



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, September 11, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: September 4, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,450,934.52 For The Period Ending August 24, 2024 Through August 30,2024.

Documents:

[RES CLAIMS PAYABLE AUG 24, 2024 - AUG 30, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,432,767.97 For The Period Ending August 24, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 18.PDF](#)

(3) Authorize The Mayor To Sign The Snohomish Conservation District Federal Cost-Reimbursable Subaward Agreement For Growing Urban Forests In Everett.

Documents:

[SNOHOMISH CONSERVATION DISTRICT AGREEMENT.PDF](#)

(4) Authorize The Professional Services Agreement With Casne Engineering For The Construction Of Lift Station 47 – Beverly Lake Sewer Replacement Project.

Documents:

[CASNE ENGINEERING-BEVERLY LAKE SANITARY SEWER REPL DESIGN
CONSTRUCTION-PSA.PDF](#)

(5) Award The Construction Contract For The West Marine View Drive/Alverson Blvd And 41st Street/Grand Avenue Pedestrian Improvements Project To Diverse Earthworks, Inc. Of Tulalip, WA In The Amount Of \$519,429.13.

Documents:

[DIVERSE EARTHWORKS INC-AWARD OF CONTRACT.PDF](#)

(6) Award The Russula Commercial Thin Timber Sale (2024-02) To Erickson Logging And Construction Inc. In The Amount Of \$381,839.03 And Authorize The Mayor To Sign The Timber Sale Contract.

Documents:

[RUSSULA COMMERCIAL THIN TIMBER SALE.PDF](#)

(7) Authorize The Mayor To Sign The Amendment To The Professional Services Agreement With Carollo Engineers Inc. For The 20th Street Sewer Rehabilitation Project, In The Amount Of \$73,485.00.

Documents:

[CAROLLO-20TH ST SEWER REHAB-AMEND1.PDF](#)

(8) Authorize A Call For Bids For 2025 Biosolids Removal.

Documents:

[2024 BIOSOLIDS REMOVAL-CALL FOR BIDS.PDF](#)

ACTION ITEMS:

(9) CB 2408-20 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Larimer Barn Demolition", Fund 354, Program 097, As Established By Ordinance No. 4005-24.

Documents:

[CB 2408-20.PDF](#)

(10) CB 2408-21 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Phil Johnson Ballfields Playground Renovation", Fund 354, Program 089, As Established By Ordinance No. 3968-23.

Documents:

[CB 2408-21.PDF](#)

(11) CB 2408-22 – 3rd & Final Reading - Adopt An Ordinance Setting The Meeting Time Schedule For City Council's Regularly Scheduled Meetings And Repealing Ordinance No. 3935-23.

Documents:

[CB 2408-22.PDF](#)

(12) Adopt Amended Council Procedures Resolution With An Effective Date Of October 30, 2024.

Documents:

[RESO_COUNCIL PROCEDURES_AMENDMENT_2024.PDF](#)

COUNCIL BRIEFING AGENDA: (These Items Come Before The City Council Serving As A Council Committee Of The Whole And Are Likely To Be Scheduled At A Future Meeting.)

BRIEFING & PROPOSED ACTION ITEM:

(13) CB 2409-23 – 1st Reading - Adopt An Ordinance Approving The Appropriations Of The 2024 Revised City Of Everett Budget And Amending Ordinance No. 4022-24. (3rd & Final Reading 9/25/24)

Documents:

[CB 2409-23.PDF](#)

[2024 BUDGET AMENDMENT NO. 2_PRES.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



Whereas the claims payable by check against the City of Everett for the period Aug 24, 2024 through Aug 30, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount	Fund	Department	Amount
001	City Council	778.17	101	Parks & Recreation	14,069.11
002	General Government	(772.16)	110	Library	29,286.32
003	Legal	31,502.84	112	Community Theater	2,411.93
004	Administration	767.51	120	Public Works-Streets	28,465.67
005	Municipal Court	5,817.73	126	MV-Equipment Replacemer	119,062.22
007	Human Resources	2,073.25	130	Develop & Const Permit Fee	1,453.20
009	Misc Financial Funds	590,691.21	138	Hotel/Motel Tax	9,583.60
010	Finance	4,884.48	146	Property Management	18,022.19
015	Information Technology	1,190.85	152	Cum Reserve-Library	1,428.71
018	Communications, Mktg & Engag	3,728.35	153	Emergency Medical Service:	31,540.99
021	Planning & Community Develop	6,538.72	155	Capital Reserve Fund	36,094.98
024	Public Works-Engineering	133,728.66	156	Criminal Justice	6,366.07
026	Animal Shelter	1,823.11	197	CHIP Loan Program	450.44
030	Emergency Management	343.20	198	Community Dev Block Gran	10,000.00
031	Police	45,284.64	303	PW Improvement Projects	18,914.78
032	Fire	6,208.01	336	Water & Sewer Sys Improv I	203,481.04
038	Facilities/Maintenance	1,725.46	342	City Facilities Construction	13,607.86
			354	Parks Capital Construction	20,323.81
TOTAL GENERAL FUND	\$	836,314.03	401	Public Works-Utilities	924,233.14
			402	Solid Waste Utility	350.94
			425	Public Works-Transit	17,909.66
			430	Everpark Garage	68.48
			440	Golf	32,148.08
			501	MVD-Transportation Service	62,738.85
			503	Self-Insurance	1,215.00
			505	Computer Reserve	3,912.44
			507	Telecommunications	4,072.84
			637	Police Pension	1,360.00
			661	Claims	2,048.14
			TOTAL CLAIMS	\$	2,450,934.52

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of August 24, and checks issued August 30, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	12,844.49	1,911.92
003	Legal	90,412.32	15,002.36
004	Administration	52,446.65	7,948.53
005	Municipal Court	69,327.80	11,246.97
007	Personnel	59,980.71	10,055.43
010	Finance	107,836.12	17,941.78
015	Information Technology	115,942.75	19,441.34
018	Communications and Marketing	23,275.13	3,773.70
021	Planning & Community Dev	120,226.77	20,034.36
024	Public Works	222,452.28	36,054.22
026	Animal Shelter	62,955.08	10,285.32
030	Emergency Management	10,764.80	1,724.69
031	Police	1,197,050.16	121,544.87
032	Fire	764,187.97	82,719.49
038	Facilities/Maintenance	112,034.22	19,220.65
101	Parks & Recreation	172,288.17	28,557.86
110	Library	122,711.53	20,429.33
112	Community Theatre	8,654.25	1,442.94
120	Street	78,347.43	12,778.30
153	Emergency Medical Services	422,474.08	45,071.55
197	CHIP	11,771.42	1,969.78
198	Community Dev Block	3,839.52	647.28
401	Utilities	931,928.46	154,093.58
425	Transit	530,323.44	88,657.55
440	Golf	49,376.52	8,282.14
501	Equip Rental	79,315.90	13,033.46
		<u>\$5,432,767.97</u>	<u>\$753,869.40</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Snohomish Conservation District Federal Cost-Reimbursable Subaward Agreement for Growing Urban Forests in Everett

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 09/11/24
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 Subaward Agreement

Department(s) involved:
 Parks & Facilities
 Administration
 Legal

Contact person:
 Bob Leonard

Phone number:
 425-257-8335

Email:
 bleonard@everettwa.gov

Initialed by:
RML
 Department head

Administration

Council President

Project: Growing Urban Forests in Everett

Partner/Supplier: Snohomish Conservation District (SCD)

Location: 6 Climate and Economic Justice Screening Tool Census Blocks (CEJST)

Preceding action: None

Fund: Fund 101

Fiscal summary statement:

This subaward grant is for \$967,493. It is a reimbursable grant to fund the hiring of a new Community Engagement Coordinator who will support the work outlined within the grant, as well as reimburse the city for half of the salary and benefits of the existing Urban Forester in the Parks Department. Funds will flow through Parks Fund 101 and then be reimbursed quarterly by Snohomish Conservation District.

Project summary statement:

In partnership with the City of Everett, Tulalip Tribes, and the City of Marysville, Snohomish Conservation District successfully applied for a grant worth \$2.4 million through the Inflation Reduction Act for growing urban forests in qualified CEJST census blocks. Everett has 6 qualifying census blocks, 2 in north Everett and 4 in south Everett and will receive \$967,493 to reimburse staff costs for the project (details above). Snohomish Conservation District will work with City of Everett staff and neighborhoods to determine appropriate planting areas on both public and private property, appropriate trees for the available space, and then plant and maintain the trees over the next 4.5 years.

Urban forest canopy provides ecosystem services ranging from stormwater management and pollutant mitigation to improve human health and climate resiliency. Often, the urban forest canopy is distributed inequitably between underserved areas and more affluent areas. The Snohomish Conservation District (SCD) proposes to collaborate with the Cities of Everett and Marysville and the Tulalip Tribes to substantially improve tree equity. SCD will work with partners and communities to develop urban forest management, monitoring, and maintenance plans. Plan implementation will add 7,000 trees and provide for long-term maintenance of urban tree canopies in disadvantaged communities within each partner's jurisdiction.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Snohomish Conservation District federal cost-reimbursable subaward Agreement for growing urban forests in Everett.



Snohomish Conservation District Federal Cost-Reimbursable Subaward

Pass-Through Entity (PTE):

Subrecipient Entity:

Federal Awarding Agency:

Additional Pass-Through Entities:

PTE Award No.:

Subrecipient Award No.:

Project Title:

Subaward Budget Period:

Amount Funded This Action:

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices to invoices@snohomishcd.org for allowable costs incurred, according to the schedule and including components described in Attachment 6. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. Invoices and questions concerning invoice receipt or payments shall be directed to the following contacts as shown in Attachment 3:

PTE:

Subrecipient:
3. A final statement of cumulative costs incurred, including cost sharing/match, marked "FINAL" must be submitted to invoices@snohomishcd.org by the deadline specified in Attachment 6. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Project Contact as shown in Attachment 3. Technical reports are required as shown in Attachment 6.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the following contacts as shown in Attachment 3:

PTE:

Subrecipient:

Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachment 3.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when

Subaward Number:

sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachment 3. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

Signature: _____

Date: _____

Name: _____

Title: _____

Mark Craven

8/5/14

Mark Craven

Chair

By an Authorized Official of the Subrecipient:

Signature: _____

Date: _____

Name: _____

Title: _____

Attachment 1

Certifications and Assurances

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official 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 Subrecipient, 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 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Subtier awards

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Attachment 2

Federal Award Terms and Conditions

Awarding Agency Institute (If Applicable):

Federal Award Issue Date:

FAIN:

Assistance Listing No. (ALN):

Subject to FFATA:

Yes

No

Assistance Listing Program title (ALPT):

Key Personnel Per NOA: None identified at subrecipient entity

By signing this Subaward, Subrecipient agrees to the following:

1. OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Subrecipient must follow the regulations found in 2 CFR 200.331 through .333.
2. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Award Terms and Conditions, including any Federal Awarding Agency's Specific Requirements, detailed in the Award document in Attachment 7, except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Project Contact shown in Attachment 3, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with award funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.

Special Terms and Conditions

Data Sharing and Access. Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in Federal Award Terms and Conditions (1) through (4) above.

Data Rights. Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights. Subrecipient grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Subaward Number:

<u>Attachment 3</u>					
Pass-Through Entity (PTE) Contacts					
PTE Name:					
Address:					
Authorized Official / Authorized Organization Representative					
Name:			Title:		
Email:			Phone Number:		
Business Contact					
Name:			Title:		
Email:			Phone Number:		
Invoice email:					
Project Contact					
Name:			Title:		
Email:			Phone Number:		
Subrecipient Contacts					
Entity DUNS Name:					
Place of Performance Address:					
If different, Legal Address:					
Organization Unique Entity Identifier (UEI):					
Organization Federal Employer Identification Number (EIN):					
Registered in SAM?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Exempt from reporting executive compensation?	
				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Congressional District:			Zip Code + 4:		
Authorized Official / Authorized Organization Representative					
Name:			Title:		
Email:			Phone Number:		
Business Contact					
Name:			Title:		
Email:			Phone Number:		
Project Contact					
Name:			Title:		
Email:			Phone Number:		

Subaward Number:

Attachment 4
Scope of Work

City of Everett

Implementation/Deliverables Timeline

Year, Quarter	Goal.Outcome	Deliverables	City of Everett's Role
YEAR ONE			
2024, Q1	Goal 1	Kick-off Meeting	Participation & Support
	Goal 1	Training and planning for tree inventories	Lead
	Goal 2.3	Initiate carbon credit certification process	Provide necessary support
2024, Q2	Goal 1.1	Conduct tree inventories in neighborhoods	Support as available
	Goal 5.1, 5.2, 5.3	Create outreach and engagement strategies	Lead
	Goal 1.3	Create draft for jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)	Support
2024, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 5.1, 5.2, 5.3	Outreach to neighborhoods to invite to community meetings and tree-planting kick-off events	Lead
	Goal 5.2	Conduct youth engagement	Support as needed/available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2024, Q4	Goal 5.1, 5.2	Outreach to neighborhoods for tree-planting kick-off events	Lead
	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~420 trees in neighborhoods at kick-off events	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR TWO			
2025, Q1	Goal 1	2025 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead

	Goal 2.3	Update carbon credit compliance documentation	Support
2025, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 5.1	Conduct Community meetings for engagement on planting plans	Lead
	Goal 4.4	Monitoring training events	Support
	Goal 5.2	Conduct youth engagement	Support as needed
2025, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crew and community members plant ~800 trees	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR THREE			
2026, Q1	Goal 1	2026 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2026, Q2	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
2026, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 5.2	Conduct youth engagement	Support as available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2026, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~800 trees	Support

	Goal 5.5	Annual community awareness survey	Lead
YEAR FOUR			
2027, Q1	Goal 1	2027 Kick-off meeting	Participation & Support
	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2027, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
	Goal 5.4	Update Trees for Resilience toolkit with new resource	Support as needed
2027, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and planting plans	Lead
	Goal 5.2	Conduct youth engagement	Support as available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2027, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and planting event	Lead
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~800 trees	Support
	Goal 5.5	Annual community awareness survey	Lead
YEAR FIVE			
2028, Q1	Goal 1	2028 Kick-off meeting	Participation & Support
	Goal 1.3	Update jurisdiction-wide urban forest management, maintenance, and monitoring plans	Support
	Goal 1.1	Update outreach and engagement strategies / partnership meetings	Lead
	Goal 2.3	Update carbon credit compliance documentation	Support
2028, Q2	Goal 4.3	Design educational signs	Support as needed
	Goal 4.4, 5.3	Outreach for sign installations and training events	Lead

2028, Q3	Goal 1	Status Update Meeting	Participation & Support
	Goal 4.3	Install educational tree signs	Support as available
	Goal 1.6, 2.2	Tree monitoring and adaptive management reports completed	Support
	Goal 4.4	Monitoring training events	Support
	Goal 5.2	Conduct youth engagement	Support as needed/available
	Goal 5.1	Conduct Community Meetings to seek input on planting plans	Lead
2028, Q4	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~420 trees	Support
	Goal 2.3	Finalize carbon credit compliance documentation	Support
	Goal 5.5	Annual community awareness survey	Lead

Attachment 5		
Budget		
Indirect/Overhead Information		Budget Totals
Indirect Cost Rate Applied:		Direct Costs: \$
Indirect Cost Rate Type:		Indirect Costs: \$
Indirect Cost Rate Base:		Total Costs: \$
Cost Sharing		
Required?	Yes	No
If Yes:		
Total Amount: \$		
Any Specific Terms:		
Detailed Budget		

Attachment 6

Invoicing and Reporting Requirements

Organization Risk Assessment Level:**Effective Date of Risk Assessment:****Invoice frequency:**

Monthly
Quarterly
Not more often than monthly and not less frequently than quarterly
Other:

Invoicing due date (s)**Interim:****Final:**

Submit Invoices to: invoices@snohomishcd.org

Invoice requirements:

- Subaward number
- Date of invoice
- Unique invoice number
- Start and end date of invoice/billing period
- Line items matching the Detailed Budget in Attachment 5 (please match numbering and descriptions as applicable)
- Cumulative costs billed to date by budget line item
- Clearly marked invoice total
- Backup documentation as described below
- Final invoice marked as "Final"

Additional invoice requirements:

Y N

A19 required

Certification, as required in 2 CFR 200.415(a), signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Other:

Technical reporting requirements:

None

Ad hoc, upon request from Project Contact

Must accompany financial invoices

Submit separately from financial invoices. If selected:

- Submit to:
- Submission deadlines:
- Description of technical reporting component and format requirements:

Subaward Number:

Attachment 7

Federal Award Documentation

Included:

-
-
-
-

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11062765-332
Between
SNOHOMISH CONSERVATION DIST
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION
STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: Growing Urban Forest in Snohomish County

Upon execution of this document, an award to SNOHOMISH CONSERVAION DIST, hereinafter referred to as “SCD,” in the amount of **\$2,480,761.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 Inflation Reduction Act Urban & Community Forestry. SCD accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 03/21/24, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

The Urban & Community authority requires match of 1:1, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities. The prime recipient's approved match waiver rate must be carried forward and applied to all of the prime subawards executed under this agreement.

This is an award of Federal financial assistance. Prime and sub-recipients to this award 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. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at the U.S. Forest Service Administrative Contact found in Provision B.

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. SCD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Penny Crispin, Community Conservation Department Manager 528 91st Ave NE Lake Stevens, WA 98258-2538 Telephone: 425-535-0530 Email: pcrispin@snohomishcd.org	Sarah Jones, Chief Administrative Officer 528 91st Ave NE Lake Stevens, WA 98258-2538 Telephone: 360-722-2679 Email: sjones@snohomishcd.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Stephen Baker, Urban & Community Forestry Program Manager 1220 SW 3 rd Ave Portland, OR 97202 Telephone: 503-964-4291 Email: stephen.baker@usda.gov	Brian Hoeh 3200 SW Jefferson Way Corvallis, OR 97331 541-515-4927 Email: brian.hoeh@usda.gov
Alyssa Chen, Urban & Community Forestry Program Specialist 1220 SW 3 rd Ave Portland, OR 97202 Telephone: 971-997-3849 Email: alyssa.chen@usda.gov	
Isabel Mosley, Urban and Community Forestry Program Specialist 1220 SW 3 rd Ave Portland, OR 97202 Telephone: 503-327-1381 Email: isabel.mosley@usda.gov	

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** SCD shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement 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 agreement 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 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.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	stephen.baker@usda.gov
FAX: 877-687-4894	alyssa.chen@usda.gov
POSTAL: USDA Forester Service	isabel.mosley@usda.gov
Budget & Finance - Grants and Agreements	
4000 Masthead St, NE	
Albuquerque, NM 87109	

E. INDIRECT RATE. SCD has elected to not apply an indirect rate towards this project.

F. PRIOR WRITTEN APPROVAL. SCD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

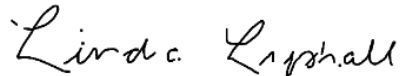
G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and

dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 01/01/2024 pursuant to 2 CFR 200.458.

The end date, or expiration date is **12/31/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



5/22/24

LINDA LYSHALL, Executive Director
Snohomish Conservation District

Date

CHAD T. DAVIS, Director
Alaska and Pacific Northwest Regions
State, Private, and Tribal Forestry

Date

The authority and the format of this award (24-DG-11062765-332) have been reviewed and approved for signature.

BRIAN HOEH

Digitally signed by BRIAN HOEH
Date: 2024.05.13 17:20:55 -07'00'

BRIAN HOEH
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, SCD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to SCD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by SCD or any third party.
- C. NOTICES. Any notice given by the Forest Service or SCD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To SCD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they 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. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120

days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

SCD shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with SCD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:

Optional Project Performance Report, FS-1500-23, may be used for Federal Financial assistance progress reporting. Alternatively, the award recipient may utilize reporting templates provided by the Regional Grants and Agreement Office, or the recipient's own reporting format to fulfill the progress reporting requirement of the agreement provided the information includes:

- Recipient's name
- Federal Identifier Number
- Reporting Period
- Written summary of the project progress including quantitative and qualitative accomplishments during the reporting period.

A Final Progress Report must be submitted no later than 120 days after completion of the award or grant period end date. The Final Progress Report should address progress in all activities of the project. This report is cumulative and should include all quantitative and qualitative accomplishment throughout the entire grant period.

IRA PROJECT IMPACT REPORTING

To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB 23—09.

- H. NOTIFICATION. SCD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- I. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- J. USE OF FOREST SERVICE INSIGNIA. In order for SCD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify SCD when permission is granted.
- K. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of SCD's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- L. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. SCD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

SCD may call on Forest Service's Office of Communication for advice regarding public notices. SCD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.
- M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. SCD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- N. COPYRIGHTING. SCD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

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 right shall be transferred to any sub-awards or subcontracts.

This provision includes:

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

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SCD 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, audiotape, 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."

- P. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those

issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- Q. AWARD CLOSEOUT. SCD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to SCD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- S. DEBARMENT AND SUSPENSION. SCD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should SCD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- T. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- U. SCIENTIFIC INTEGRITY. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
- V. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
- W. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
- X. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or 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. The recipient must notify its employees, contractors, or 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 the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient'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 recipient's material failure to comply with award terms and conditions.
- Y. ELIGIBLE WORKERS. SCD 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)). SCD 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.
- Z. FREEDOM OF INFORMATION ACT (FOIA). Public access to award 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).
- AA. 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 Cooperators, 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.
- BB. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient 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.

