date of the last authorized signature below and shall terminate on September 30, 2026.
2. **Reimbursement.** Nursery shall accept, and the City shall reimburse, Program Tree Coupons presented to Nursery from October 1 through March 31 of each year of the Term, subject to a total not-to-exceed reimbursement amount of \$2,000 per agreement year.
3. **Coupon Distribution.** The City shall have exclusive authority to produce and distribute Program tree coupons to City residents. The City shall provide an example to Nursery so that it may ascertain the validity of any coupons presented to it by City residents.
4. **Application for Reimbursement.**
  - 4.1 Nursery shall submit to City the following documents for each tree purchased with a Program coupon for which Nursery is seeking reimbursement:

# City of Bellingham

- a. The original redeemed and collected Program coupons
- b. Records showing the specific dollar amount.
- c. Tree Species purchased with Program coupon
- d. Invoice showing the total amount of reimbursement due to Nursery including sales tax.

4.2 Nursery will submit invoices and redeemed coupons at not less than two intervals during each year of the Term (specifically December 15 and May 1). Nursery will submit all outstanding redeemed but not reimbursed coupons to the City for final reimbursement by May 1, 2025 in year one and May 1, 2026 in year two.

4.3 Within 30 days of receipt of an invoice submitted with redeemed coupons according to the requirements of this Agreement, the City will issue the appropriate reimbursement payment to Nursery.

5. **Public Records Act.** This Agreement and any documents related to it are public record subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Agreement and documents related to it unless an exemption under the Public Records Act or other laws applies.
6. **Governing Law, Venue, Jurisdiction.** Washington law shall govern the interpretation of this Agreement and Whatcom County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
7. **No Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
8. **Indemnification.** Nursery shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees, representatives and volunteers from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or in equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the negligence or willful misconduct of Nursery, its employees, agents, representatives or volunteers, in the performance of this Agreement excepting only liability occasioned by the sole negligence of the City or its employees acting within the scope of their employment.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement.
10. **Modification.** No modification or amendment of this Agreement shall be effective unless set forth in an executed written Amendment signed by the Parties.
11. **Termination.** The City and the Nursery reserve the right to terminate this Agreement for any reason, with 30 days written notice. The City shall reimburse Nursery for any coupons honored by Nursery prior to the written termination notice.

# City of Bellingham

**Authority.** The undersigned, by his/her signatures below, represents and warrants that he/she is duly authorized to execute this legally binding Agreement. **EXECUTED** this \_\_\_\_ day of \_\_\_\_\_ for **NURSERY** by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_ for the **CITY OF BELLINGHAM** by:  
**Departmental Approval:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Public Works Director

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

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