

COORDINATION AGREEMENT

for the Support and Development of the P-Patch Program between
The City of Seattle Department of Neighborhoods

And
GROW

Agreement Number: 25_013, AMENDMENT 1

This Coordination Agreement (Agreement) is entered into by and between The City of Seattle, acting through its Department of Neighborhoods (DON), and GROW, a Washington non-profit organization authorized to do business in the State of Washington.

Recitals

WHEREAS, GROW, formerly known as Friends of P-Patch, P-Patch Trust and originally as P-Patch Advisory Council, has been actively supporting the development of community gardens and working in collaboration with the City's P-Patch Program for almost 40 years; and

WHEREAS, with support from GROW, the City's P-Patch Program has successfully increased the number of community gardens located across Seattle; and

WHEREAS, with assistance from GROW, the City's P-Patch Program annually provides need-based plot fee assistance to hundreds of low-income gardeners; and

WHEREAS, DON presently leases ~~seven~~ eight properties from GROW for use as P-Patch community gardens; and

WHEREAS, DON and GROW collaborate on events, communications, programming and planning efforts designed to increase public access and involvement with the P-Patch Program; and

WHEREAS, both DON and GROW see benefits in memorializing the nature of their cooperative relationship and the roles and responsibilities for each in further supporting and developing the City's P-Patch Program; and

NOW, THEREFORE, for good and valuable consideration, DON and GROW agree as follows:

1. Term of Agreement

The term of this Agreement shall commence when fully executed by all parties and shall terminate no later than December 31, 2030 unless amended by written agreement or

P-Patch Properties

terminated earlier under the termination provisions.

2. Roles and Responsibilities

DON manages the City's P-Patch Community Gardening Program and GROW has a long history of supporting the development of community gardens within the City. DON and GROW will be acting in their individual capacities, not as agents, employees, partners, joint ventures or associates of one another. General roles and responsibilities of the two parties are outlined below.

2.1 DON intends to:

- A. Enter into leases with GROW for P-Patch community gardens on those properties owned by GROW as authorized by SMC 3.35.080;
- B. Administer the P-Patch Program, including the development of application forms, issuance of permits, establishment of application and permit fees, and provision of fee assistance for eligible applicants for the use of community gardens, as authorized by SMC 3.35.060;
- C. Accept donations from GROW in support of the P-Patch Program and direct the expenditure of such donations, as authorized by SMC 5.78.180;
- D. Provide support for the development and distribution of the P-Patch Post, a gardening newsletter, such support to be agreed upon in writing at the beginning of each calendar year by the parties;
- E. With advice from the City's Risk Management office, assist GROW in the procurement of insurance for GROW's P-Patch community garden activities;
- F. Provide support for the annual Harvest Banquet, such support to be agreed upon in writing at the beginning of each calendar year by the parties;
- G. Provide DON staff representation at GROW monthly board meetings and other GROW sponsored events as needed; and
- H. Provide additional support as the parties from time to time may mutually agree upon in writing.

2.2 GROW intends to:

- A. Lease its properties, presently ~~seven~~eight, to DON for use as community gardens in the P-Patch Program;
- B. Develop and publish the P-Patch Post and include at least one discount coupon to area gardening stores for each calendar year;
- C. Provide donations to DON to supplement City support for those participating in the P-Patch Program needing assistance in paying plot fees;
- D. Procure insurance; providing that GROW undertakes no obligation with

respect to the adequacy of such insurance to satisfy reasonably foreseeable liabilities.

- E. Serve as fiscal sponsor for GROW project participants as needed;
- F. Provide workshops, training, and forums for community garden participants and site leaders; and
- G. Provide additional support as the parties from time to time may mutually agree upon in writing.

3. Nondiscrimination

The parties agree to comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to SMC Chapters 14.04, 14.10, and 20.42, as they may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be grounds for termination of this Agreement.

4. Dispute Resolution

Any disputes or misunderstandings that may arise under this Agreement shall first be resolved through amicable negotiations, if possible, between the Director of DON and the President of the GROW Board of Trustees. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. However, neither side shall be liable to the other for any unforeseeable damages. Any and all such dispute resolution processes shall take place within the State of Washington.

5. Termination

Either party may terminate this Agreement without recourse where either party determines that its participation under the terms of this Agreement no longer meets its needs or expectations. Termination will become effective after five business days following written notice to the other party.

6. Compliance with Law

Both parties will comply with all applicable laws of the United States and the State of Washington, the Charter, Municipal Code, and ordinances of The City of Seattle, and all applicable rules, regulations, orders, and directives of their administrative agencies and officers.

7. Applicable Law and Venue


This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to enforce the terms of

this Agreement shall be in the Superior Court of King County.

8. Entire Agreement

This Agreement constitutes all the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of GROW prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and mutual benefits contained herein, the parties have executed this Agreement by having their representatives affix their signatures below.

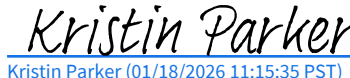


Sam Read (01/20/2026 11:57:16 PST)

01/20/2026

Signature
Sam Read, Deputy Director
Dept of Neighborhoods

Date



Kristin Parker (01/18/2026 11:15:35 PST)

01/18/2026

Signature
Kristin Parker, President
GROW

Date

Recording requested by and when
recorded mail to:
P-Patch Program
Seattle Department of Neighborhoods
P.O. Box 94649
Seattle, WA 98124-4649

LEASE—Beyers' Bulldog Garden

Reference numbers of related documents: NOT APPLICABLE

Grantor(s): GROW

Grantee: THE CITY OF SEATTLE

Legal Description (abbreviated): Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

Assessor's Property Tax Parcel Account Number(s): 515420-0055

THIS LEASE is made between **THE CITY OF SEATTLE**, a municipal corporation of the State of Washington, its successors and assigns (called the "City" herein) as lessee and **GROW**, formerly known as P-PATCH TRUST, a Washington non-profit corporation (called the "Lessor" herein), as Lessor.