CC. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) 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.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execom.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

Project Narrative

1. **Project Title:** Growing Urban Forest in Snohomish County
2. **Project Applicant:** Snohomish Conservation District
3. **Contact Information:** Penny Crispin, Community Conservation Department Manager, Snohomish Conservation District 528 91st Ave NE, Lake Stevens, WA 98258, (425) 535-0530, pcrispin@snohomishcd.org
4. **Project Summary:** Urban forest canopy provides ecosystem services ranging from stormwater management and pollutant mitigation to improved human health and climate resiliency. Often, the urban forest canopy is distributed inequitably between underserved areas and more affluent areas.

The Snohomish Conservation District (SCD) proposes to collaborate with the Cities of Everett and Marysville and the Tulalip Tribes to substantially improve tree equity. SCD will work with partners and communities to develop urban forest management, monitoring, and maintenance plans. Plan implementation will add 7,000 trees and provide for long-term maintenance of urban tree canopies in disadvantaged communities within each partner's jurisdiction.

5. Project Scope Alignment:

- The **primary issue** this project is seeking to address is tree equity and the lack of urban forest in disadvantaged communities.
- The **primary goal** is to significantly increase urban tree canopy in disadvantaged communities in the Cities of Everett and Marysville and in Tulalip Tribal communities.

By expanding the urban tree canopy and building a foundation for lasting change in disadvantaged communities, SCD and partners seek to address environmental justice issues, increase resilience to climate change, and improve human health and wellness. This project will also enhance public awareness about the value of urban forests and build grassroots support to increase tree canopy.

This project builds upon SCD's foundation of urban canopy analysis and advocacy through development of the **Trees for Resilience Toolkit**, accessible at this link: <https://betterground.org/urban-forests/>

Increasing and maintaining urban tree canopy in disadvantaged communities will contribute to meeting multiple goals identified in the Justice40 Initiative, the Washington State Forest Action Plan, and the Ten-Year Urban and Community Forestry Action Plan (2016-2026) priorities.

These goals and priorities are outlined in the following table.

Project Scope Alignment with State and National Goals and Priorities

		Justice 40 Initiative	WA Forest Action Plan	Ten-Year NUCFAC
Goals	Priorities			
Increase Tree Canopy in Disadvantaged Communities	Address environmental justice issues by creating livable and walkable neighborhoods, increasing air quality and environmental health, and improving social equity through access to nature. Create and implement comprehensive urban forest management and maintenance plans for Marysville, Everett, and Tulalip public lands and rights of way that also includes opportunities for residents to plant and maintain trees in their own yards, on private property.	YES	YES	YES
Increase Climate Resilience	Enhance climate mitigation by retaining stored carbon in tree tissue and sequestering atmospheric carbon. Promote climate adaptation by utilizing trees to reduce heat effects and increase biodiversity. Maintain tree canopy cover to manage stormwater, reducing frequency and intensity of flooding and enhancing water quality.	YES	YES	YES
Promote Human Health and Wellness	Increase human health and wellness by improving human habitat. Create neighborhoods with an abundance of trees to increase air quality, lower temperatures, promote safer and walkable communities, and increase social cohesion. Plant edible food forests to increase access to healthy foods.	YES	YES	YES
Engage Disadvantaged Communities	Engage partners and underserved neighborhoods in planning and implementation of neighborhood greening projects to increase tree canopy and community stewardship.	YES	YES	YES
Enhance Public Awareness	Build an enhanced level of awareness of the value of urban forests in terms of their tangible benefits to stormwater management, extreme temperature mitigation, energy consumption, and human health.	YES	YES	YES

6. Implementation Strategy/Methodology/Timeline

Goal 1	Increase Tree Canopy in Disadvantaged Communities
Approach	Increase equitable access to urban tree canopy and associated human health, environmental, and economic benefits in disadvantaged communities by developing and implementing localized Urban Forest Management, Maintenance, and Monitoring Plans.
Strategy	Engage partners and community members to assist in developing and implementing Urban Forest Management and Maintenance Plans.
Methodology	<ol style="list-style-type: none"> 1) Complete tree inventories in Tulalip Tribal communities and in areas identified with the Climate and Economic Justice Screening Tool in the Cities of Everett and Marysville (maps attached). 2) Create and implement urban forest management, monitoring, and maintenance plans that include canopy expansion targets and locations on public lands and private property, including homeowner's yards. 3) Develop site implementation plans for planting. Field Crews will plant trees, with community engagement, during fall/winter seasons. 4) Conduct annual monitoring (with input from communities).
Measurable Outcomes	<ol style="list-style-type: none"> 1) Thirteen neighborhood-scale tree inventories completed. 2) Thirteen neighborhood planting plans completed. 3) Three jurisdiction-wide Urban Forest Management, Maintenance, and Monitoring Plans completed. 4) Tree canopy increased by 10-20% in each disadvantaged community. 5) 7,000 trees planted by Field Crews and community members. 6) Three monitoring reports completed annually, years 2-5 (12 total).
Timeline	Years 1-5
Goal 2	Increase Climate Resilience
Approach	Improve urban tree canopy resilience to climate change through best management practices (BMPs). Earn carbon credits for urban canopy expansion and carbon sequestration to support long-term maintenance.
Strategy	Plant climate/drought resilient tree species and implement maintenance BMPs to increase tree health. Enhance climate mitigation by retaining stored carbon in tree tissue and sequestering atmospheric carbon.
Methodology	<ol style="list-style-type: none"> 1) Develop climate and drought resilient tree species list. 2) Routinely monitor tree health and adapt BMPs as needed. 3) Meet carbon credit certification requirements, including project design and monitoring reports, to fund long-term maintenance.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Climate Resilient Tree Species Planting List 2) Three annual monitoring and adaptive management reports (=12). 3) Compliance documentation for Carbon Credit Certification.

Timeline	Years 2-5
Goal 3	Promote Human Health and Wellness
Approach	Create neighborhoods with an abundance of trees to create more walkable communities, increase social cohesion, and improve human habitat, incorporating edible and culturally relevant species.
Strategy	Incorporate edible food forests and culturally relevant indigenous species within urban tree canopy.
Methodology	<ol style="list-style-type: none"> 1) SCD's Agroforestry staff will meet with partners and communities to identify suitable locations, design layout, and select edible and culturally relevant species for planting. 2) SCD's Field Crew will work with community members to plant, monitor, and maintain trees.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Ten community food forests planted 2) 500 edible trees and shrubs planted 3) 1000 culturally relevant indigenous trees planted
Timeline	Years 2-4
Goal 4	Engage Disadvantaged Communities
Approach	Build local capacity and a stewardship ethic within underserved neighborhoods to establish grassroots level support to increase tree canopy.
Strategy	Conduct community-involved outreach campaigns to engage and mobilize community members to participate in the project and increase awareness of the environmental and economic benefits of tree canopy.
Methodology	<ol style="list-style-type: none"> 1) In partnership with the community leaders, host community meetings to share the project's opportunities with the communities and engage interested local individuals and groups in the project. 2) Engage interested community members in choosing tree species meaningful to their community, identifying areas for tree canopy expansion, monitoring trees, and designing signage to highlight benefits of trees in languages appropriate for the community. 3) Conduct monitoring training for community members. A monitoring guidance document will be developed, made adaptable for languages other than English, and for future use by other communities. 4) Conduct workforce development training for tribal environmental resource staff, and other interested community members.
Measurable Outcomes	<ol style="list-style-type: none"> 1) Thirteen neighborhood communities engaged. 2) 150 community members engaged. 3) Thirteen educational signs installed in multiple languages relevant to the communities (i.e. Lushootseed in tribal communities.) 4) Thirteen monitoring training events for community members.
Timeline	Years 1 – 5

Goal 5	Enhance Public Awareness (aka Communications Plan)
Proposed Approach	Build an enhanced level of awareness of the value of urban forests including tangible benefits for stormwater management, extreme temperature mitigation, energy consumption, and human health.
Strategy	Increase outreach and educational opportunities for disadvantaged communities to increase urban forestry stewardship.
Methodology	<ol style="list-style-type: none"> 1) Conduct annual community planting events in each community. 2) Provide tree-based family friendly youth education, as part of the community planting events. Provide field trips and service-learning projects that encourage youth to appreciate and steward urban trees. 3) Maintain relevant websites to provide monitoring data and project updates to the partner communities. 4) Develop project data and outcomes into new resources for the Trees for Resilience Toolkit to benefit additional communities seeking to improve tree equity. 5) Share project highlights via social media, District and jurisdiction websites, local news outlets, and the www.BetterGround.org website to celebrate the work communities can do together to improve urban tree canopy, tree equity, and contribute to environmental justice. 6) Conduct annual community survey to assess awareness/engagement.
Measurable Outcomes	<ol style="list-style-type: none"> 1) One community planting event each year in each of the 13 communities, for years 1-4, for a total of 52 planting events. 2) 100 youth and 200 adults engaged. 3) Fifteen project highlight media postings. 4) Three new resources for Trees for Resilience Toolkit. 5) Five annual community surveys completed.
Timeline	Years 1-5

Project Assessment and Evaluation Methods

The project team will conduct on-going project evaluation for the term of the agreement to determine fulfillment of objectives, address and manage any challenges, and evaluate effectiveness. This will consist of the following:

- 1) Annual community survey to assess perceptions and needs
- 2) Annual monitoring report and tree inventory
- 3) Project evaluation meetings every 6-months with partners to:
 - a) Review data and assess progress on meeting measurable objectives
 - b) Identify any barriers or challenges to meeting objectives
 - c) Review project budget tracker and assess any deviations
 - d) Develop adaptive management response if needed
 - e) Identify action items and next steps
- 4) 6-month project evaluation reports following each project evaluation meeting, summarizing all findings to share with the USDA grant manager.

7. Capability and Capacity:

Snohomish Conservation District: Since 1941, SCD has operated as a non-regulatory local government focused on natural resource conservation. SCD has 42 employees with expertise in agroforestry, habitat restoration, education, communications, green stormwater infrastructure, rural and urban agriculture, and urban forestry. Recently, SCD developed the Trees for Resilience Toolkit, in collaboration with partners, to advocate for and further the growth of urban forests throughout the region. In the past decade, SCD has collaborated with multiple cities, counties, and communities to construct green stormwater infrastructure facilities and plant urban trees.

SCD manages multiple grants from federal and state agencies, and often serves as the fiscal agent for collaborative projects with partner organizations. Currently, SCD is managing grants with USDA and NOAA, as well as several grants provided by EPA through state agencies. District staff bring proven expertise in providing required deliverables and reporting within expected timelines to maintain grant compliance.

Snohomish Conservation District Key Personnel:

Linda Lyshall, PhD, Executive Director has over 20 years of experience facilitating the development, assessment, and execution of natural resource strategic plans, projects, and programs. Linda will provide project oversight.

Penny Crispin, MA, Community Conservation Department Manager brings expertise in program development and management as well as land use and environmental planning. Penny will serve as the project lead.

Haly Rylko, MSc, Project Manager brings expertise in ecological design, planning, and project implementation. Haly will serve as the project manager.

Stacey Dixon, MSc, Forester brings expertise in tree health and will oversee tree maintenance and contribute to development of the climate resilient trees species list.

Katie Amrhein-Dang, ME, Education & Outreach Department Manager brings 15 years of experience developing and managing environmental education and outreach programs. Katie will oversee community engagement and communications.

Alana Springer, PhD, Environmental Education Program Manager has a background in resource management and outdoor education. Alana will lead youth education.

Carrie Brausieck, MPA, Agroforestry Program Manager and senior natural resource specialist will oversee planning, planting, and maintenance of the food forests.

Sarah Jones, Chief Administrative Officer has over 20 years of experience in business operations and finance administration and will serve as the financial administrator.

Field Crew, SCD's highly experienced 5-member field crew will plant over 14,000 trees.

8. Project Partners:

Tulalip Tribes' Mission and Key Personnel:

Mission: "Together we create a healthy and culturally vibrant community." The Tulalip Tribes are signatory to the 1855 Treaty of Point Elliott.

- Valerie Streeter, Stormwater Planner for 16 years, will serve as partner lead for development of urban forest management plans.
- Braulio Ramos, Stormwater Planner is a Tulalip Tribal member. Braulio brings community connection and will serve as community outreach liaison.
- Washington Conservation Corps Field Crew will be hired to plant 1,000 trees.

City of Everett's Mission and Key Personnel:

Mission: "We're Here for You". Everett recently launched the "Rethink Community Wellbeing initiative" which includes a focus on increasing urban tree canopy in disadvantaged neighborhoods.

- Community Engagement Coordinator (to be hired) will provide expertise in equitable community engagement techniques; climate and economic justice related issues; principles and practices of community organizing; and development of comprehensive communication/public information programs.
- Stuart Chadwick, Urban Forester brings experience in tree care and monitoring and will serve as partner lead in developing urban tree management plans.

City of Marysville's Mission and Key Personnel:

Mission: Marysville takes care of its needs for today while building a better tomorrow.

- Brooke Ensor, NPDES Coordinator has over 15 years of experience in the municipal stormwater field. Brooke will serve as Marysville's project manager and community outreach liaison.
- Adam Benton, Stormwater Utility Manager will contribute to Urban Forest Management, Monitoring, and Maintenance plan development.

9. Communications Plan

A comprehensive communications plan is detailed above in **Goal 5**. In addition to the activities to Enhance Public Awareness, we will also:

- Include acknowledgment of the source of funding on educational signs developed and installed at all neighborhood planting locations. All signage will also highlight the economic, ecological, and human wellbeing benefits of the trees to the public, including the amount of carbon stored per tree.
- Include acknowledgment of the source of funding in all press releases and promotional materials, including SCD's, Tulalip Tribes, Everett's and Marysville's websites, and the Trees for Resilience Toolkit at <https://betterground.org/urban-forests/>

10. Evidence of Disadvantaged Community Status for projects requesting Match Waiver

100 percent of the funding for this project will benefit disadvantaged communities. The project's primary focus is to address the issue of tree equity in disadvantaged communities in the cities of Everett and Marysville and the Tulalip tribal communities. Attached are maps identifying areas of interest overlaid by the CEJST layers for the Cities of Marysville and Everett. A map of Tulalip Tribal communities prioritized by

highest percent of poverty level, lowest percent of present tree canopy, and highest percent of available planting area. Each element of the plan stated above will be focused on these communities, and all work will be tracked at this level.

UCF IRA - Growing Urban Forest in Snohomish County
Implementation/Deliverables Timeline

January 2024 - December 2028

Year, Quarter	Goal.Outcome	Deliverables
YEAR ONE		
2024, Q1	Goal 1	Conduct meetings with project partners – Everett, Marysville, and Tulalip
	Goal 1	Training and planning for tree inventories and events
	Goal 2.1	Develop “Climate Resilient Tree Species Planting List”
	Goal 2.3	Initiate carbon credit certification process
2024, Q2	Goal 1.1	Conduct tree canopy inventories in 13 neighborhoods
	Goal 1	Meetings with confirmed and potential collaborators
	Goal 5.1, 5.2, 5.3	Create outreach and engagement strategies
	Goal 1.3	Create draft for jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)
2024, Q3	Goal 5.1, 5.2, 5.3	Outreach to neighborhoods to invite to community meetings and tree-planting kick-off events
		Complete planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.3	Complete at least three project highlight media postings
	Goal 5.1	Conduct Community Meetings to seek input on planting plans
2024, Q4	Goal 5.1, 5.2	Outreach to neighborhoods for tree-planting kick-off events
	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~785 trees in neighborhoods at kick-off events
	Goal 5.5	Annual community awareness survey
YEAR TWO		
2025, Q1	Goal 1.3	Update the three jurisdiction-wide urban forest management, maintenance, and monitoring plans (to be updated annually)
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2025, Q2	Goal 5.4	Update Trees for Resilience toolkit with new resource
2025, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting plans
2025, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees

	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR THREE		
2026, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2026, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.4	Update Trees for Resilience toolkit with new resource
2026, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings to seek input on planting plans
2026, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR FOUR		
2027, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2027, Q2	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.4	Update Trees for Resilience toolkit with new resource
2027, Q3	Goal 3.1, 3.2, 3.3, 5.1, 5.2, 5.3	Outreach to neighborhoods for food forests and indigenous trees, and planting plans
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting plans
2027, Q4	Goal 3.1, 3.2, 3.3, 5.1, 5.2	Outreach to neighborhoods for food forests and indigenous trees
	Goal 1.4, 1.5, 3.1, 3.2, 3.3, 5.1, 5.2	Field crews and community members plant ~1510 trees
	Goal 5.5	Annual community awareness survey
YEAR FIVE		

2028, Q1	Goal 1.3	Update three jurisdiction-wide urban forest management, maintenance, and monitoring plans
	Goal 1.1	Update outreach and engagement strategies / partnership meetings
	Goal 2.3	Update carbon credit compliance documentation
2028, Q2	Goal 4.3	Design educational signs in multiple locations
	Goal 4.4, 5.3	Outreach for sign installations and training events
2028, Q3	Goal 4.3	Install educational tree signs
	Goal 1.6, 2.2	Three tree monitoring and adaptive management reports completed
	Goal 4.4	Monitoring training events
	Goal 5.2	Conduct youth engagement
	Goal 5.1	Conduct community meetings for input on planting and maintenance
	Goal 4.4	Monitoring training events
2028, Q4	Goal 1.4, 1.5, 5.1, 5.2	Field crews and community members plant ~785 trees
	Goal 2.3	Finalize carbon credit compliance documentation
	Goal 5.5	Annual community awareness survey

Project title: Professional Services Agreement (PSA) for construction of Lift Station 47 – Beverly Lake Sewer Replacement project with Casne Engineering.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 09/11/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed agreement

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

Thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Beverly Lake Sewer Replacement Project

Partner/Supplier: Casne Engineering (Electrical)

Location: Beverly Lake from 645-801 75th Street SE

Preceding action: Ordinance No. 3737-20, approved 3/18/20

Fund: 336 – Water & Sewer System Improvements

Fiscal summary statement:

The programmed available funding, as established by City Ordinance No. 3737-20, is \$3,500,000.

Project summary statement:

This improvement project will include furnishing all labor, materials and equipment necessary to realign and replace pipes and structures to bring sewage to a **proposed centralized lift station**. Construction will include 480 linear feet of water service and approximately 700 linear feet of sanitary sewer main, 560 linear feet of sewer force main, 6-48" Sewer Manholes, Lift Station Below and Above-Grade, , 415 ton of HMA, 950 feet of electrical conduit, 1 each Electrical Junction Box and other such appurtenances.

The proposed project will incorporate trenchless technology to minimize the environmental impacts as well as impacts to local residents.

Recommendation (exact action requested of Council):

Authorize the Professional Services Agreement with Casne Engineering for the construction of Lift Station 47 – Beverly Lake Sewer Replacement Project.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Casne Engineering
	3545 Factoria Blvd SE, Su 200
	Bellevue, WA 98006
	Travis.Kinder@casne.com
City Project Manager	Daniel Enrico, P.E.
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Scope of Work (must select one)	<input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows Electrical Engineering Services for Lift Station 47
	<input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
Completion Date	December 31, 2025
Eligible Expenses (not-to-exceed)	\$31,442
Maximum Compensation Amount	\$31,442 <div>Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.</div>
Method of Payment (must select one)	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input checked="" type="checkbox"/> Payment method is described in scope of work. <input type="checkbox"/> Payment method is as follows: Enter payment method as text here
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Nicholas Wiley

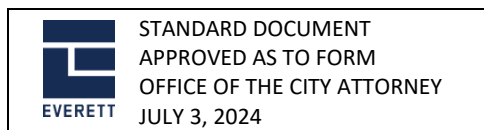
Signer's Email Address: nick.wiley@casne.com

Date

Title of Signer: Chief Operating Officer

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum

Compensation Amount in the Basic Provisions.

- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions or such other address as the City Project Manager may designate in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section

shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
 - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service

- is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with

Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**END OF GENERAL PROVISIONS
(v.070324)**



July 30, 2024

LS 47 - Beverly Lake Sewer Replacement Project

Electrical Engineering Services

Scope Summary

The existing electrical design will be reviewed, updated and stamped. The current design package contains seven electrical sheets, as well as electrical specification sections. We will review and update the design to meet NEC and local code requirements and implement updates to ensure a complete and practical electrical installation.

We will support the City of Everett during the bid phase, including an onsite bid meeting with prospective bidders and answering electrical related bid questions from bidders.

Construction phase service will include electrical product submittal reviews and RFI response, supporting coordination between Snohomish PUD and electrical contractor, assisting with commissioning planning, onsite commissioning support with owner and the integration team (City of Everett performing programming internally). Upon construction completion, we will assist in completing and stamping record drawings, perform the Arc Flash study, and provide Arc Flash labels.

Payment

Payment shall be by monthly progress report for actual time and materials.

July 26, 2024

City of Everett Public Works Department

Everett WA, 98201

**Attention: Dan Enrico
Project Engineer**

**Subject: Beverly Lake Sanitary Sewer Replacement & LS #47
Electrical Engineering Design and Construction Services
Casne Proposal P241138-001R1**

Dear Mr. Enrico,

Thank you for the opportunity to provide this proposal to complete this design and support construction for this project.

Background

The sewage piping in this area was identified as in need of replacement over ten years ago. The new design, which is near complete, was brought to its current state by City of Everett engineers, and possibly other partners we are not aware of, some time ago. The electrical portion of the design pertains only to the sewage lift station area, which includes a duplex pump wet well, PLC control panel, 480V VFD control panel, standby generator, electrical equipment rack, and other electrical equipment, all underneath a canopy and surrounded by a security fence.

Electrical service to this system will be completed by Snohomish PUD, including pole mounted transformer (existing to be replaced at their discretion) and pad mounted lift station transformer.

Project Approach

The existing electrical design will be reviewed, updated and stamped. The current design package contains seven electrical sheets, as well as electrical specification sections. We will review and update the design to meet NEC and local code requirements, and implement updates to ensure a complete and practical electrical installation.

We will support the City of Everett during the bid phase, including an onsite bid meeting with prospective bidders and answering electrical related bid questions from bidders.

Construction phase service will include electrical product submittal reviews and RFI response, supporting coordination between Snohomish PUD and electrical contractor, assisting with commissioning planning, onsite commissioning support with owner and the integration team (City of Everett performing programming internally). Upon construction completion, we will assist

in completing and stamping record drawings, perform the Arc Flash study, and provide Arc Flash labels.

Scope of Services

The services are as follows:

1. Design
The design will include:
 - a. Review current design.
 - b. Update current design, submitting markups to City of Everett for CAD updates
 - c. PE sign and stamp electrical package for Bid/Construction
 - d. Remote meetings
2. Construction Assistance
This will include:
 - a. Submittal Reviews
 - b. RFIs
 - c. Arc flash model and stickers (SKM platform)
 - d. Record drawing markups to City of Everett
3. Commissioning
This will include:
 - a. Commissioning planning assistance
 - b. Device IO Checkout
 - c. Onsite startup assistance

Assumptions

1. City of Everett to complete CAD work.
2. City of Everett supplying PLC and VFD control panels.
3. PLC and VFD control panel design and wiring details are not required, as they are already built.
4. 1 Meeting onsite for bid phase services, 1 meeting onsite during construction, and 3-4 days onsite for startup.
5. ~6 remote/virtual meetings during construction.

Exclusions

1. Selective Breaker Coordination
2. Hardware
3. Software
4. Washington State Sales Tax

Compensation

Casne Engineering proposes to perform the Scope of Services outlined above on a Time and Materials basis in accordance with the attached Fee Estimate worksheets. The cost breakdown is as follows:


Design	\$	7,502
Construction Assistance	\$	23,940
TOTAL	\$	31,442

As requested, I have broken this cost down by tasks discussed in our meeting on 7/25:

Design Review:	\$3,336
Design Completion:	\$4,166
Bid Phase:	\$1,600
Construction Support:	\$9,440
Commissioning Support:	\$9,380
Arc Flash:	\$3,520
Total	\$31,442

Thank you again for this opportunity. If you have any questions or additional information is required, please do not hesitate to call.

Sincerely,
CASNE ENGINEERING, INC.



Travis Kinder
Project Manager

Attachments

cc: Paul Wilhelm, City of Everett
Curtis Clute, Casne
File

Client:

Project:

Proposal:

Number:

City of Everett
Beverly Lake Sanitary Sewer Replacement & LS #47
P241138-001R1

Date:

File:

Tab:

Author:

July 31, 2024
P241138-001R1 City of Everett Beverly Lak
Summary
Travis Kinder

SUMMARY			TOTAL
PHASE 3.0	DESIGN EXPENSES	\$7,502	\$7,502
PHASE 5.0	CONSTRUCTION ASSISTANCE EXPENSES	\$23,668 \$272	\$23,940
SUBTOTAL			\$31,442

FEE TOTALS	
SUMMARY SUBTOTAL	\$31,442
SUBCONSULTANTS SUBTOTAL	\$0
TOTAL	\$31,442

Client: City of Everett
Project: Beverly Lake Sanitary Sewer Replacement & LS #47
Proposal: P241138-001R1
Number:

Date: July 31, 2024
File: P241138-001R1 City of Everett Beverly Lake Sewage
Tab: Phase 3.0 - Design
Author: Travis Kinder

PHASE 3.0:

Labor Code	Tasks	Principal Engineer	Project Manager 2	Project Manager 1	Senior Engineer 2	Senior Engineer 1	Engineer 3	Engineer 2	Engineer 1	Project Admin	Designer 2	Designer 1	AutoCAD 2	AutoCAD 1	Administrative	Total
	ENGINEERING RATES	\$200	\$171	\$168	\$160	\$154	\$148	\$142	\$130	\$114	\$120	\$114	\$100	\$94	\$90	
300	PROJECT MANAGEMENT															
	PROJECT MANAGEMENT			4												\$672
	PROJECT SCHEDULING															
	COORDINATION W/ ASSOC. PROJECTS															
301	FIELD INVESTIGATION															
302	DESIGN MEETINGS															
	PROJECT KICK-OFF				1											\$160
	DESIGN COORDINATION (X)		2		2											\$662
	DESIGN REVIEWS (X)															
303	QA/QC		2													\$342
304	UTILITY COORDINATION															
310	PIPING & INSTRUMENTATION DIAGRAMS															
	P&IDS															
	NETWORK DIAGRAMS															
320	ONE-LINE DIAGRAMS															
	ONE-LINE DIAGRAM				4											\$640
	MEDIUM VOLTAGE															
	EMERGENCY POWER															
	UPS															
325	ENGINEERING RESEARCH				4											\$640
330	PLANS															
	DRAWING LIST															
	SYMBOL/LEGEND															
	SITE															
	MEDIUM VOLTAGE DISTRIBUTION															
	480V. POWER		4		4											\$1,324
	120V. POWER				4											\$640
	LIGHTING															
	400 HZ / DC POWER															
	INSTRUMENTATION/CONTROL				2											\$320
	AUXILIARY SYSTEMS (A/V)															
	IN SLAB CONDUIT															
	GROUNDING				1											\$160
	NETWORK / DATA / COMMS															
	SUBMITTAL PACKAGE ASSEMBLY (X)				2											\$320
341	REMOVAL DRAWINGS															
342	ELEVATIONS & DETAILS															
	MEDIUM VOLTAGE ELEVATIONS															
	MCC SCHEDULE / ELEVATIONS															
	MISC ELEVATIONS / DETAILS				2											\$320
	MCC CONTROL WIRING DIAGRAMS															
	CONTROL WIRING DIAGRAMS															
Subtotal Hours			8	4	26											
*CONTINUED ON NEXT PAGE															Subtotal	\$6,200

THE ABOVE RATES FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

Date: July 31, 2024
File: P241138-001R1 City of Everett Beverly Lake Sewage
Tab: Phase 3.0 - Design
Author: Travis Kinder

[illegible]

Subtotal	\$7,502
Expenses	
TOTAL	\$7,502

THE ABOVE RATES FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

Date: July 31, 2024
File: P241138-001R1 City of Everett Beverly Lake Sewage
Tab: Phase 5.0 - Construction Assistance
Author: Travis Kinder

[illegible]

Subtotal	\$23,668
Expenses	\$272
TOTAL	\$23,940

THE ABOVE RATES FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

Project title: Award the Construction Contract for the West Marine View Drive/Alverson Blvd and 41st Street/Grand Avenue Pedestrian Improvements project to Diverse Earthworks, Inc. of Tulalip, WA in the amount of \$519,429.13.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 09/11/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Bid Summary, Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Award of Construction Contract

Project: West Marine View Drive/Alverson Blvd and 41st Street/Grand Avenue Pedestrian Improvements

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: West Marine View Drive /Alverson and 41st/ Grand Ave

Preceding action: Ordinance No. 3837- 21, approved on [11/24/2021](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The programmed available funding, as established by City Ordinance No. 3837-21, for this project is \$865,200.

Project summary statement:

Bid proposals for the West Marine View Drive/Alverson Blvd and 41st Street/Grand Avenue Pedestrian Improvements project were opened on August 20, 2024, with seven (7) bid proposals received. Diverse Earthworks, Inc. of Tulalip, WA was the lowest responsive responsible bidder in the amount of \$519,429.13.

The work includes but is not limited to the replacement of the existing pedestrian path in Hibulb Park with Hot Asphalt Mix (HMA) in the same location. The path will be extended north to the West Marine View Drive and Alverson intersection where it will join new cement concrete sidewalk that terminates at the existing south end of the rapid flashing beacon. In addition, a new ADA ramp, new raised median on West Marine View Drive at the Rapid Flashing Beacon, a short landscape retaining wall, signage, and illumination will be added.

At 41st/Grand Ave, the work will upgrade the existing crosswalk with new ADA ramps and Rapid Rectangular Flashing Beacons (RRFB) with an advance notice flasher.

Recommendation (exact action requested of Council):

Award the Construction Contract for the West Marine View Drive/Alverson Blvd and 41st Street/Grand Avenue Pedestrian Improvements project to Diverse Earthworks, Inc. of Tulalip, WA in the amount of \$519,429.13.



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

Project: W.O.# 3630 West Marine View Drive / Alverson Blvd and 41st Street / Grand Avenue Pedestrian Improvements

Project Engineer: Laura Claywell, Project Engineer

Date BIDS Received/Opened: 8/20/2024 @ 2:00 pm PDT

Prepared By: Eugene Houtby Date: 8/21/2024

Check/Approved By: Laura Claywell Date: 8/21/2024



3200 Cedar Street,
Everett WA 98201

BID TABULATION
West Marine View Drive / Alverson Blvd and 41st Street / Grand Avenue Pedestrian Improvements
W.O.# 3630
Bid Date: 8/20/2024 @ 2:00 pm PDT

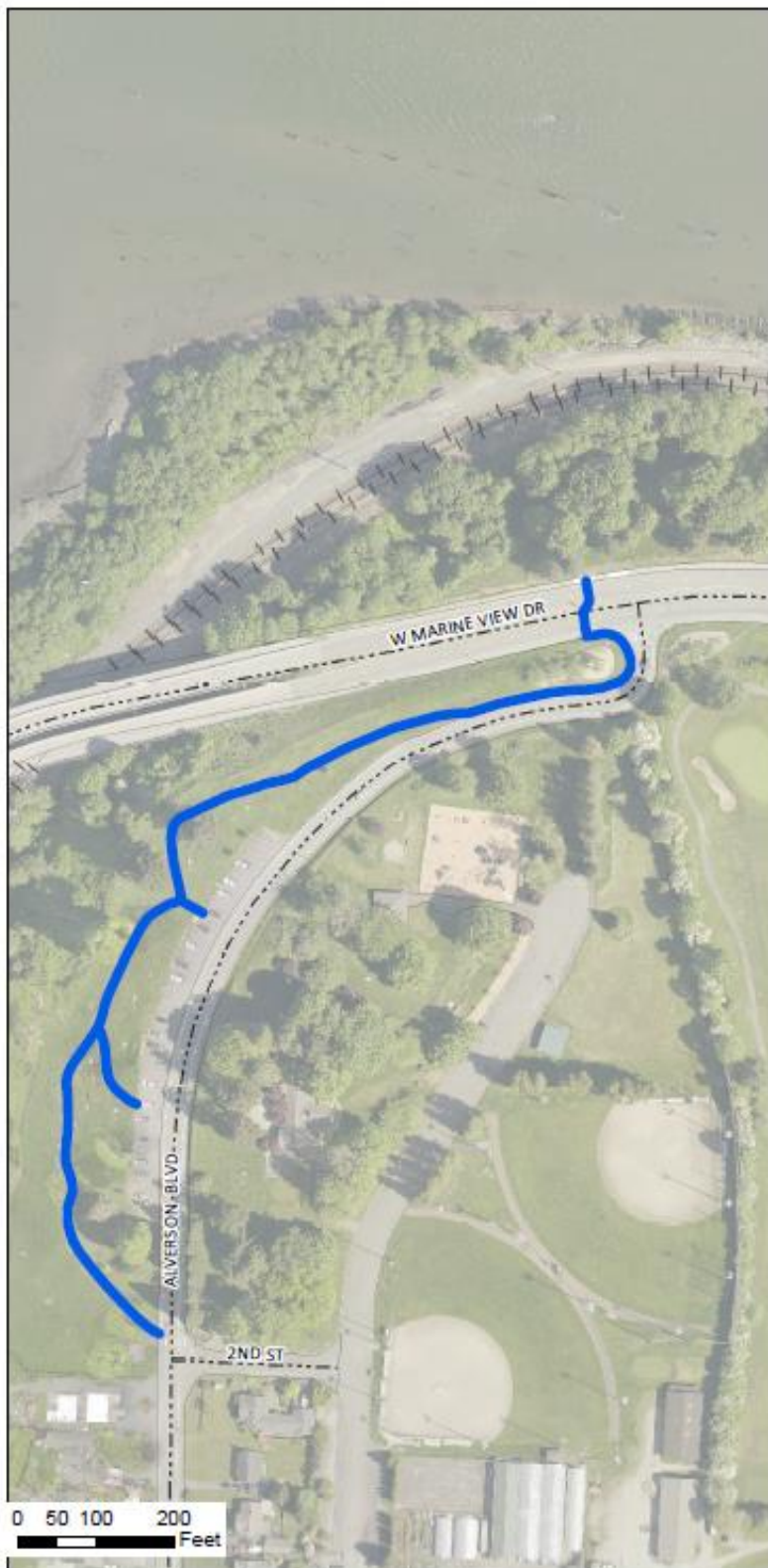
Prepared By: Eugene Houtby For: Laura Claywell, Project Engineer				ENGINEER'S ESTIMATE			Diverse Earthworks Inc			Accord Contractors LLC			SRV Construction Inc			Road Construction Northwest Inc			Faber Construction Corp			Excavation West Inc			Bayshore Construction Company LLC		
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
1	MOBILIZATION	LS	1	\$58,050.00	\$58,050.00	\$24,150.00	\$24,150.00	\$45,000.00	\$45,000.00	\$55,500.00	\$55,500.00	\$50,000.00	\$50,000.00	\$63,183.00	\$63,183.00	\$50,000.00	\$50,000.00	\$63,183.00	\$63,183.00	\$113,930.50	\$113,930.50	\$113,930.50	\$34,000.00	\$34,000.00			
2	CLEARING AND GRUBBING	ACRE	0.26	\$13,463.50	\$3,500.51	\$18,966.15	\$4,931.20	\$3,640.00	\$3,640.00	\$27,500.00	\$7,150.00	\$30,000.00	\$30,000.00	\$2.00	\$2,000.00	\$30,000.00	\$3,398.00	\$7,800.00	\$7,800.00	\$94,700.00	\$24,622.00	\$24,622.00	\$21,000.00	\$5,460.00			
3	REMOVING PLASTIC LINE	LF	1699	\$4.00	\$6,796.00	\$1.65	\$2,803.35	\$6,796.00	\$6,796.00	\$1.80	\$3,058.20	\$3,398.00	\$3,398.00	\$2.00	\$2,000.00	\$3,398.00	\$3,398.00	\$2.00	\$2,000.00	\$1.60	\$2,718.40	\$2,718.40	\$2.00	\$3,398.00			
4	REMOVING PLASTIC TRAFFIC MARKING	EA	2	\$60.00	\$120.00	\$260.00	\$520.00	\$600.00	\$600.00	\$300.00	\$600.00	\$662.00	\$662.00	\$338.00	\$666.00	\$8.00	\$2,000.00	\$662.00	\$662.00	\$279.00	\$558.00	\$558.00	\$350.00	\$700.00			
5	REMOVING PLASTIC CROSSWALK LINE	SF	250	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$875.00	\$875.00	\$7.20	\$1,800.00	\$2,000.00	\$2,000.00	\$8.00	\$2,000.00	\$8.00	\$2,000.00	\$8.00	\$2,000.00	\$6.40	\$1,600.00	\$1,600.00	\$9.00	\$2,250.00			
6	REMOVING MISCELLANEOUS TRAFFIC ITEM	LS	1	\$5,000.00	\$5,000.00	\$575.00	\$575.00	\$1,800.00	\$1,800.00	\$480.00	\$480.00	\$2,000.00	\$2,000.00	\$5,974.00	\$5,974.00	\$2,000.00	\$2,000.00	\$5,974.00	\$5,974.00	\$3,100.00	\$3,100.00	\$6,300.00	\$6,300.00	\$6,300.00			
7	HAZARDOUS MATERIAL EXCAVATION INCL HAUL	TON	599	\$84.18	\$50,470.83	\$331.54	\$78,792.46	\$83,860.00	\$83,860.00	\$159.00	\$95,241.00	\$189.50	\$113,510.50	\$189.50	\$113,510.50	\$246.00	\$147,354.00	\$186.00	\$111,414.00	\$186.00	\$111,414.00	\$220.00	\$131,780.00	\$131,780.00	\$131,780.00		
8	ROADWAY EXCAVATION INCL HAUL	CY	120	\$55.00	\$6,600.00	\$79.37	\$9,524.40	\$42.00	\$5,040.00	\$48.50	\$5,820.00	\$129.50	\$15,540.00	\$129.50	\$15,540.00	\$151.00	\$18,120.00	\$151.00	\$18,120.00	\$70.26	\$8,431.20	\$105.00	\$12,600.00	\$12,600.00			
9	CRUSHED SURFACING BASE COURSE	TON	507	\$55.00	\$27,885.00	\$58.98	\$29,902.86	\$63.00	\$31,941.00	\$40.50	\$20,533.50	\$62.25	\$31,560.75	\$62.25	\$31,560.75	\$103.00	\$52,221.00	\$103.00	\$52,221.00	\$51.00	\$25,857.00	\$108.00	\$54,756.00	\$54,756.00	\$54,756.00		
10	HMA CL. 1/2 IN PG 64-22	TON	229	\$220.00	\$50,380.00	\$210.00	\$48,090.00	\$330.00	\$75,570.00	\$325.00	\$74,425.00	\$311.00	\$71,219.00	\$311.00	\$71,219.00	\$303.00	\$69,387.00	\$303.00	\$69,387.00	\$281.35	\$64,429.15	\$350.00	\$80,150.00	\$80,150.00			
11	SAWCUTTING ASPHALT	LF	240	\$7.00	\$1,680.00	\$11.45	\$2,748.00	\$10.00	\$2,400.00	\$12.00	\$2,880.00	\$7.50	\$1,800.00	\$7.50	\$1,800.00	\$13.00	\$3,120.00	\$13.00	\$3,120.00	\$6.45	\$1,548.00	\$7.00	\$1,680.00	\$1,680.00	\$1,680.00		
12	INLET PROTECTION	EA	2	\$127.00	\$254.00	\$97.75	\$195.50	\$500.00	\$1,000.00	\$95.00	\$1,900.00	\$114.50	\$229.00	\$114.50	\$229.00	\$180.00	\$360.00	\$180.00	\$360.00	\$105.00	\$2,100.00	\$200.00	\$400.00	\$400.00			
13	TOPSOIL TYPE C	SY	1375	\$11.00	\$15,125.00	\$24.31	\$33,426.25	\$8.00	\$11,000.00	\$16.00	\$22,000.00	\$14.50	\$19,937.50	\$14.50	\$19,937.50	\$20.00	\$27,500.00	\$20.00	\$27,500.00	\$5.35	\$7,356.25	\$12.00	\$16,500.00	\$16,500.00	\$16,500.00		
14	SOD INSTALLATION	SY	1375	\$11.00	\$15,125.00	\$15.78	\$21,697.50	\$15.00	\$20,625.00	\$24.00	\$33,000.00	\$20.00	\$27,500.00	\$20.00	\$27,500.00	\$24.00	\$33,000.00	\$24.00	\$33,000.00	\$13.50	\$18,562.50	\$25.00	\$34,375.00	\$34,375.00	\$34,375.00		
15	HIGH VISIBILITY FENCE	LF	2625	\$4.00	\$10,500.00	\$4.83	\$12,678.75	\$1.00	\$3,000.00	\$4.80	\$12,600.00	\$5.50	\$14,437.50	\$5.50	\$14,437.50	\$8.00	\$21,000.00	\$8.00	\$21,000.00	\$3.00	\$7,875.00	\$5.00	\$13,125.00	\$13,125.00	\$13,125.00		
16	SILT FENCE	LF	200	\$7.00	\$1,400.00	\$5.50	\$1,100.00	\$2,000.00	\$2,000.00	\$8.50	\$1,700.00	\$6.25	\$1,250.00	\$6.25	\$1,250.00	\$9.00	\$1,800.00	\$9.00	\$1,800.00	\$9.25	\$1,850.00	\$9.00	\$1,800.00	\$1,800.00	\$1,800.00		
17	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	54	\$72.00	\$3,888.00	\$77.83	\$4,202.82	\$70.00	\$3,780.00	\$102.00	\$5,508.00	\$112.25	\$6,061.50	\$112.25	\$6,061.50	\$56.00	\$3,024.00	\$56.00	\$3,024.00	\$104.25	\$5,629.50	\$98.00	\$5,592.00	\$5,592.00	\$5,592.00		
18	CEMENT CONC. PEDESTRIAN CURB	LF	36	\$53.00	\$1,908.00	\$90.29	\$3,250.44	\$65.00	\$2,340.00	\$80.50	\$2,898.00	\$62.00	\$2,232.00	\$62.00	\$2,232.00	\$39.00	\$1,404.00	\$39.00	\$1,404.00	\$89.70	\$3,229.20	\$75.00	\$2,700.00	\$2,700.00	\$2,700.00		
19	CEMENT CONCRETE CURB TYPE E-1	LF	237	\$66.00	\$15,642.00	\$60.99	\$14,454.63	\$60.00	\$14,220.00	\$63.50	\$15,049.50	\$70.00	\$16,590.00	\$70.00	\$16,590.00	\$50.00	\$11,850.00	\$50.00	\$11,850.00	\$66.76	\$15,822.12	\$51.00	\$12,087.00	\$12,087.00	\$12,087.00		
20	PLASTIC TRAFFIC ARROW	EA	2	\$405.00	\$810.00	\$425.00	\$850.00	\$500.00	\$1,000.00	\$480.00	\$960.00	\$530.00	\$1,060.00	\$530.00	\$1,060.00	\$525.00	\$1,050.00	\$525.00	\$1,050.00	\$426.00	\$852.00	\$274.00	\$1,148.00	\$1,148.00			
21	24-INCH PLASTIC CROSSWALK LINE	LF	190	\$12.00	\$2,280.00	\$25.00	\$4,750.00	\$6.00	\$1,140.00	\$26.50	\$5,035.00	\$29.00	\$5,510.00	\$29.00	\$5,510.00	\$29.00	\$5,510.00	\$29.00	\$5,510.00	\$24.55	\$4,664.50	\$31.00	\$5,890.00	\$5,890.00	\$5,890.00		
22	PLASTIC BICYCLE LANE SYMBOL	EA	4	\$550.00	\$2,200.00	\$900.00	\$3,600.00	\$600.00	\$2,400.00	\$600.00	\$2,400.00	\$662.00	\$2,648.00	\$662.00	\$2,648.00	\$657.00	\$2,628.00	\$657.00	\$2,628.00	\$533.00	\$2,132.00	\$718.00	\$2,872.00	\$2,872.00	\$2,872.00		
23	4-INCH PLASTIC LINE	LS	330	\$7.50	\$2,475.00	\$4.50	\$1,485.00	\$6.00	\$1,980.00	\$5.00	\$1,650.00	\$5.50	\$1,815.00	\$5.50	\$1,815.00	\$8.00	\$2,640.00	\$8.00	\$2,640.00	\$4.26	\$1,405.80	\$6.00	\$1,980.00	\$1,980.00	\$1,980.00		
24	8-INCH PLASTIC LINE	LF	1870	\$10.00	\$18,700.00	\$6.70	\$12,529.00	\$12.00	\$22,440.00	\$7.20	\$13,464.00	\$8.00	\$14,960.00	\$8.00	\$14,960.00	\$8.00	\$14,960.00	\$8.00	\$14,960.00	\$6.40	\$11,968.00	\$9.00	\$16,830.00	\$16,830.00	\$16,830.00		
25	PRECAST SLOPED MOUNTABLE CURB	LF	107	\$64.00	\$6,848.00	\$72.00	\$7,704.00	\$90.00	\$9,630.00	\$78.00	\$8,346.00	\$86.00	\$9,202.00	\$86.00	\$9,202.00	\$85.00	\$9,095.00	\$85.00	\$9,095.00	\$69.25	\$7,409.75	\$93.00	\$9,951.00	\$9,951.00	\$9,951.00		
26	PERMANENT TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$18,200.00	\$18,200.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00	\$1,450.00	\$1,450.00	\$1,450.00	\$1,450.00	\$11,922.00	\$11,922.00	\$11,922.00	\$11,922.00	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00	\$6,000.00			
27	PERMANENT SIGNING	LS	1	\$10,000.00	\$10,000.00	\$12,946.00	\$12,946.00	\$5,000.00	\$5,000.00	\$2,575.00	\$2,575.00	\$4,150.00	\$4,150.00	\$4,150.00	\$4,150.00	\$10,508.00	\$10,508.00	\$10,508.00	\$10,508.00	\$21,307.65	\$21,307.65	\$30,000.00	\$30,000.00	\$30,000.00			
28	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$29,750.00	\$29,750.00	\$5,000.00	\$5,000.00	\$64,650.00	\$64,650.00	\$52,600.00	\$52,600.00	\$52,600.00	\$52,600.00	\$17,882.00	\$17,882.00	\$17,882.00	\$17,882.00	\$46,861.04	\$46,861.04	\$50,000.00	\$50,000.00	\$50,000.00			
29	ILLUMINATION SYSTEM	LS	1	\$20,000.00	\$20,000.00	\$21,026.00	\$21,026.00	\$65,000.00	\$65,000.00	\$30,200.00	\$30,200.00	\$45,800.00	\$45,800.00	\$45,800.00	\$45,800.00	\$45,423.00	\$45,423.00	\$45,423.00	\$45,423.00	\$48,285.92	\$48,285.92	\$30,000.00	\$30,000.00	\$30,000.00			