PREMISES AND LEASE TERM

Lessor hereby leases to the City, and the City hereby leases from Lessor, certain unimproved land at 4807 54th Avenue SW, Seattle, WA 98116 described as follows("Premises"):

Lot 13, MARINE VISTA ADDITION TO THE CITY OF SEATTLE, per plat thereof recorded in Volume 30 of plats, Page 16, records of King County, Washington.

for a term commencing on January 1, 2025 and ending December 31, 2030.

The City and its designees shall have the right to enter the Premises prior to commencement of the Lease for any surveys, inspections and tests desired by the City, at the City's own risk and expense. The City shall have the option to renew this lease for an additional three years on the same terms and conditions, by giving written notice of renewal to Lessor at any time up to thirty days before the expiration of the initial term. The City shall have the right, by giving ninety days' advance written notice to Lessor, to terminate this lease at any time.

RENT

The City shall upon execution of this lease by both parties and receipt of invoice in form acceptable to the City, pay the Lessor the sum of two hundred (\$200.00) dollars per year. Invoices for each year will be sent to the City in December of the prior year and payments will be made within thirty (30) days.

POSSESSION; USE; CONDITION OF PREMISES

On the commencement date stated above the City shall be entitled to possession of the Premises in substantially the same condition as on the date of Lessor's signature on this lease, except as it may be modified by the City if the City is in possession under a prior lease. The Premises shall be used as a garden to be cultivated, in connection with the City's P-Patch community garden program, for recreational, educational, and open space purposes. The educational use of the Premises shall include, but not be limited to, teaching gardeners and the public about, and to employ, organic gardening principles, and sustainable organic composting and soil building practices. The City shall have the right to grade and fill the Premises as it shall deem appropriate for garden use, and to remove or alter any trees, shrubs and obstructions in order to facilitate such use. At the conclusion of the lease term the City shall restore the Premises to a neat and clean condition, removing all residue and materials resulting from the City's use, except that the City shall not be required to remove clean topsoil provided by the City at the conclusion. Any objection by Lessor to the condition of the Property shall be made by written notice to the City within thirty days after the termination of this lease, or shall be deemed waived for all purposes.

IMPROVEMENTS; SIGNS

The City and users of the Premises authorized by the City shall have the right to install improvements, including one or more sheds or structures accessory to the use authorized above, and shall have the right to remove at any time during the lease term any improvements that they may install, or that they may have installed during the term of a prior lease to the City. The City shall have the right to install signs related to the P-Patch program. Such improvements and signs shall not become the property of the Lessor, whether or not affixed to the Premises. At the conclusion of the lease term the City shall remove all improvements and signs installed during the lease term or during the term of any prior lease to the City or may leave improvements on site if agreed to in writing by both parties.

LIABILITY

The City shall defend, indemnify and hold the Lessor harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises during the term

of this lease that are caused by the fault or negligence of the City, its employees, its agents or others who use the Premises during the lease, except to the extent that any fault or negligence of Lessor or persons related to Lessor contributes to causing such injuries or damage. The liability of the City under this Section is limited to the appropriations available for payment thereof, not otherwise committed or encumbered, in effect at the time a claim is made, plus any further appropriation that may later be made for the payment thereof. Lessor shall defend, indemnify and hold the City and its officials, employees, and volunteers harmless from and against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage, if the liabilities, damages, costs and expenses arise from claims for injuries or damage to persons or property occurring on the Premises that are caused by the fault or negligence of the Lessor or any persons related to Lessor, except to the extent that any fault or negligence of the City, its employees, agents or others who use the Premises during the lease term and are not persons related to Lessor shall have contributed to causing such injuries or damage. For purposes of this section, " persons related to Lessor" are (a) any members of the household or family of any Lessor that is a natural person; (b) any officers, directors, trustees, partners, employees, agents, members, volunteers, invitees or contractors of any Lessor; (c) any officers, employees, subcontractors or agents of any contractor that is a person related to Lessor; and (d)if the Premises are owned in trust, all trustees and beneficiaries of the trust. Nothing herein shall be construed to create any duty of the City or Lessor to any third party. The provisions of this Section shall survive expiration or termination of this Lease.

UTILITIES

The City shall pay water costs for the Premises. Lessor shall pay all real estate taxes, assessments and any other utility charges, but shall not be required to provide any utilities. Any water meter installed and paid for by the City during the term of this Lease or any prior lease to the City will remain the property of the City.

LESSOR'S ADDRESS

Written notices and rental payments shall be made to the Lessor at the following address: P.O. Box 19748, Seattle, WA 98109, or such other address as the Lessor shall provide to the City by written notice.

CITY'S ADDRESS

Written notices, requests and grievances, and any other inquiry to the City shall be made to: Department of Neighborhoods, P-Patch Program, P.O. Box 94649, Seattle, WA 98124-4649, or such other address as the City shall provide to the Lessor by written notice.

ENTIRE AGREEMENT, MODIFICATIONS

This lease contains the entire agreement of the parties regarding the leasing of the Premises and supersedes any other understandings or agreements, written or oral, except that any lease of the Property to the City that is in effect when this Lease is signed shall not be superseded until the commencement date of this Lease. No modification or addition to this Lease shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and the City have executed this lease agreement.

LESSOR: GROW


Kristin Parker (01/18/2026 11:15:35 PST)

01/18/2026

Signature

Kristin Parker, President

GROW

THE CITY OF SEATTLE


Sam Read (01/20/2026 11:57:16 PST)

01/20/2026

Signature

Sam Read, Deputy Director

Department of Neighborhoods