3200 Cedar Street,
Everett WA 98201

BID TABULATION
West Marine View Drive / Alverson Blvd and 41st Street / Grand Avenue Pedestrian Improvements
W.O.# 3630
Bid Date: 8/20/2024 @ 2:00 pm PDT

Prepared By: Eugene Houtby For: Laura Claywell, Project Engineer				ENGINEER'S ESTIMATE		Diverse Earthworks Inc		Accord Contractors LLC		SRV Construction Inc		Road Construction Northwest Inc		Faber Construction Corp		Excavation West Inc		Bayshore Construction Company LLC	
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
30	TRAFFIC SIGNAL SYSTEM	LS	1	\$110,000.00	\$110,000.00	\$47,029.00	\$47,029.00	\$60,000.00	\$60,000.00	\$3,750.00	\$3,750.00	\$7,650.00	\$7,650.00	\$77,500.00	\$77,500.00	\$78,288.00	\$78,288.00	\$67,406.78	\$67,406.78
31	TRAFFIC CONTROL SUPERVISOR	LS	1	\$5,000.00	\$5,000.00	\$6,900.00	\$6,900.00	\$3,000.00	\$3,000.00	\$7,650.00	\$7,650.00	\$6,350.00	\$6,350.00	\$9,000.00	\$9,000.00	\$19,496.00	\$19,496.00	\$15,984.97	\$15,984.97
32	ROADWAY SURVEYING	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$11,200.00	\$11,200.00	\$9,000.00	\$9,000.00	\$12,505.00	\$12,505.00	\$9,830.00	\$9,830.00	\$9,830.00	\$9,830.00
33	ADA FEATURE SURVEYING	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$1,600.00	\$1,600.00	\$3,126.00	\$3,126.00	\$4,160.00	\$4,160.00	\$4,160.00	\$4,160.00
34	CURB RAMP TYPE PARALLEL B	EA	1	\$4,125.00	\$4,125.00	\$805.35	\$805.35	\$5,000.00	\$5,000.00	\$5,630.00	\$5,630.00	\$5,300.00	\$5,300.00	\$3,284.00	\$3,284.00	\$4,411.00	\$4,411.00	\$4,411.00	\$4,411.00
35	TYPE D CURB RAMP	EA	2	\$5,500.00	\$11,000.00	\$2,598.50	\$5,197.00	\$1,250.00	\$2,500.00	\$5,630.00	\$11,260.00	\$5,300.00	\$10,600.00	\$3,284.00	\$6,568.00	\$4,318.00	\$9,036.00	\$4,318.00	\$9,036.00
36	DETECTABLE WARNING SURFACE	SF	60	\$64.00	\$3,840.00	\$81.64	\$4,898.40	\$22.00	\$1,320.00	\$46.00	\$3,960.00	\$55.00	\$3,300.00	\$39.00	\$2,340.00	\$58.60	\$3,516.00	\$58.60	\$3,516.00
37	CEMENT CONC SIDEWALK	SY	134	\$86.00	\$11,524.00	\$102.65	\$13,755.10	\$45.00	\$6,030.00	\$144.00	\$19,296.00	\$148.50	\$19,899.00	\$72.00	\$9,648.00	\$133.00	\$17,822.00	\$133.00	\$17,822.00
38	ADJUST JUNCTION BOX	EA	4	\$398.00	\$1,592.00	\$281.75	\$1,127.00	\$600.00	\$2,400.00	\$335.00	\$1,340.00	\$715.00	\$2,860.00	\$540.00	\$2,160.00	\$910.00	\$3,640.00	\$910.00	\$3,640.00
39	ADJUST CATCH BASIN	EA	1	\$650.00	\$650.00	\$747.50	\$747.50	\$600.00	\$600.00	\$1,375.00	\$1,375.00	\$1,200.00	\$1,200.00	\$596.00	\$596.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00
40	CEMENT CONCRETE MODULAR BLOCK UNIT RETAINING WALL	SF	76	\$45.00	\$3,420.00	\$57.87	\$4,398.12	\$45.00	\$3,420.00	\$104.00	\$7,904.00	\$129.00	\$9,804.00	\$44.00	\$3,344.00	\$205.00	\$15,580.00	\$205.00	\$15,580.00
41	MINOR CHANGE	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
42	SPEC PLAN	LS	1	\$2,000.00	\$2,000.00	\$1,725.00	\$1,725.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$625.00	\$625.00	\$1,250.00	\$1,250.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00
43	24-INCH PLASTIC GREEN BIKE LANE EXTENSION LINE	SF	80	\$17.50	\$1,400.00	\$33.60	\$2,688.00	\$18.00	\$1,440.00	\$38.40	\$3,072.00	\$42.25	\$3,380.00	\$42.00	\$3,360.00	\$34.09	\$2,727.20	\$34.09	\$2,727.20
44	24-INCH PLASTIC STOP BAR LINE	LF	30	\$13.50	\$405.00	\$37.10	\$1,113.00	\$15.00	\$450.00	\$42.50	\$1,275.00	\$47.00	\$1,410.00	\$46.00	\$1,380.00	\$37.82	\$1,134.60	\$37.82	\$1,134.60
45	PLASTIC SHARROW STRAIGHT (WHITE ON GREEN BACKGROUND)	EA	3	\$1,500.00	\$4,500.00	\$1,837.50	\$5,512.50	\$250.00	\$750.00	\$2,100.00	\$6,300.00	\$2,325.00	\$6,975.00	\$2,299.00	\$6,897.00	\$1,864.00	\$5,592.00	\$1,864.00	\$5,592.00
Contract Totals:				\$554,043.34	\$554,043.34	\$519,429.13	\$519,429.13	\$562,587.00	\$562,587.00	\$637,425.20	\$637,425.20	\$681,725.75	\$681,725.75	\$734,851.64	\$734,851.64	\$737,000.03	\$737,000.03	\$745,515.00	\$745,515.00



W MARINE VIEW DR/ALVERSON BLVD AND 41ST ST/GRAND AVE PEDESTRIAN AND BIKE SAFETY PROJECT

Project Location



Project title: Award and authorize the Russula Commercial Thin Timber Sale Erickson Logging and Construction Inc.

Council Bill #

Project: Russula Commercial Thin Timber Sale

Partner/Supplier: n/a

Agenda dates requested:

Location: Lake Chaplain Tract

Briefing

Proposed action

Consent 09/11/24

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Timber Sale Contract

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

The Russula Commercial Thin Timber Sale will provide a total revenue of \$381,839.03.

Project summary statement:

In 2009, the City entered into an agreement with the Washington Department of Fish and Wildlife and the Public Utility District No. 1 of Snohomish County for the management of City lands at Lake Chaplain. This agreement required the City to develop the Lake Chaplain Tract Wildlife Habitat Management Plan (LCT-WHMP). This plan was modified in 2015 by the Safe/Harbor Cooperative Habitat Enhancement Agreement (SHA-CHEA) with the United States Fish and Wildlife Service and Washington State Department of Natural Resources. The LCT-WHMP and SHA-CHEA manage timber harvest and forestry activities to maintain and enhance habitat for wildlife. Commercial thinning creates understory diversity, benefitting many species, and allowing the remaining trees to grow larger over the next 30 years.

The award of the Russula Commercial Thin Timber Sale (2024-02) will continue to accomplish the habitat objectives approved in the Lake Chaplain Tract Wildlife Habitat Management Plan. The process for the sale went through the usual and accustomed method for any timber sale in the State of Washington, following the State Department of Natural Resources guidance. This included participation from Tulalip Tribes representatives at the Forest Practice Application field review meeting.

There are three units to be harvested totaling about 312 acres. There are estimated to be 10,753 tons of timber available to be harvested and the minimum acceptable bid is \$31.24/Ton. Based on bids received on August 27, 2024, the high bidder was Erickson Logging and Construction Inc. with a bid of \$35.51/ton.

Recommendation (exact action requested of Council):

Award the Russula Commercial Thin Timber sale (2024-02) to Erickson Logging and Construction Inc. in the amount of \$381,839.03 and authorize the Mayor to sign the Timber Sale Contract.

CITY OF EVERETT
BILL OF SALE AND CONTRACT FOR
FOREST PRODUCTS
EXPORT RESTRICTED TONNAGE SCALE

SALE NAME: RUSSULA COMMERCIAL THIN

CITY OF EVERETT (CITY) and ERICKSON LOGGING AND
CONSTRUCTION INC. (PURCHASER), AGREE AS FOLLOWS:

SECTION G: GENERAL TERMS

G-1 Definitions

The following definitions apply throughout this Contract:

Bill of Sale and Contract for Forest Products: Contract between the Purchaser and the City, which sets forth the procedures and obligations of the Purchaser in exchange for the right to remove forest products from the sale area. The Bill of Sale and Contract for Forest Products may include a Road Plan for any road construction or reconstruction, where applicable. The Bill of Sale and Contract for Forest Products is also referred to as the “Contract.”

Contract Administrator: Person responsible for administering the Contract for the City.

Total Estimated Value of Sale: The Total Estimated Value of Sale shown in Purchaser’s bid dated August 27,2024, which is \$381,839.03.

Species	Estimated Quantity (tons)	Rate (\$/ton)	Total
All Species	10,753	\$35.51/ton-price to be bid	\$381,839.03
Total Estimated Value of Sale			\$381,839.03

Forest Product: Any material derived from the forest for commercial use.

Purchaser: The company or individual that has entered into this Bill of Sale and Contract for Forest Products with the City for the right to harvest and remove forest products from the timber sale area.

Road Construction: Includes building new and maintaining existing forest roads and associated work that may be optional or required as described in the Road Plan.

City: The City of Everett, the landowner and seller of Forest Products from the timber sale area.

Subcontractor: Individual or company employed by the Purchaser to perform a portion or all of the services required by the Bill of Sale and Contract for Forest Products. The Purchaser is responsible for independently negotiating, procuring and paying for all subcontracted services rendered.

G-11 Right to Remove Forest Products and Contract Area

Purchaser was the successful bidder on 8/27/24 and City Council awarded this Contract to Purchaser. The City agrees to sell and permit Purchaser to cut and remove, and Purchaser agrees to purchase, as much of the following Forest Products as can be cut and removed during the term of this Contract:

Sale Description

All timber bound by pink Timber Harvest Boundary flagging, timber type breaks, the S-1000 Road, T-1200 Road, and the T-1000 Road, except trees marked with blue paint, (GRT) Leave Tree tags, dead and down old growth logs, stumps and other blowdown trees.

The described products above are located on approximately **312.0** acres in parts of Sections 26 and 35, Township 29 North, Range 07 East, and Section 31 of Township 29 North, Range 08 East, all W.M., in Snohomish County as shown on Timber Sale Maps and as designated in the sale area.

All forest products described above from the bole of the tree that meet or exceed 2 inches diameter inside bark on the small end are eligible for removal. Above ground components of a tree that remain as by-products after the manufacture of logs, including but not limited to tree tops, branches, limbs, needles, leaves, and stumps, are not eligible for removal under the terms of this contract.

This Contract does not convey an interest in land.

G-12 Export Restricted

The timber sold herein is hereby designated as export restricted. WAC 240-15-015 (relating to the prohibition on export and substitution), WAC 240-15-025 (relating to reporting requirements) and WAC 240-15-030 (relating to enforcement) are incorporated herein by

reference. A violation by the purchaser of the prohibitions under WAC 240-15-025 shall be sufficient cause for the City to cancel this Contract and, in the City's sole discretion, may be cause to disqualify Purchaser from future purchases and Contracts with the City.

G-20 Inspection By Purchaser

Purchaser hereby warrants to the City that they have had an opportunity to fully inspect the sale area and the Forest Products being sold. Purchaser further warrants to the City that it enters into this Contract based solely upon its own judgment of the value of the Forest Products, formed after its own examination and inspection of both the timber sale area and the Forest Products being sold. Purchaser also warrants to the City that it enters this Contract without any reliance upon the tonnage estimates, volume estimates, acreage estimates, appraisals, pre-bid documentation, or any other representations by the City or Roots Forestry Consulting, LLC.

G-25 Exhibits

The following exhibits are hereby incorporated by reference into this Contract, and Purchaser shall fully comply with all provisions of these exhibits:

- A. Timber Sale Maps
- B. Thinning Prescription
- C. Road Plan

G-30 Contract Term/Signatures

Purchaser shall remove the Forest Products conveyed and complete all work required by this Contract prior to **March 31, 2026**. This Contract expires on such date. Signatures on this Contract will be with AdobeSign, which is fully binding on both City and Purchaser.

G-40 Contract Term Adjustment – No Payment

Purchaser may request an adjustment in the Contract term. A request must be submitted in writing, must be received by the City within 30 days after the start of interruption or delay, and must indicate the actual or anticipated length of interruption or delay. The City may grant the adjustment only if the cause for Contract term adjustment is beyond Purchaser's control. The cause must be one of the following and the adjustment may be granted only if operations or planned operations under this Contract are actually interrupted or delayed:

- a. Road and bridge failures, which deny access;
- b. Shutdowns caused by, or resulting from, action or inaction by regulatory agencies, including, but not limited to, rules, changes in rules or regulations, or other action;
- c. Access road closures imposed by road owner;

- d. Excessive suspensions as provided in clause G-220.

G-51 Contract Extensions - Payment

Extensions of the Contract term may be granted only if, in the judgment of the City, Purchaser is acting in good faith and is endeavoring to remove the Forest Products conveyed. The term of this Contract may be extended for a reasonable time by the City if all of the following conditions are satisfied:

- a. A written request for extension of the Contract term must be received prior to the expiration date of the Contract.
- b. Completion of all required roads and compliance with all Contract and regulatory requirements.
- c. For the first extension, not to exceed 1 year, payment of at least 25 percent of the Total Estimated Value of Sale.

For the second extension, not to exceed 1 year, payment of at least 90 percent of the Total Estimated Value of Sale.

The payments shall not include the initial deposit which shall be held according to the provisions of RCW 79.15.100.

d. Payment of an amount equal to 12 percent interest per annum for the extension period on the unpaid portion of the Contract. To determine the unpaid portion of the contract, take the Total Estimated Value of Sale and subtract for each species item the remaining tonnage (based on estimated tonnage in the Timber Notice of Sale) multiplied by the Contract payment rate for each item and then further subtract all cash deposits that can be used for timber payments, except the initial deposit.

e. Payment of \$1.00 per acre per annum for the acres on which an operating release has not been issued in the sale area.

f. In no event will the extension charge be less than \$200.00.

g. Extension payments (which include the payments made under c, d, and e above) are non-refundable.

G-53 Surveys - Sensitive, Threatened, Endangered Species

Whenever the City determines that a survey for sensitive, threatened, or endangered species is prudent, or when Purchaser determines a survey is prudent and the City agrees, Purchaser shall perform such surveys at Purchaser's expense and to the standards required by the City. The survey information shall be supplied to the City.

G-60 No Warranties by City

THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. FOR EXAMPLE, THE FOLLOWING SPECIFIC MATTERS ARE NOT WARRANTED, AND ARE EXCLUDED FROM THIS TRANSACTION:

- a. The MERCHANTABILITY of the Forest Products. The use of the term "merchantable" elsewhere in this Contract is not intended to vary the foregoing.
- b. The CONDITION of the Forest Products. The Forest Products are conveyed "as is."
- c. The ACREAGE contained within any sale area. Any acreage descriptions appearing in the timber notice of sale, Timber Sale Maps, this Contract, or other documents are estimates only, provided solely for administrative and identification purposes.
- d. The TONNAGE, VOLUME, QUALITY, OR GRADE of the Forest Products. The descriptions of the Forest Products conveyed in this Contract are estimates only, made for the sole purpose of identification.
- e. THE CORRECTNESS OF ANY SOIL OR SURFACE CONDITION AND PRE-SALE CONSTRUCTION APPRAISALS, INVESTIGATIONS, AND ALL OTHER PRE-BID DOCUMENTS PREPARED BY OR FOR THE CITY. These documents were prepared for appraisal purposes only.
- f. Items which extend beyond the description of the face of this Contract.
- g. THAT THE SALE AREA IS FREE FROM THREATENED OR ENDANGERED SPECIES or their habitat. The City is not responsible for any interference with forestry operations that result from the presence of any threatened or endangered species, or the presence of their habitat, within the sale area.
- h. THAT THE FORESTRY OPERATIONS to be performed under this contract WILL BE FREE FROM REGULATORY ACTIONS by governmental agencies. The City is not responsible for actions to enforce regulatory laws, such as the Washington Forest Practices Act (chapter 76.09 RCW), taken by the Department of Natural Resources or any other agency that may affect the operability of this timber sale.

G-62 Safe Harbor and Cooperative Habitat Enhancement Agreements

The City has entered into a Safe Harbor Agreement (SHA) with the U.S. Fish and Wildlife Service (USFWS) and a Cooperative Habitat Enhancement Agreement

(CHEA) with Washington State Department of Natural Resources (DNR) to address Chaplain Tract land management and conservation relating to compliance with the Federal Endangered Species Act. The activities to be carried out under this Contract are located within the City's SHA and CHEA area and are subject to the terms and conditions of the SHA and CHEA, and the Incidental Take Permit issued by USFWS. All SHA and CHEA materials are available for review at the City of Everett Public Works Building at 3200 Cedar St., Everett, WA.

By signing this Contract, Purchaser agrees to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit, which shall become terms of this Contract. The City agrees to authorize the lawful activities of the Purchaser carried out pursuant to this Contract, PROVIDED the Purchaser remains in compliance with the terms and conditions of both the SHA and CHEA and the Incidental Take Permit. The requirements set forth in this Contract are intended to comply with the terms and conditions of the SHA and CHEA and the Incidental Take Permit. Accordingly, non-compliance with the terms and conditions of the SHA or CHEA or the Incidental Take Permit will render the authorization provided in this paragraph void, be deemed a breach of the Contract and may subject Purchaser to liability for violation of the Endangered Species Act.

Any modifications to the Contract shall be proposed in writing by Purchaser, shall continue to meet the terms and conditions of the SHA and CHEA and the Incidental Take Permit, and shall require an amendment signed by the Mayor of the City before taking effect.

G-63 Incidental Take Permit Notification Requirements

- a. Purchaser shall immediately notify the Contract Administrator of new locations of permit species covered by the Incidental Take Permits (ITP) that are discovered within the area covered by the SHA and CHEA including, but not limited to: locations of occupied murrelet habitat and; spotted owl nests. Purchaser is required to notify the Contract Administrator upon discovery of any fish species found in streams or bodies of water classified as non-fish bearing. In all circumstances, notification must occur within a 24 hour time period.
- b. Upon locating any live, dead, injured, or sick specimens of any permit species covered by the ITP, Purchaser shall immediately notify the Contract Administrator. Purchaser shall notify the Contract Administrator if there is any doubt as to the identification of a discovered permit species. Purchaser may be required to take certain actions to help the Contract Administrator safeguard the well-being of any live, injured or sick specimens of any permit species discovered, until the proper disposition of such specimens can be determined by the Contract Administrator. Any such requirements will be explained to Purchaser by the Contract Administrator during the Pre-Work Conference. In all circumstances, notification must occur within a 24 hour time period.

- c. Provisions and requirements of the ITP shall be clearly presented and explained to Purchaser by Contract Administrator during the Pre-Work Conference as per Contract clause G-330. All applicable provisions of the ITP and this schedule must be presented and clearly explained by Purchaser to all authorized officers, employees, contractors, or agents of Purchaser conducting authorized activities in the timber sale area. Any questions Purchaser may have about the ITP should be directed to the Contract Administrator.

G-64 Permits

Purchaser is responsible for obtaining any permits not already obtained by the City that relate to Purchaser's operation. Forest Practice Application / Hydraulic Project Approval permits obtained by the City shall be transferred to Purchaser. Approved Forest Practice Applications include #2819244. Purchaser is responsible for all permits, amendments and renewals and ensuring all FPHP work under this Contract is completed.

G-65 Disclaimer of Regulatory Actions

The City disclaims any responsibility for, or liability relating to, regulatory actions by any government agency, including actions pursuant to the Forest Practices Act, Ch. 76.09 RCW that may affect the operability of the timber sale.

G-66 Governmental Regulatory Actions

a. Risk

Purchaser shall be responsible for any increased operating costs arising from any applicable foreign or domestic governmental regulation or order that does not cause Contract performance to become commercially impracticable or that does not substantially frustrate the purpose of the Contract. If impracticability or frustration results from Purchaser's failure to comply with this Contract, Purchaser shall remain responsible for payment of the Total Estimated Value of Sale notwithstanding the impracticability or frustration.

b. Sale Area

When portions of the sale area become subject to a domestic governmental regulation or order that will likely prevent timber harvest for a period exceeding six months, and the Purchaser has complied with this Contract, then:

- i. If forty percent (40%) or less of the sale area is affected by the governmental regulation or order, Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area is terminated upon notice from the City.

- ii. If forty-one percent (41%) or more of the sale area is affected by the governmental regulation or order, the City shall by notice to Purchaser either terminate Purchaser's rights to purchase and remove the timber and all other interest in the affected sale area or terminate the Contract. Termination will discharge any unexecuted portion of the Contract.

c. Not Used.

G-70 Limitation of Damages

In the event of a breach of any warranty or any other act or omission under this Contract by the City, the liability of the City shall be limited to, and Purchaser's exclusive remedy shall be, a return of the initial deposit, unapplied payments, and credit for unamortized improvements made by Purchaser.

The City shall not be liable for any other damages, whether direct, incidental or consequential.

G-80 Statements by City

No advice by any agent, employee, or representative of the City regarding the method or manner of performing shall constitute a representation or warranty that said method, manner or result thereof will conform to the Contract or be suitable for Purchaser's purposes under the Contract. Purchaser's reliance on any City advice regarding the method or manner of performance shall not relieve Purchaser of any risk or obligation under the Contract. Purchaser retains the final responsibility for its operations under this Contract and City shall not be liable for any injuries resulting from Purchaser's reliance on any City advice regarding the method or manner of performance.

In addition:

- a. Nothing in this Contract requires the City to provide the Purchaser with direction or advice. If a duly authorized representative of the City approves, suggests or recommends any practice, means, method or manner for performance of this Contract, including logging practices, such approval, suggestion or recommendation shall not: (1) guarantee such approval, suggestion or recommendation will accomplish the requirements of the Contract; (2) relieve the Purchaser of any risks or obligations under the Contract; or (3) create any liability by the City to the Purchaser.
- b. Suggestions as to plans or methods of accomplishing the Contract by the City or the City's representative to the Purchaser, but not specified or required, if adopted or followed by the Purchaser in whole or in part, shall be used at the risk and responsibility of the Purchaser. The City and the City's representative assume no responsibility therefor and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method or work.

G-91 Sale Area Adjustment

The Parties may agree to adjustments in the sale area boundary. The cumulative changes to the sale area during the term of the Contract shall not exceed more than four percent of the original sale area. If the sale area is increased, added Forest Products become a part of this Contract and shall be paid for at the same rate and manner as equivalent Forest Products under this Contract.

G-101 Forest Products Not Designated

Any trees or Forest Products that are not designated for removal and which must be removed in the course of operations authorized by the City, shall be approved and designated by the Contract Administrator. Purchaser shall pay City for such Forest Products at a fair market value determined by the City.

G-105 Adding Naturally Damaged Forest Products

Any Forest Products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage may be added to this sale by the Contract Administrator. Additions must be in unlogged areas of the sale and added tonnage shall not exceed an amount equal to 10 percent of the original advertised tonnage. Added Forest Products become a part of this Contract and shall be paid for at the same rate and manner as equivalent Forest Products under this Contract.

G-110 Title and Risk of Loss

Title to the Forest Products conveyed passes upon the execution of this Contract by the City. Purchaser bears the risk of loss or damage to the Forest Products in this Contract from the time the City executes this Contract. In the event any such Forest Products are destroyed, damaged, or stolen after passage of title, whether the cause is foreseeable or unforeseeable, the Forest Products shall be paid for by Purchaser. Breach of this Contract shall have no effect on this provision. Title to the Forest Products not removed from the sale area within the period specified in this Contract shall revert to the City.

G-120 Responsibility for Work

All work, equipment and materials necessary to perform this Contract shall be the responsibility of Purchaser. Any damage to improvements, except as provided in G-130, shall be repaired promptly to the satisfaction of the City at Purchaser's expense during the Contract period unless an operating release has been issued.

G-130 Exceptions

- a. Exceptions to Purchaser's responsibility in G-120 shall be limited exclusively to the following. These exceptions shall not apply should damages occur because of Purchaser's failure to take reasonable precautions or to exercise sound forest engineering and construction practices.

1. The City shall bear the cost to repair any third-party damage involving any existing roadway or section of new construction completed under this Contract to a fully functional stage. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs itself, either by its own forces or by contracting with a third party.
 2. Catastrophic damage is defined as City identified damage valued in excess of Ten Thousand Dollars (\$10,000.00), which is caused by forces beyond the control, and without the negligence of, Purchaser, such as earthquakes, volcanic eruptions, landslides, and floods. The Parties shall share equally the cost to repair any part of the required work performed by Purchaser, which is damaged by catastrophic damage. Purchaser shall be responsible for the first Ten Thousand Dollars (\$10,000.00) of repair costs. Purchaser shall accomplish repairs promptly as required by the City at an agreed price. The City may elect to accomplish repairs by means of City provided resources.
- b. Nothing contained in G-120 and G-130 shall be construed as relieving Purchaser of responsibility for, or damage resulting from, Purchaser's operations or negligence, nor shall Purchaser be relived from full responsibility for making good any defective work or materials.

G-140 Indemnity

To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless City and all officials, agents and employees of City, from and against all Claims arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract means any and all financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Purchaser's obligations to indemnify, defend, and hold harmless includes any Claim by Purchaser's agents, employees, representatives, or any subcontractor or its employees. Purchaser expressly agrees to indemnify, defend, and hold harmless City for any claim arising out of or incident to Purchaser's or any subcontractors' performance or failure to perform the Contract. Purchaser's obligation to indemnify, defend, and hold harmless City shall not be eliminated or reduced by any actual or alleged concurrent negligence of City or its agents, agencies, employees and officials. Purchaser waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless City and its agents, officials, agents or employees and acknowledges this was mutually negotiated. This clause G-140 survives termination or expiration of this Contract.

G-150 Liability Insurance

Purchaser shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in a breach and/or termination of the Contract at City's option. City may suspend Purchaser operations until required insurance has been secured.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the City's Risk Manager before the insurance coverage is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW.

The City 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 City 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (surplus lines): The City shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the City shall be given 10 days advance notice of cancellation.

Prior to the performing any part of this Contract, Purchaser shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. In addition, Purchaser shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on all general liability, excess, umbrella, and property insurance policies with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary, non-contributing insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause providing such coverage from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements. The full policy limits maintained by the Purchaser shall be available to the City as Additional Insured, even if such limits are greater than those required by this Contract.

Insurance coverage shall be obtained by the Purchaser prior to operations commencing and continually maintained in full force until all Contract obligations have been satisfied or an operating release has been signed by the City.

Purchaser shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Purchaser's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained. Purchaser waives all rights against City for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Purchaser and such coverage and limits shall not limit Purchaser's liability under the indemnities and reimbursements granted to City in this Contract.

The limits of insurance, which may be increased as deemed necessary by City, shall not be less than as follows:

Commercial General Liability (CGL) Insurance. Purchaser shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000.00 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL coverage shall include a Logging and Lumbering Endorsement (i.e. Logger's Broad-Form) to cover the events that include, but are not limited to, fire suppression expenses, accidental timber trespasses, and wildfire property damage with limits of not less than \$2,000,000.00 each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, 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 insureds (cross liability) condition.

Employer's Liability "Stop Gap" Insurance. Purchaser shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

Workers' Compensation Coverage. Purchaser shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Purchaser and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this Contract. Except as prohibited by law, Purchaser waives all rights of subrogation against City for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Purchaser, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and City incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Purchaser shall indemnify City. Indemnity shall include all fines, payment of benefits to Purchaser or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Business Auto Policy (BAP). Purchaser shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Purchaser waives all rights against City for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

G-160 Agents

- a. The Contract Administrator will administer the Contract on behalf of the City. The Public Works Director will notify the Purchaser in writing who is responsible for administering the Contract. No agent, employee, or representative of the City, including the Contract Administrator, has any authority to bind the City to any affirmation, representation or warranty concerning the Forest Products conveyed beyond the terms of this Contract.
- b. Purchaser is required to have a person on site during all operations that is authorized to receive instructions and notices from the City. Purchaser shall inform the City in writing who is authorized to receive instructions and notices from the City, and any limits to this person's authority.

G-161 Independent Contractor

- a. The parties agree that this Contract shall not constitute nor create an employer-employee relationship, and since the Purchaser is an independent contractor, Purchaser shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Purchaser agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.
- b. While engaged in the performance of this Contract, any and all employees of the Purchaser shall be considered employees of only the Purchaser and not employees of the City. The Purchaser shall be solely liable for any and all claims that may or might on behalf of said employees or Purchaser, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Purchaser's employees, while so engaged on any of the Work.

- c. Purchaser shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.
- d. Purchaser assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Purchaser and as to all duties, activities and requirements by the Purchaser in performance of the Work and Purchaser shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

G-162 Employment

The Purchaser warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for the Purchaser, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Purchaser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to terminate this Contract without liability or, in its discretion, recover from Purchaser, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

G-170 Assignment and Delegation

No rights or interest in this Contract or performance of Contract duties shall be assigned or delegated by Purchaser without prior written permission of the City. Any attempted assignment shall be void and ineffective for all purposes unless made in conformity with this paragraph. Approval or assignment by the City shall not include or in any way constitute release of security provided by the Purchaser.

G-180 Modifications

Waivers, modifications or amendments of the terms of this Contract must be in writing signed by Purchaser and the Mayor of the City.

G-181 Waiver

Any waiver by the Purchaser or the City or the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

G-182 Severability

If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws and the remainder of the Contract shall remain in full force and effect.

G-190 Contract Complete

This Contract is the final expression of the Parties' agreement. There are no understandings, agreements or representations expressed or implied, which are not specified in this Contract.

G-201 Notice

- a. Notices required to be given pursuant to clauses G-211 Violation of Contract and G-220 City Suspends Operations shall be in writing and shall be delivered to the Party's authorized agent or sent by certified mail to the Party's post office address:

P.O. Box 365
Gig Harbor, WA 98335

- b. All other notices required to be given under this Contract shall be in writing and delivered to the authorized agent or mailed to the Party's post office address. Purchaser agrees to notify the City of any change of address.

G-211 Violation of Contract

- a. If Purchaser violates any provision of this Contract, the Contract Administrator, by written notice, may suspend those operations in violation. If the violation is capable of being remedied, the Purchaser has thirty (30) days after receipt of a suspension notice to remedy the violation. If the violation cannot be remedied (such as a violation of WAC 240-15-015) or Purchaser fails to remedy the violation within the thirty (30) days after receipt of a suspension notice, the City may terminate the rights of Purchaser under this Contract and collect the liquidated damages provided for in D-13.
- b. If the Contract expires pursuant to G-30 without Purchaser having performed all its duties under this Contract, Purchaser's right to operate is terminated and Purchaser shall not have the right to remedy the breach. This provision shall not relieve Purchaser of any payment obligations.
- c. The City has the right to remedy the breach in the absence of any indicated attempt by Purchaser or if Purchaser is unable, as determined by the City, to remedy the breach. Any expense incurred by the City shall be charged to Purchaser and shall be paid within thirty (30) days of receipt of the billing.
- d. If Purchaser's violation is the result of a failure to make a payment when due, in addition to a. and b. above, interest shall accrue on the unpaid balance at the current interest rate of one percent (1%) per month computed daily beginning the date payment was due.

G-220 City Suspends Operation

The Contract Administrator may suspend any operation of Purchaser under this Contract when, in the opinion of the City, the City is suffering, or there is a reasonable expectation the City will suffer environmental, monetary, or other damage if the operation is allowed to continue.

Purchaser shall be in breach of this Contract if the operation continues after the suspension notice or if the operation resumes without prior approval and notice from the City.

Purchaser may request a modification of a suspension within thirty (30) days of the start of suspension through the dispute resolution process in clause G-240. If this process results in a finding that the suspension exceeded the time reasonably necessary to stop or prevent damage to the City, Purchaser is entitled to a Contract term adjustment under clause G-40 for the actual interruption or delay in operations caused by the excessive suspensions.

If it reasonably appears that the damage that the City is suffering, or can reasonably be expected to suffer, if the operation continues, will prevent harvest for a period that will exceed six months, and the Purchaser has complied with this Contract, the provisions of Clause G-66 shall govern just as if the harvest was prevented by an applicable foreign or domestic governmental regulation or order.

G-230 Unauthorized Activity

Any cutting, removal, or damage of Forest Products by Purchaser, its employees, agents, or invitees, including independent contractors, in a manner inconsistent with the terms of this Contract or State law, is unauthorized. Such activity shall be considered outside this Contract and may subject Purchaser to liability for triple the value of said Forest Products.

G-240 Dispute Resolution

The following procedures apply in the event of a dispute regarding interpretation of the administration of this Contract and the parties agree that these procedures must be followed before a lawsuit can be initiated.

- a. In the event of a dispute, Purchaser must make a written request to the City Public Works Director for resolution prior to seeking other relief.
- b. The Public Works Director will issue a written decision on Purchaser's request within ten (10) working days.

G-241 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, the Purchaser shall make available to the City for the City's examination all of the Purchaser's records and documents with respect to all matters covered by this Contract and, furthermore,

the Purchaser will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

G-242 City of Everett Business License

Purchaser agrees to obtain a City of Everett business license prior to performing any work pursuant to this Contract.

G-250 Compliance with All Laws

Purchaser shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder, including, but not limited to, the applicable requirements of WAC 240-15-015 (relating to prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement).

G-260 Venue

The laws of the State of Washington shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be exclusively in Snohomish County Superior Court.

G-270 Equipment Left on City Land

All equipment owned or in the possession of Purchaser or its delegates shall be removed from the sale area and other City land by the termination of this Contract. Equipment remaining unclaimed on City land sixty (60) days after the expiration of the Contract period is subject to disposition as provided by law. Purchaser shall pay to the City all costs of moving, storing and disposing of such equipment. The City shall not be responsible for any damages to or loss of the equipment or damage caused by the moving, storing or disposal of the equipment.

G-280 Operating Release

Purchaser and Contract Administrator may agree to an operating release for this sale, or portion of this sale prior to the Contract expiration, when all Contract requirements pertaining to the release area, except slash disposal and payments, have been satisfactorily completed. Upon issuance of a release, Purchaser's right to cut and remove Forest Products on the release area will terminate.

G-310 Road Use Authorization

Purchaser is authorized to use the gravel portion of the following City roads and those roads on which the City has acquired easements or road-use permits: C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1300A, T-1310, T-1320, T-1321, T-1330, and T-1340.

The City may authorize in writing the use of other roads subject to fees, restrictions, and prior

rights.

G-330 Pre-work Conference

Purchaser shall arrange with the Contract Administrator to review this Contract and to examine the sale area before beginning any operations. A plan of operations shall be developed and agreed upon by the City and Purchaser before beginning any operations. To the extent that the plan of operations is inconsistent with the Contract, the terms of the Contract shall prevail. City's acceptance and approval of Purchaser's plan of operations shall not be construed as any statement or warranty that the plan of operations is adequate for Purchaser's purposes or complies with applicable laws.

G-340 Preservation of Markers

Any legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, Purchaser shall have a licensed land surveyor re-establish them in accordance with U.S. General Land Office standards. Corners and/or witness objects that must be disturbed or destroyed in the process of road construction or logging shall be adequately referenced and/or replaced. Such references must be approved by the Contract Administrator prior to removal of said corners and/or witness objects.

G-360 Road Use Reservation

The City shall have the right to use, without charge, all existing and any road constructed or reconstructed on City lands by Purchaser under this Contract. The City may extend such rights to others. If the City grants such rights to others, the City shall require performance or payment, as directed by the City, for their proportionate share of maintenance based on their use.

G-370 Blocking Roads

Purchaser shall not block the C-1000, E-1000, E-1300, S-1000, T-1000, T-1200, T-1240, T-1300, T-1300A, T-1320, or T-1330 roads unless the Contract Administrator grants authority in writing. The T-1200 and T-1240 roads may be temporarily blocked for purposes of loading log trucks as long as the duration of blockage does not exceed 30 minutes.

G-375 Locked Gates

All gates on the E-1000, S-1000, and T-1000 roads shall be kept closed and locked unless permission to do otherwise is granted by the Contract Administrator.

G-430 Open Fires

Purchaser shall not set or allow to be set by Purchaser's employees, agents, invitees and independent contractors, any open fire at any time of the year without first obtaining permission in writing from the Contract Administrator.

G-435 Water Quality Protection Specifications

All on site work associated with this Contract shall be done under the City of Everett Water Quality Protection Specifications Clause S-5, dated 6/1/2011 and are hereby made part of this Contract.

G-440 Sanitary Facilities

The City shall provide and maintain portable toilets at active worksites during the operation of this Contract. Purchaser shall use these facilities.

G-445 Equipment Watchman

Location of watchman facility for security reasons shall be approved by the Contract Administrator prior to move in.

G-450 Encumbrances

This Contract and Purchaser's activities are:

- a. Subject to easement for power transmission lines.
- b. Subject to easement for water transmission lines.
- c. Subject to easements for road use by others.
- d. Subject to easement granted to the City from Washington State Department of Natural Resources (Snohomish County Auditor File #9201160106).

SECTION P: PAYMENTS AND SECURITY

P-11 Initial Deposit

Purchaser shall pay the City **thirty-three thousand five hundred ninety-two Dollars and thirty-seven Cents (\$33,592.37)** as an initial deposit. This initial deposit shall be maintained throughout the Contract and may be used as a final payment. If the operating authority on this Contract expires or this Contract expires without Purchaser's payment of the full amount specified in Clause P-23, the initial deposit will be immediately forfeited to the City, and will be offset against Purchaser's remaining balance due. Any excess initial deposit funds not needed to ensure full payment of the of all amounts due under this Contract, or not needed to complete any remaining obligations of the Purchaser existing after Contract expiration, will be refunded to the Purchaser.

P-23 Payment for Forest Products

Purchaser will pay to the City, as the Contract payment rate, Purchaser's bid rate shown in G-1 for each ton of Forest Products removed. Purchaser agrees to weigh all loads

P-27 Payment for Removal of Optional Forest Products

Purchaser agrees to weigh all loads and pay the rate of **\$2.00** per ton for forest products approved for removal from the sale area under clause H-157.

P-40 Weighing and Scaling Costs

Purchaser agrees to pay for all scaling and weighing costs for logs and other products sold under this Contract. Purchaser also agrees to pay for all costs associated with the transmission and reporting of scale or weight data.

P-45 Guarantee of Payment

Purchaser will pay for Forest Products prior to cutting or will guarantee payment by posting a payment security approved by the City. The amount of cash or payment security shall be determined by the City and shall equal or exceed the value of the cutting proposed by Purchaser.

P-52 Payment Procedure

If a third party Log and Load Reporting Service (LLRS) is required by this Contract the City will compute and forward to the Purchaser statements of charges provided for in the Contract. Purchaser shall deliver payment to the City of Everett Purchasing Office or before the date shown on the billing statement.

If a third party LLRS is not required by this contract, Purchaser shall pay for Forest Products removed on a monthly basis. Payments will be submitted to the office listed above on or before the fourteenth of the month following the month in which the timber was removed or, according to an alternate payment schedule as approved by the City with at least one payment each month for timber removed. The alternate payment schedule, once approved by the City in writing, shall become part of this Contract and may be changed only with written approval of the City.

Payment will be based on the Contract rate multiplied by the tons removed during the month or payment period. Included with the payment will be a summary report along with all related load tickets and the corresponding certified weight tickets for the payment period. The summary report will be generated using a computer spreadsheet and list the load tickets in ascending numerical order with the corresponding ticket number and weight for each load.

P-70 Payment for Products: Damage, Theft, Loss, or Mismanufacture

Forest products included in this agreement which are destroyed, damaged, stolen, lost, or mismanufactured shall be paid for by Purchaser on demand of the City. The rates contained in clause P-23 shall apply.

P-80 Payment Account Refund

Advance payments remaining on account above the value for the charges shall be returned to Purchaser within thirty (30) days following the final report of charges.

P-90 Performance Security

Purchaser agrees to furnish within thirty (30) days of the auction date, security acceptable to the City in the amount of **sixty-seven thousand one hundred eighty-four Dollars & seventy-four Cents (\$67,184.74)** that guarantees performance of all provisions of this Contract and payment of any damages caused by operations under this Contract or resulting from Purchaser's noncompliance with any rule or law. Purchaser shall not operate unless the City has accepted performance security. If at any time the City decides that this security has become unsatisfactory, Purchaser agrees to suspend operations and, within thirty (30) days of notification, to replace the security with one acceptable to the City.

P-100 Performance Security Reduction

The City may reduce the performance security after an operating release has been issued if the City determines that adequate security exists for any remaining obligations of Purchaser.

SECTION L: LOG DEFINITIONS AND ACCOUNTABILITY

L-60 Load Tickets

Purchaser shall complete and use load tickets as directed by the Contract Administrator and, if required, use other identification as directed by the City to ensure accounting of forest products removed from the sale area. A load ticket must be fixed, as designated by the Contract Administrator, to each truck and trailer load prior to leaving the landing.

Purchaser shall account for all load tickets issued by the Contract Administrator and return unused tickets at termination of the Contract, or as otherwise required by the Contract Administrator. Unused tickets not returned shall be subject to liquidated damages per clause D-030.

The City may also treat load tickets either not accounted for or not returned as lost forest products per clause P-070. All costs associated with computing the billings for lost forest products shall be borne by Purchaser.

L-71 Log and Load Reporting Service

This Contract requires the use of a City approved third party Log and Load Reporting Service (LLRS). Purchaser shall ensure log volume measurement data and/or load and weight data is received by the LLRS within 1 business day of logs being measured or weighed. Purchaser agrees to pay the LLRS for log and load data supplied to the City.

If during the term of this Contract, the City discontinues use of the LLRS, the City will

notify the Purchaser in writing and the Purchaser will then be responsible to send log scale and/or weight information to the City.

L-110 City Approval of Log Scaling and Weighing Locations

Forest Product measurement and weighing facilities required by this Contract must be approved by the City. Forest products sold under the Contract which require log scaling shall be scaled, measured, or counted by a City approved third party log scaling organization. Forest products sold under the Contract which require weighing shall be weighed at a location that meets Washington State Department of Agriculture approval.

Prior to forest products being hauled, the Contract Administrator must authorize in writing the use of City approved measurement and/or weighing facilities that are at or enroute to final destinations. Forest products from this sale shall be measured or weighed at facilities, which are currently approved for use by the City and are currently authorized for this sale. The City reserves the right to verify load volume and weights with City employees or contractors at the City's own expense. The City reserves the right to revoke the authorization of previously approved measurement locations.

SECTION H: HARVESTING OPERATIONS

H-01 Operations Outside the Sale Boundaries

No operations shall occur outside the sale boundaries, as described within the Contract, unless approved in writing by the City.

H-10 Cutting and Yarding Schedule

BARK SLIPPAGE: Cutting and yarding shall not be permitted during the bark slippage season unless the Purchaser provides a written plan outlining mitigation measures and the plan is pre-authorized in writing by the Contract Administrator. This season is estimated to run from April 1 to July 15 but may vary depending on weather conditions.

Shovel logging and ground-based logging shall not be permitted anywhere within the Lake Chaplain Watershed from October 15 through July 15 except by written permission from the Contract Administrator. Watershed boundaries are depicted on the Timber Sale Maps.

H-11 Certification of Fallers and Yarder Operators

All persons engaged in the felling and yarding of timber must receive certification in writing from the Contract Administrator. Certification may be revoked when the Contract Administrator determines that non-compliance of leave tree selection criteria or cut tree selection criteria is occurring, or excessive damage to leave trees or skid trails is occurring.

Excessive damage for leave trees is defined in clause H-012.
Excessive damage for reserve trees is defined in clause H-013.
Excessive skid trail damage is defined in clause H-015 or H-016.

When leave tree damage exceeds the limits set forth in clause H-012, Purchaser shall be subject to liquidated damages (clause D-040).

When reserve tree damage exceeds the limits set forth in clause H-013, Purchaser shall be subject to liquidated damages (clause D-041).

H-12 Leave Tree Damage Definition

Leave trees are trees required for retention within the sale boundary. Purchaser shall protect leave trees from being cut, damaged, or removed during operations.

Leave tree damage exists when more than 5 percent of the leave trees are damaged in a unit and when one or more of the following criteria occur as a result of Purchaser's operation, as determined by the Contract Administrator:

- a. A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 20 square inches.
- b. A leave tree top is broken or the live crown ratio is reduced below 30 percent.
- c. A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

If the Contract Administrator determines that a leave tree has been cut or damaged, the Purchaser may be required to pay liquidated damages for Excessive Leave Tree Damage as detailed in clause D-040.

H-16 Skid Trail Requirements

A skid trail is defined as an area that is used for more than three passes by any equipment.

Purchaser shall comply with the following during the yarding operation:

- a. A skid trail will not exceed **14 feet** in width, including rub trees.
- b. Skid trails shall not cover more than **10 percent** of the total acreage on one unit.
- c. Location of the skid trails must be marked by Purchaser and approved by the Contract Administrator.
- d. Except for rub trees, skid trails shall be felled and yarded prior to the felling of adjacent timber.
- e. Rub trees shall be left standing until all timber tributary to the skid trail has been removed.

f. Excessive soil damage is not permitted. Excessive soil damage is described in clause H-17.

g. Purchaser will not have more than two skid trails open to active skidding at any one time. All other skid trails used for skidding timber will be closed.

h. Once a skid trail is closed, Purchaser will not reopen a skid trail unless approved in writing by the Contract Administrator.

i. Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.

Purchaser shall not deviate from the requirements set forth in this clause without prior written approval from the Contract Administrator.

H-17 Preventing Excessive Soil Disturbance

Operations may be suspended when soil rutting exceeds 12 inches as measured from the natural ground line. To reduce soil damage, the Contract Administrator may require water bars to be constructed, grass seed to be placed on exposed soils, or other mitigation measures. Suspended operations shall not resume unless approval to do so has been given, in writing, by the Contract Administrator.

H-25 Timing Requirements for Timber Removal

All timber must be removed within 4 weeks of being felled.

H-30 Timber Falling

Trees shall be felled and logs shall be bucked to obtain the greatest practicable utilization of forest products and other valuable materials conveyed.

H-35 Fall Trees Into Sale Area

Trees shall be felled into the sale area unless otherwise approved by the Contract Administrator.

H-40 Purchaser Cutting Plan

Purchaser shall, as part of the plan of operations, prepare an acceptable cutting plan for the sale area. The cutting plan shall be approved by the Contract Administrator prior to beginning the cutting operation.

H-50 Rub Trees

Trees designated for cutting along skid trails and cable corridors shall be left standing as rub trees until all timber that is tributary to the skid trail or cable corridor has been

removed.

H-52 Branding and Painting

Purchaser shall provide a State of Washington registered log brand and a quality log marking paint for the purpose of branding and painting Forest Products prior to removal from the landing on this sale in a manner that meets the requirements of WAC 240-15-030(2).

For pulp loads purchased under a contract designated as export restricted, Purchaser shall brand at least 3 logs with legible brands at one end. Also, 10 logs shall be painted at one end with durable orange paint.

H-80 Snags and Non-Merchantable Trees Not to be Felled

Snags and non-merchantable trees not required to be felled for safety reasons shall be left standing except as specified in clause H-140.

H-110 Stump Height

Trees shall be cut as close to the ground as practicable. Stump height shall not exceed twelve (12) inches in height measured on the uphill side, or 2 inches above the root collar, whichever is higher. Trees with major defect at the stump may be cut above the defect.

H-120 Harvesting Equipment

Forest products sold under this Contract 2024-02 may be yarded by cable or ground-based methods (See H-10 for timing restrictions) in Units 1 - 4. Tether-assist methods and/or self-leveling equipment may be used in Units 1 - 4 with prior written permission by Contract Administrator.

H-130 Hauling Restrictions

The hauling of forest products will not be permitted on any road from November 1 through March 31 unless authorized in writing by the Contract Administrator.

The City reserves the right to shut down haul on the C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, or T-1340 roads under the following conditions:

- (a) Emergency repair to City facilities.
- (b) During periods of freezing and thawing weather that may result in road damage.

H-140 Special Yarding Requirements

Purchaser shall accomplish the following during the yarding operations:

- (a) All old growth stumps and logs and blowdown trees that do not have small branches shall be left undisturbed as much as possible.
- (b) Shovel roads shall be located to avoid brushy areas, old down logs, and marked leave tree clumps.
- (c) Shovel logging shall be done in accordance with the City of Everett Shovel Logging Specifications dated 6/1/2011 (see below) and incorporated herein by reference.
- (d) Purchaser must comply with the following specification during yarding:
 - (i) Skid trails will not exceed 14 feet in width, including rub trees.
 - (ii) Deviations from designated skid trail locations must be pre-approved by the Contract Administrator.
 - (iii) Trees within skid trails shall be felled and yarded prior to the felling of adjacent timber.
 - (iv) Excessive skid trail damage is not permitted. Skid trail damage is considered excessive when more than 10 percent of the active trail has ruts over 4 inches in depth.
 - (v) Skid trails will be water barred at the time of completion of yarding, if required by the Contract Administrator.
 - (vi) Rub trees along the skid trail shall be left standing until all timber tributary to the skid trail has been removed.
- (e) Wet areas shall be crossed in only one location and must be pre-approved by the Contract Administrator. Trees around the wet areas shall be felled away from these areas.
- (f) All trees marked with blue paint shall be left standing. If any tree marked with blue paint must be felled due to safety or operational reasons, they may be felled but must be left un-bucked on site. Permission to do otherwise must be granted in writing by the Contract Administrator.

H-141 Additional Harvest Requirements

Purchaser shall accomplish the following during the harvest operations:

- a) A copy of the timber sale map, contract, and the FPA shall be present on site during active operations.
- b) Purchaser is responsible for all notification signage relating to logging and/or road construction activity at the Purchaser's expense.
- c) No harvest operations are permitted on weekends unless permission is requested in writing and approved by the Contract Administrator two weeks prior to the start of operations.

H-150 Required Removal of Forest Products

Purchaser shall remove from the sale area and present for scaling or weighing all forest products conveyed in the G-010 clause that meet the following minimum dimensions:

Species	Net bd ft	Log length (ft)	Log dib
Conifer	10	12	5

The City may treat failure to remove forest products left on the sale area that meet the above specifications as a breach of this Contract. At the City's option, forest products that meet the above specifications and are left on the sale area may be scaled for volume or measured and converted to weight by the City or a third party scaling organization and billed to Purchaser at the Contract payment rate. All costs associated with scaling, measuring and computing the billing will be borne by the Purchaser.

The City may treat mismanufacture as a breach of this Contract. At the City's option, forest products that are left on the sale area may be scaled for volume by the City or a third party scaling organization and billed to Purchaser at the Contract payment rate. All costs associated with scaling and computing the billing will be borne by Purchaser.

H-157 Optional Removal of Forest Products Not Designated

If in the course of operations, Purchaser decides to remove forest products that are below the minimum designated removal specifications per the 'Required Removal of Forest Products' (H-150), the payment rates in clause P-27 shall apply.

Forest products designated as optional shall be decked separately from forest products designated as required for removal. Prior to removal from the sale area, optional forest products as described in this clause must be inspected and approved by the Contract Administrator. Optional forest products may not be mixed with forest products that are required for removal by this contract and shall be removed from the sale area in separate truck loads using load tickets specified by the Contract Administrator.

All material removed under this clause is subject to the same log and load accountability rules as defined in the Log Definitions and Accountability section of this Contract. Purchaser shall follow the payment procedures as required in the P-052 clause and will submit a separate summary report for all forest products removed from the sale area under the authority of this clause.

H-160 Mismanufacture

Mismanufacture is defined as forest products remaining on the sale area that would have met the specifications in clause H-150 if bucking lengths had been varied to include such products.

H-190 Completion of Settings

Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the Contract Administrator.

H-220 Protection of Residual or Adjacent Trees

Purchaser shall take necessary care to avoid damage to residual or adjacent trees. Purchaser shall comply with the following:

CITY OF EVERETT
SHOVEL LOGGING SPECIFICATIONS

- A. Only low ground pressure (9 lbs. P.S.I) track mounted machines with hydraulic boom and grapple shall be allowed.
- B. Shovel must be large enough to pick up one end of the largest log 30 feet from the center of the machine.
- C. When yarding and loading operations are going on simultaneously, an additional shovel shall be required for loading trucks to avoid extra shovel trips to the landing.
- D. No more than one round trip per shovel road is authorized unless permission to do otherwise is granted by the Contract administrator.
- E. Shovel roads shall be pre-planned and approved in writing prior to yarding. Roads shall be a minimum of 60 feet apart unless otherwise approved in writing.
- F. Shovel logging shall not be permitted on slopes over 30% unless permission to do so is granted in writing.
- G. Shovel operations shall be suspended during periods of wet weather to avoid soil compaction, rutting, or puddling.
- H. Logging debris created from the operation shall be removed from natural watercourses concurrently with yarding.
- I. Shovel shall stay a minimum of 20 feet from all watercourses and areas of wet or soft soils.
- J. All merchantable logs containing 10 board feet net scale, minimum top diameter of 5 inches and minimum length of 12 feet shall be yarded concurrently with the shovel operation.
- K. Within the area to be shovel logged, all logging debris concentrations--except large logs--shall be piled (on non-plantable spots such as new stumps, etc., as much as possible). Debris shall not be piled on old logs or stumps, high stumps, or wet areas. Slash piles should be between 5 to 10 feet tall.
- L. On return trip to road, shovel shall loosen compacted debris and soil under tracks with grapple to leave soil loose and aerated.
- M. Additional site-specific recommendations may be included on case-by-case basis.
- N. Shovel yarding approval is only provisional and shall be withdrawn if these specifications, in the opinion of the Contract Administrator, are not being followed.
- O. Old down logs, cull logs and stumps shall be left undisturbed whenever possible.

SECTION C: CONSTRUCTION AND MAINTENANCE

C-40 Road Plan

Road construction and associated work contained in the Road Plan for this sale, dated 4/5/24 and attached as Exhibit C, are hereby made a part of this Contract and shall be completed by Purchaser.

C-50 Purchaser Road Maintenance and Repair

Purchaser shall perform work on the gravel portions of C-1000, E-1000, E-1300, S-1000, S-1600, T-1000, T-1200, T-1210, T-1230, T-1240, T-1300, T-1310, T-1320, T-1321, T-1330, T-1340, or T-1350 roads to prevent damage to subgrade, to maintain proper drainage and to keep the road surface smooth and crowned. All gravel roads used shall meet the original construction or reconstruction specifications at Contract termination. All other gravel roads used shall be left in the condition that exists at the time the plan of operations is completed.

C-80 Landing Locations and Clean-up

Landings shall be located and marked by the Purchaser and approved by the Contract Administrator prior to construction. Upon completion of use, landing debris shall be piled as designated by the Contract Administrator.

SECTION S: SITE PREPARATION AND PROTECTION

S-1 Emergency Response Plan

An Emergency Response Plan (ERP) shall be provided to the Contract Administrator containing but not limited to, valid contact numbers and procedures for medical emergencies, fire, hazardous spills, forest practice violations and any unauthorized or unlawful activity on or in the vicinity of the sale area. The Contract Administrator and the City shall be promptly notified whenever an incident occurs requiring an emergency response.

The ERP must be presented for inspection at the prework meeting and kept readily available to all personnel, including subcontractors, on site during active operations

S-5 Operations in Watershed

Purchaser shall adhere to all “City of Everett Water Quality Protection Specifications” dated 6/1/2011, when operating inside the Chaplain Watershed in Units 1, 2, and 3. See below.

CITY OF EVERETT
WATER QUALITY PROTECTION SPECIFICATIONS

I. DESCRIPTION

Water from Lake Chaplain Reservoir is used to provide drinking water for the majority of Snohomish County residents. The Purchaser shall use EXTREME care to protect water quality in the watershed.

REGULATIONS

- A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.
- B. The Purchaser shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. PURCHASER REQUIREMENTS

- A. Compliance. The Purchaser shall comply with the restrictions, requirements and methods listed below and it shall be the Purchaser’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or Contract termination.
 - 1. Site Requirements. The Purchaser shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. Purchaser shall disturb areas no larger than necessary for work yards and construction areas.
 - 2. The Purchaser shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.
 - 3. Purchaser shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. The Purchaser shall make a copy of these specifications available to all workers in the watershed.

4. Purchaser shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of the City's Contract Administrator.
5. Domestic animals are not permitted on the work site or in vehicles.
6. Swimming or other water contact activities are not permitted in the watershed. The Purchaser shall discharge any worker violating this rule.
7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by the City's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the City's Contract Administrator.
8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by the purchaser. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by the City's Contract Administrator.
9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.
10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by the Purchaser.
11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by the Purchaser.

12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by City's Contract Administrator.
13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.
14. Sanitary facilities provided by the City and rubbish containers provided by the Purchaser shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by the City in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this Contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.
15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. The Purchaser shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.
2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.
3. The Purchaser shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.
4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately.

Purchaser shall contact City's Contract Administrator or Water Filtration Plant Personnel immediately. Purchaser shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with the City to ensure the inclusion of City required emergency phone numbers.

2. The Purchaser shall provide the City's Contract Administrator with a list of personnel, their addresses and telephone numbers who can be contacted if a spill occurs during the Purchaser's absence.
3. The Purchaser shall immediately notify the City's Contract Administrator or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by the City's Contract Administrator.
4. Purchaser shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:
 - Shovel
 - Screened pitchfork
 - Flashlight including batteries
 - 5-gallon containers with lids
 - Oil absorbent pads/oil absorbent pellets
 - 30 gallon Plastic garbage bags

S-10 Fire Hazardous Conditions

Purchaser acknowledges that operations under this Contract may increase the risk of fire. Purchaser shall conduct all operations with the use of the highest degree of care to prevent uncontrolled fires from starting.

In the event of an uncontrolled fire, Purchaser agrees to provide equipment and personnel working at the site to safely and effectively engage in first response fire suppression activity.

Purchaser's failure to effectively engage in fire-safe operations is considered a breach and may result in suspension of operations

S-50 Cessation of Operations for Low Humidity

During the "closed season", as determined by Washington State Department of Natural Resources, when the humidity is thirty percent (30%) or lower on the sale area, all operations must cease.

S-60 Pump Truck or Pump Trailer

Purchaser shall provide a fully functional pump truck and/or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the City and shall provide trained personnel to operate this equipment on the sale area during all operating periods.

S-80 Watchman

During the "closed season" or as extended by the City, on days when the class of day is 3L or above, Purchaser shall provide a watchman for an additional one hour more than required by WAC 332-24-005 and WAC 332-24-405. Watchman shall be capable of operating fire equipment and taking effective action upon any fire on the operation.

S-130 Hazardous Materials

a. Hazardous Materials and Waste - Regulatory Compliance

Purchaser is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this Contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Purchaser shall be responsible for restoring the site in the event of a spill.

b. Hazardous Materials Spill Prevention

All operations shall be conducted in a manner that avoids the release of hazardous materials, including petroleum products, into the environment (water, air or land).

c. Hazardous Materials Spill Containment, Control and Cleanup

If safe to do so, Purchaser shall take immediate action to contain and control all hazardous material spills. Purchaser shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of oil, coolant, solvent or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations. If large quantities of bulk fuel/other hazardous materials are stored on site, Purchaser must be able to effectively control a container leak and contain & recover a hazmat spill equal to the largest single on site storage container volume.

d. Hazardous Material Release Reporting

Releases of oil or hazardous materials to the environment must be reported according to the State Department of Ecology. It is the responsibility of the Purchaser to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Purchaser is responsible for notifying the following:

Appropriate Department of Ecology regional office (contact information below).

City Contract Administrator, Mike Olson - 360-631-7606 ext. 6 or City of Everett Filtration Plant 24 hours a day at 425-527-8200.

DOE - Northwest Region:
1-425-649-7000
(Island, King, Kitsap, San Juan, Skagit, Snohomish, and Whatcom counties)

S-131 Refuse Disposal

All Purchaser generated refuse, including petroleum products, shall be removed from City Property in accordance with the City's Water Quality Protection Specifications Dated 6/1/2011. All material must be removed prior to termination of this Contract. No refuse shall be burned, buried or abandoned on state forest lands. All refuse shall be transported in a safe manner and all loads or loose materials shall be covered/secured such that these waste materials are properly contained during transport.

SECTION D: DAMAGES

D-10 Liquidated Damages

This clauses in the DAMAGES section of this Contract provides for payments by Purchaser to the City for certain breach of the terms of this Contract. These payments are agreed to as liquidated damages and not as penalties. They are reasonable estimates of anticipated harm to the City caused by Purchaser's breach due to the difficulty of proving loss and the inconvenience or non-feasibility of obtaining an adequate remedy. They also recognize Purchaser's need for more certainty in assessing its responsibilities under this Contract.

D-21 Failure to Remove Forest Products

Purchaser's failure to remove all or part of the Forest Products sold in this Contract prior to the expiration of the Contract term results in substantial injury to the City. The value of the Forest Products sold at the time of breach is not readily ascertainable. Purchaser's failure to perform disrupts the City's management plans, the actual cost of which is difficult to assess.

A resale involves additional time and expense and is not an adequate remedy. Therefore, Purchaser agrees to pay the City as liquidated damages a sum calculated using the following formula:

$$LD = (0.35 \times V) - ID - P + C + A$$

Where:

LD = Liquidated Damage Value

V = The unremoved value at the date of breach of Contract. This value is the Total Estimated Value of Sale, less the total removed tonnage(s) to date multiplied by the Contract payment rates.

ID = Initial Deposit paid at date of Contract that has not been applied to timber payments

P = Advance payments received but not yet applied to specific Contract requirements.

C = Charges assessed for Contract requirements completed prior to breach of Contract but not paid for

A = Administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00)

The above formula reflects the Purchaser's forfeiture of the initial deposit in accordance with clause P-11 by deducting the initial deposit from the amount owed. In no event shall the liquidated damages be less than zero. Interest on the liquidated damage is owed from the date of breach until final payment, calculated using the following formula:

$$\text{Interest } (I) = r \times LD \times N$$

Where:

LD = Liquidated Damage Value

I = Interest

r = One percent (1%) per month

N = Number of calendar days from date of breach to time of payment

D-30 Inadequate Log Accountability

Removal of forest products from the sale area without adequate branding and/or valid load tickets attached to the load and scaling forest products in a location other than the facility approved by the City can result in substantial injury to the City. Failure to properly account

for loads and scaling and/or weighing information can result in loss to the City. The potential loss from not having proper branding, ticketing, scaling and/or weighing location and accountability is not readily ascertainable. Purchaser's failure to perform results in a loss of log weight and scale accountability, increases the potential for unauthorized removal of forest products, and increases the City's administration costs, the actual costs of which are difficult to assess.

Enforcement actions for unauthorized removal of forest products for each improperly branded load, improperly ticketed load, lost or unaccounted for tickets, or use of a facility not authorized for this sale or improper submission of scaling data are impractical, expensive, time consuming and are not an adequate remedy. Therefore, Purchaser agrees to pay the City, as liquidated damages, a sum of \$100 each time a load of logs does not have branding as required in the Contract, \$250 each time a load of logs does not have a load ticket as required by the Contract, \$250 each time a load ticket has not been filled out as required by the plan of operations, \$250 each time a load is weighed or scaled at a location not approved as required under this Contract, \$250 each time a log ticket summary report is not submitted properly, and if a third party Log and Load Reporting Service is required, \$250 each time scaling or weight data is not properly submitted to the Log and Load Reporting Service per clause L-071, and \$250 each unused ticket that is not returned to the City, for any reason.

D-40 Leave Tree Excessive Damage

When Purchaser's operations exceed the damage limits set forth in clause H-012, Leave Tree Damage Definition, the trees damaged result in substantial injury to the City. The value of the damaged leave trees at the time of the breach is not readily ascertainable. Therefore, Purchaser agrees to pay the City as liquidated damages at the rate of \$250.00 per tree for all damaged trees in the sale area.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract.

CITY OF EVERETT

PURCHASER

Cassie Franklin, Mayor

Name:

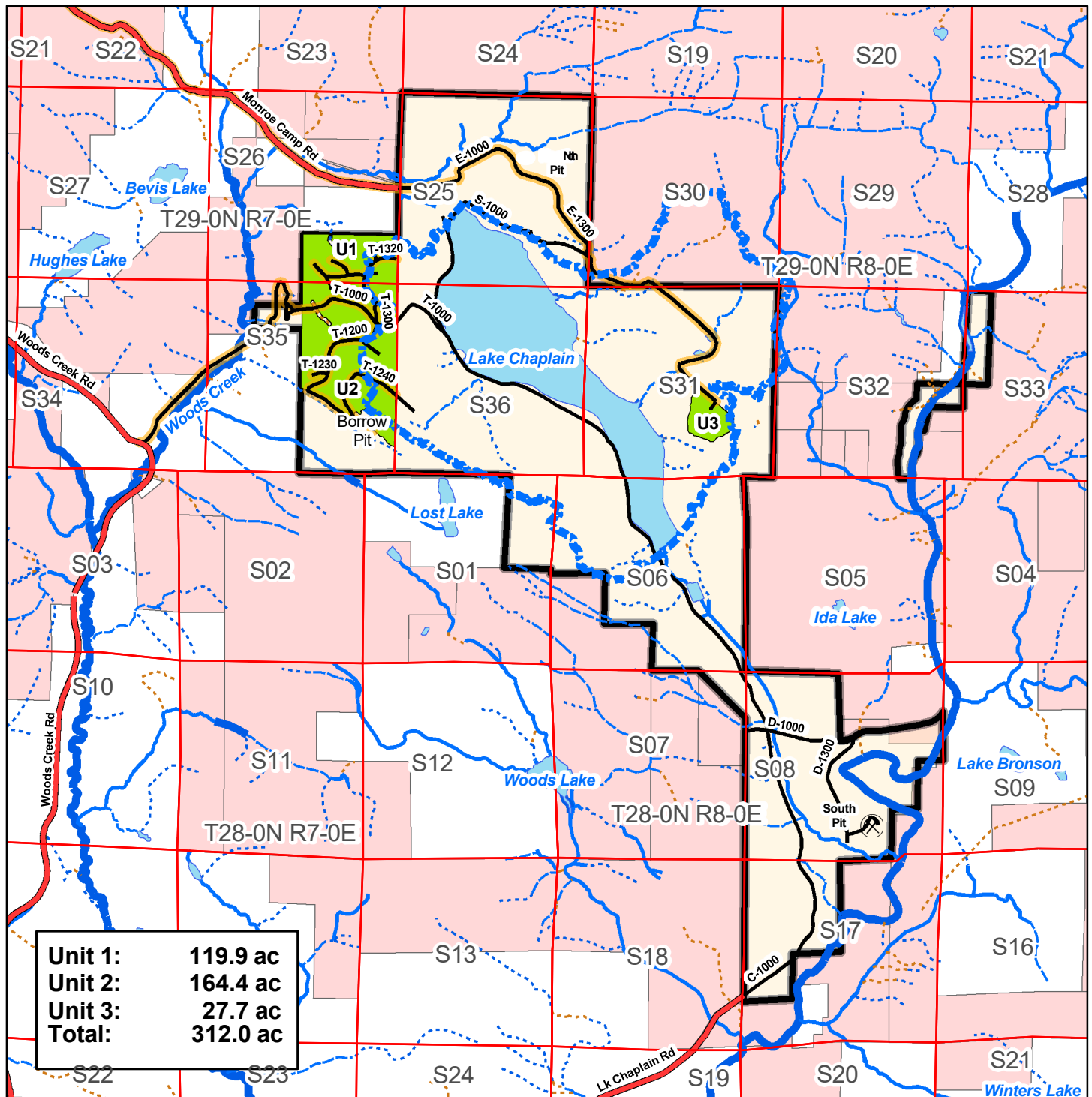
Title:

ATTEST:

Office of the City Clerk

EXHIBIT A
TIMBER SALE MAPS

Timber Sale Overview Map



Unit 1: 119.9 ac
Unit 2: 164.4 ac
Unit 3: 27.7 ac
Total: 312.0 ac

- Harvest Boundary
- Streams**
 - S
 - F
 - Np
 - Ns
 - Non-typed
- Existing Roads
- COUNTY ROAD
- Haul Route
- City of Everett Ownership
- WA DNR Ownership
- Chaplain Watershed

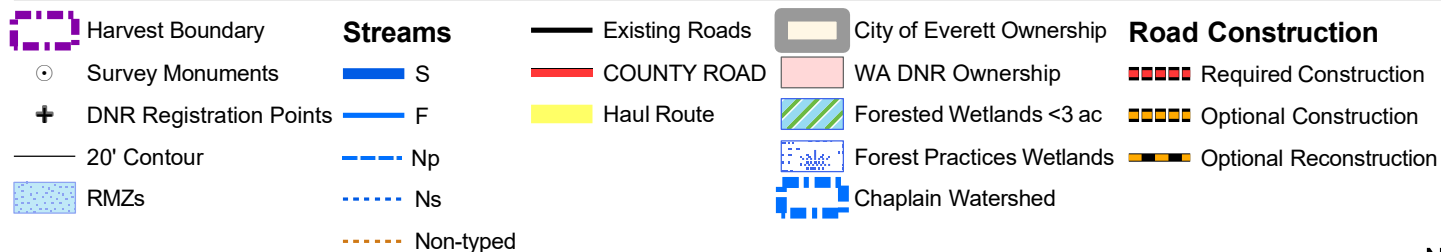
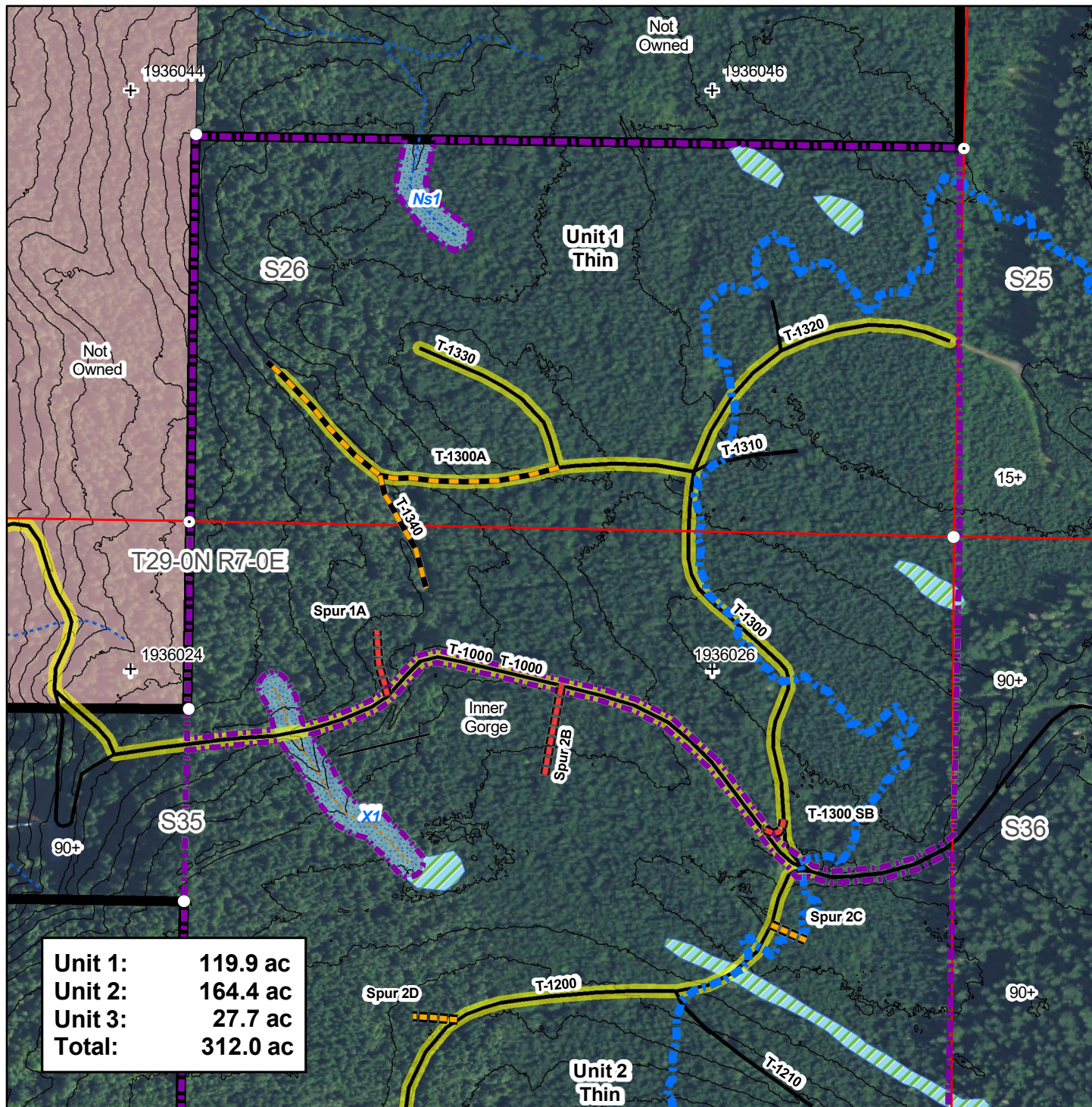
0 4,000 8,000
Feet

Roots Forestry Consulting 2024

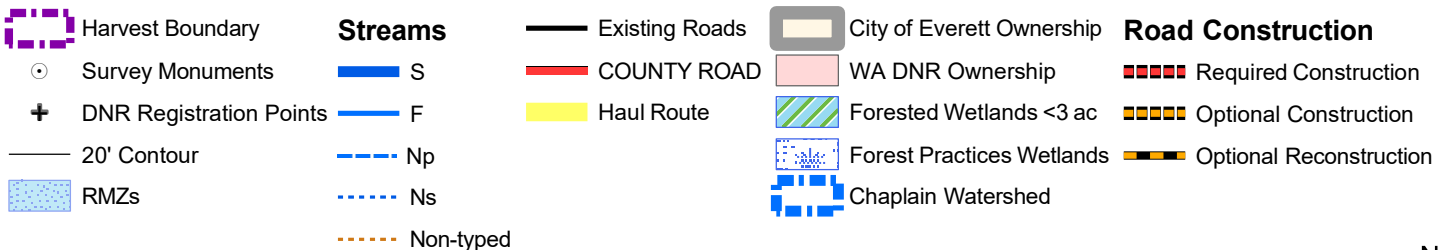
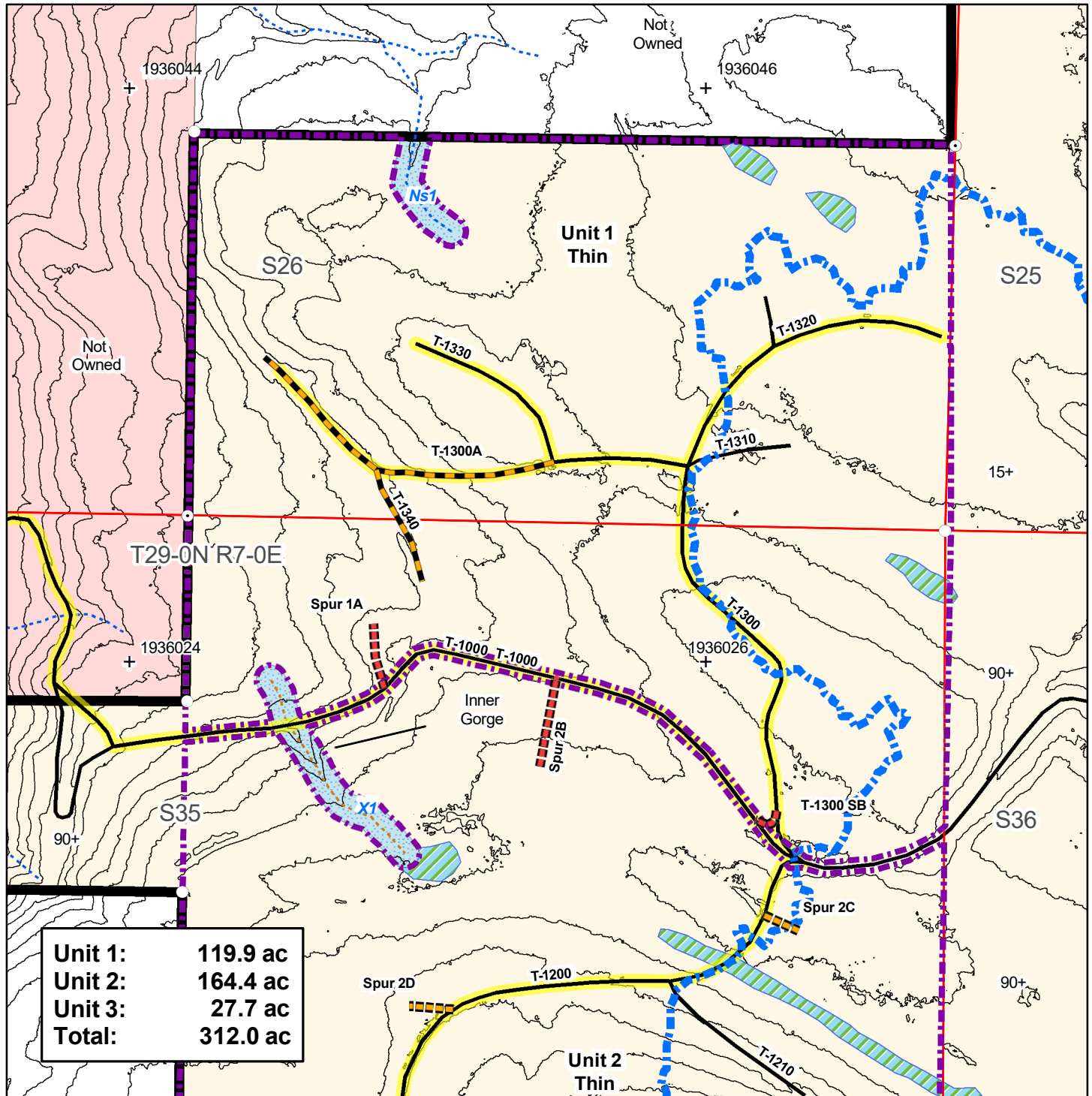
1 in = 4,000 ft



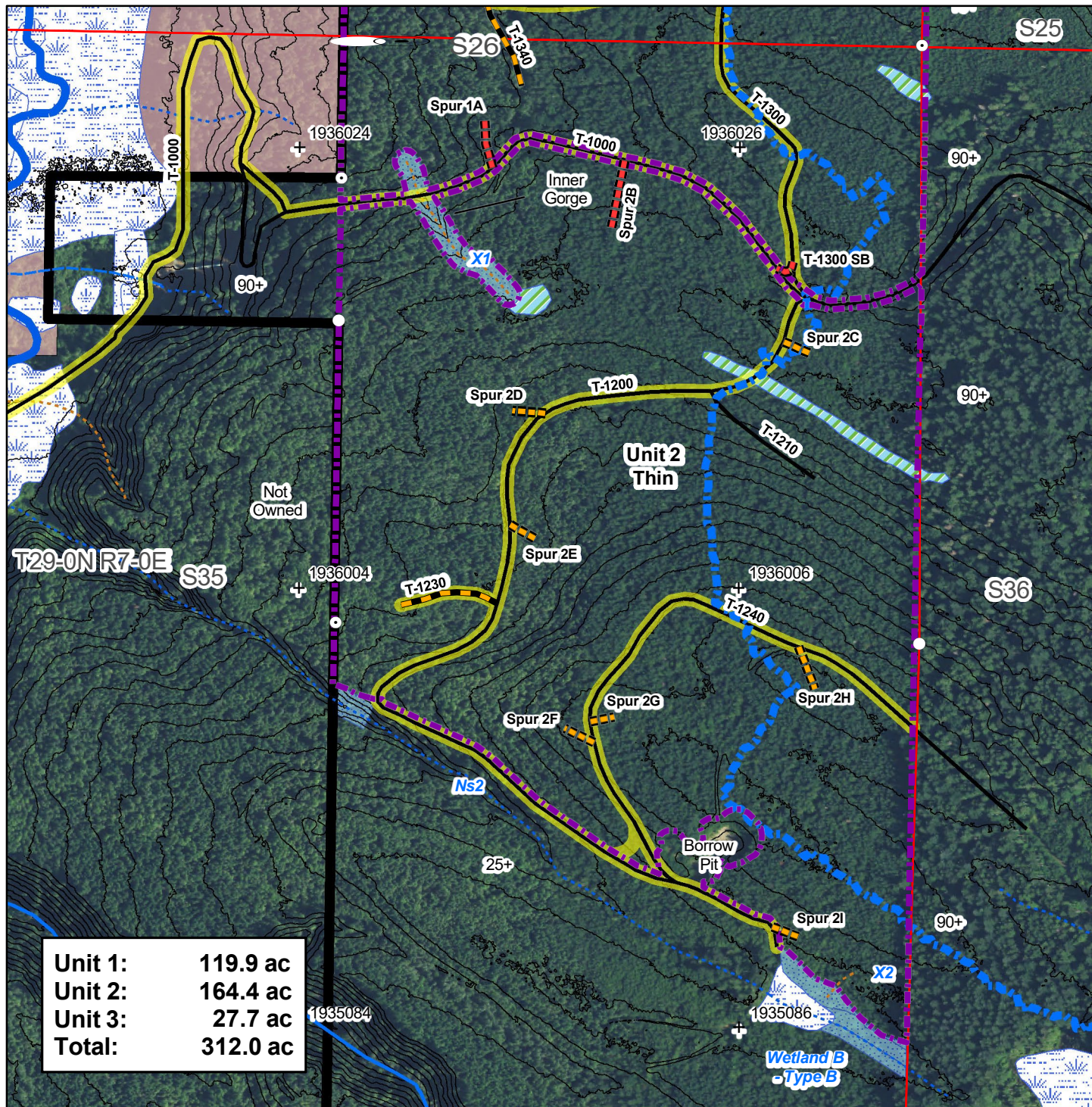
Timber Sale Map



Timber Sale Map



Timber Sale Map



Unit 1:	119.9 ac
Unit 2:	164.4 ac
Unit 3:	27.7 ac
Total:	312.0 ac

- | | | | | |
|-------------------------|----------------|----------------|---------------------------|--------------------------|
| Harvest Boundary | Streams | Existing Roads | City of Everett Ownership | Road Construction |
| Survey Monuments | S | COUNTY ROAD | WA DNR Ownership | Required Construction |
| DNR Registration Points | F | Haul Route | Forested Wetlands <3 ac | Optional Construction |
| 20' Contour | Np | | Forest Practices Wetlands | Optional Reconstruction |
| RMZs | Ns | | Chaplain Watershed | |
| | Non-typed | | | |

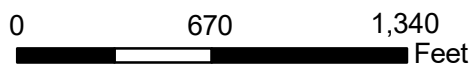
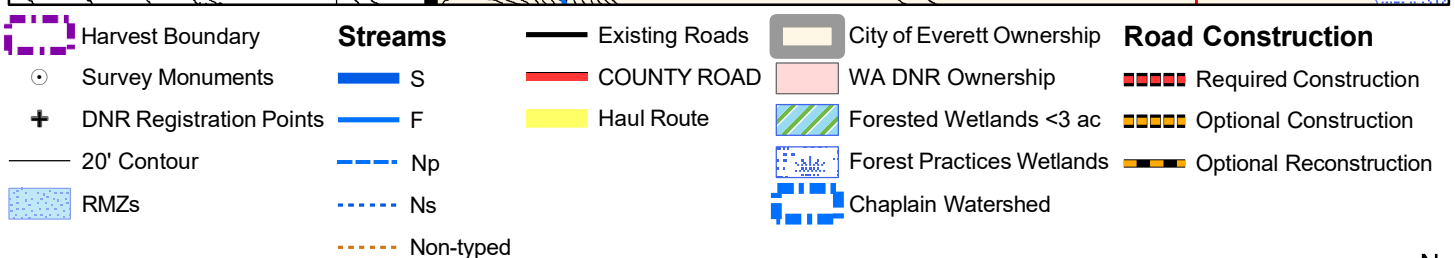
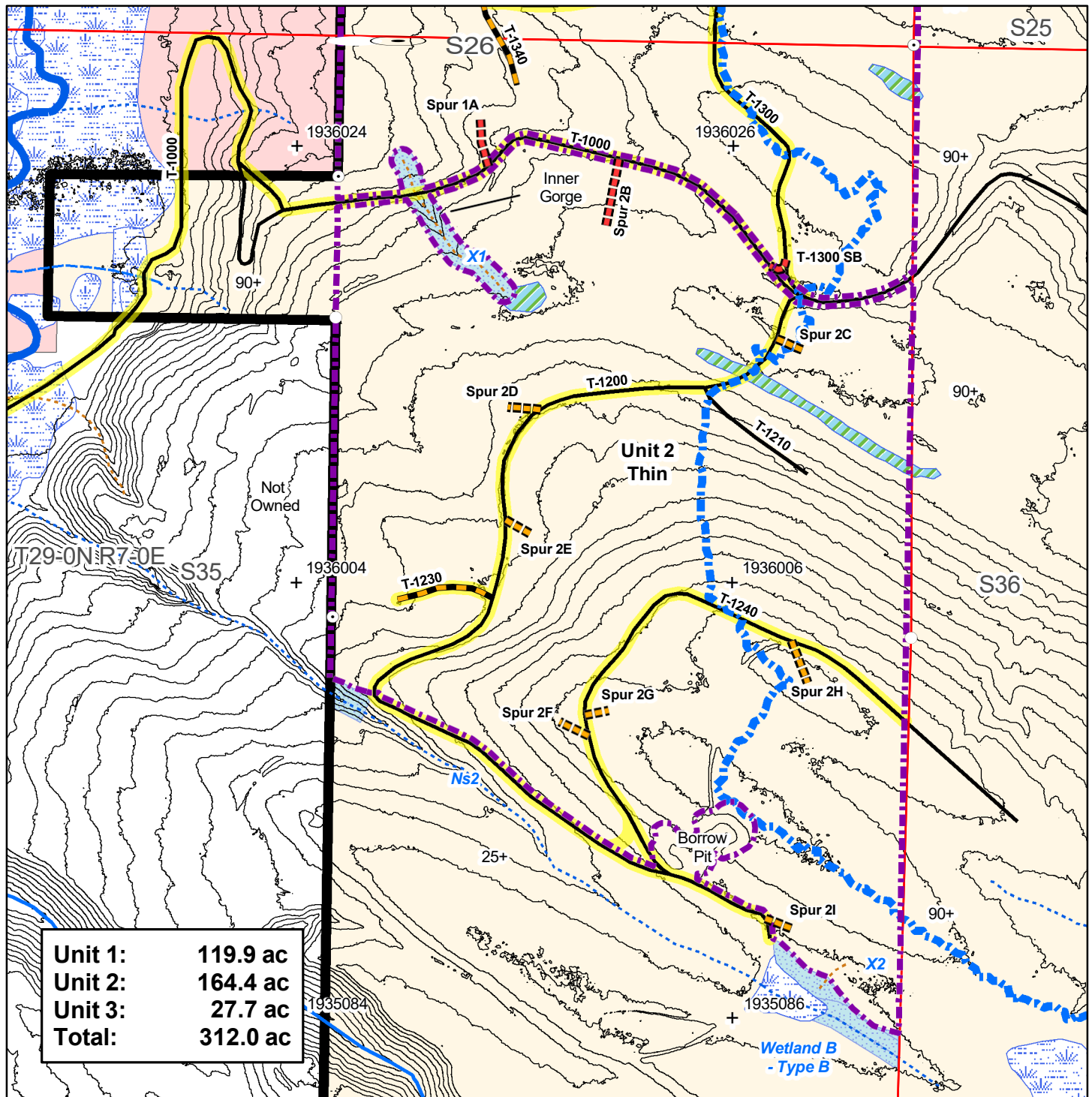
0 670 1,340 Feet

Roots Forestry Consulting 2024

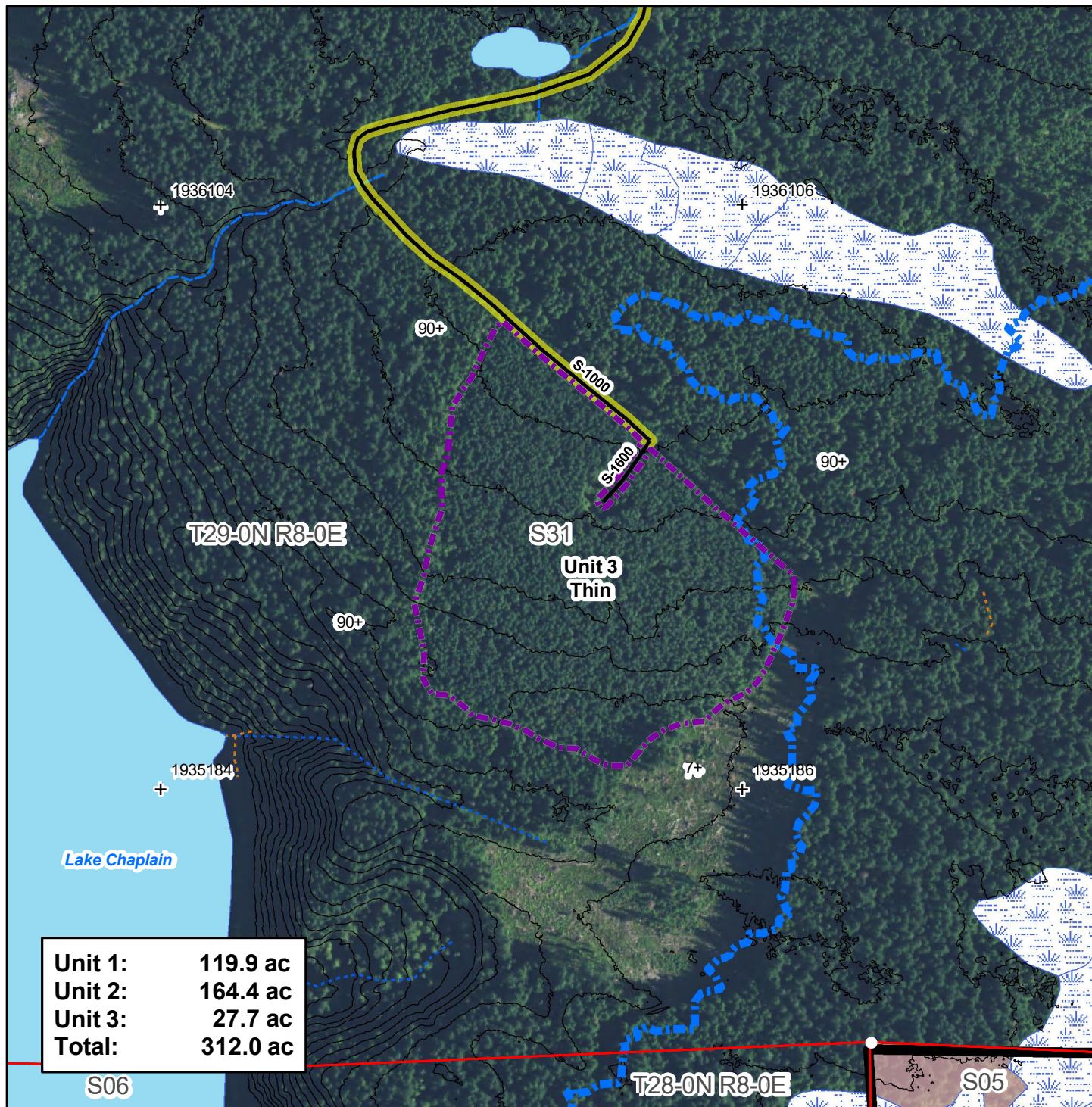
1 in = 660 ft



Timber Sale Map



Timber Sale Map



0 500 1,000
Feet

Roots Forestry Consulting 2024

1 in = 500 ft



Timber Sale Map

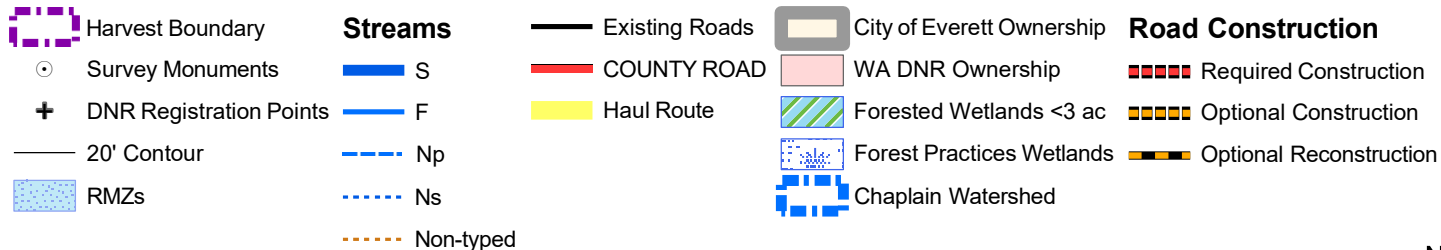
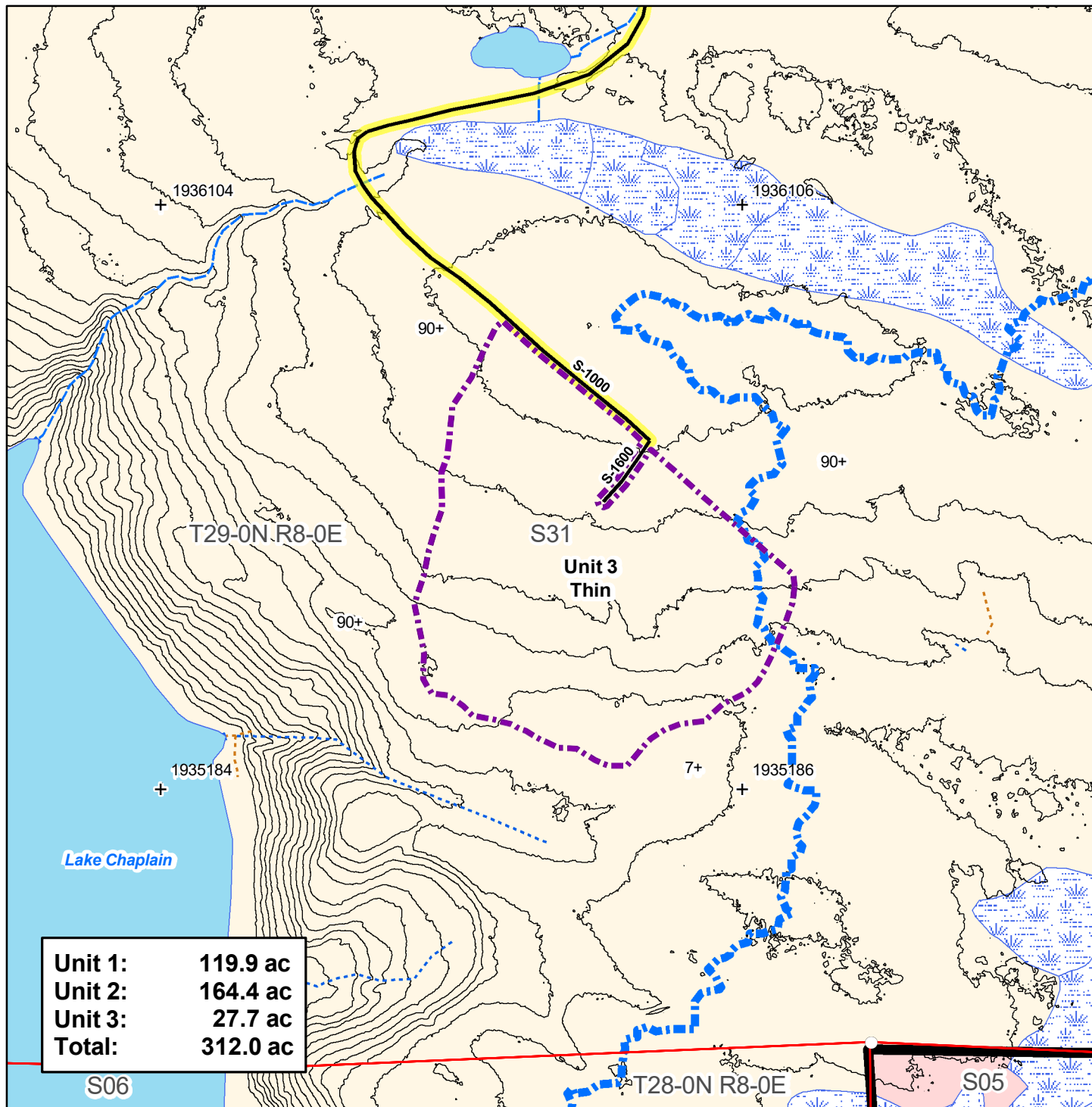


EXHIBIT B THINNING PRESCRIPTION-

Thinning Prescription: **Unit 1 (Stand X-01; Smallwood Thin),
Unit 2 (Stand X-02; Smallwood Thin),
Unit 3 (Stand Chaplain 3; Smallwood Thin)**

- Purchaser shall leave a residual stand that will achieve the following evenly distributed across each unit:

Average spacing of 16 feet x 16 feet (~170 residual trees per acre)

To accomplish this prescription, fallers shall harvest trees starting with smallest diameter trees working up to the larger trees (thin from below), with no trees over 14 inches DBH to be cut. The following take tree preference shall be followed to achieve the desired residual stand spacing:

- 1) All hardwood species
- 2) Western Hemlock
- 3) Defective or diseased Douglas-fir
- 4) Smallest diameter Douglas-fir

- Examples of defect are trees with broken tops and little canopy, well developed spike knots, and highly sinuous forms which should be prioritized for take.
- Where the prescription would leave an opening greater than 30 feet in diameter, the Purchaser must leave a conifer take tree from the largest diameter, largest crown class that has the best form and is undamaged.
- **Western redcedar is not to be cut** without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.
- No trees over **14 inches DBH** shall be cut without prior approval of the Contract Administrator (CA). Only trees necessary to facilitate harvest operations, such as corridors and skid trails, or those which pose safety hazards shall be considered for approval.

EXHIBIT C
ROAD PLAN

Russula Commercial Thin

Road Plan

April 5, 2024

ROAD CLAUSES

SECTION 0 - SCOPE OF PROJECT

0-1 ROAD PLAN SCOPE: Clauses in this road plan apply to all road-related work, including landings and rock source development, unless otherwise noted, permitted through **FPA# 2819244**. All requirements of these permits shall follow Forest Practice Rules.

0-2 REQUIRED ROADS: The specified work on the following roads is required.

ROAD	STATIONS	ACTION
Spur 1A	2+05	CONSTRUCT
Spur 2B	2+85	CONSTRUCT
T-1300 Switchback	1+50	CONSTRUCT
T-1300A	11+80	CONSTRUCT
E-1000	32+58	MAINTENANCE
E-1300	41+89	MAINTENANCE
S-1000	75+08	MAINTENANCE
S-1600	2+80	MAINTENANCE
T-1000	99+16	MAINTENANCE
T-1200	53+06	MAINTENANCE
T-1210	5+55	MAINTENANCE
T-1240	27+90	MAINTENANCE
T-1300	20+30	MAINTENANCE
T-1310	4+00	MAINTENANCE
T-1320	11+25	MAINTENANCE
T-1321	1+95	MAINTENANCE
T-1330	6+70	MAINTENANCE

0-3 OPTIONAL ROADS: The specified work on the following roads is not required. Any optional roads built by the Purchaser must meet all the specifications in the road plan.

ROAD	STATIONS	ACTION
Spur 2C	1+30	CONSTRUCT
Spur 2D	1+30	CONSTRUCT
Spur 2E	1+40	CONSTRUCT
Spur 2F	1+30	CONSTRUCT
Spur 2G	1+20	CONSTRUCT
Spur 2H	2+20	CONSTRUCT
Spur 2I	1+55	CONSTRUCT
T-1230	4+55	CONSTRUCT

T-1340	4+50	CONSTRUCT
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- 0-4 CONSTRUCTION: Construction includes, but is not limited to clearing, grubbing, excavation and embankment to sub-grade, full bench end-haul, landing and turnout construction, culvert installation, culvert removal, geotextile installation, drill and shoot, application of 3-inch-minus ballast rock or gravel ballast.

SECTION 1 - GENERAL CLAUSES

- 1-1 ROAD PLAN CHANGES: If the Purchaser desires a change from this road plan including, but not limited to relocation, extension, change in design, or adding roads; a revised road plan shall be submitted, in writing, to the Contract Administrator for consideration. The City must approve the submitted plans before road work begins.
- 1-2 UNFORESEEN CONDITIONS: Quantities established in this road plan are minimum acceptable values. Additional quantities required by the City due to unforeseen conditions or Purchaser's choice of construction season or techniques shall be at the Purchaser's expense. Unforeseen conditions include, but are not limited to, solid subsurface rock, subsurface springs, saturated ground, and unstable soils.
- 1-3 ROAD DIMENSIONS: Unless controlled by construction stakes, road work shall be performed in accordance with the dimensions shown on the TYPICAL SECTION SHEET and the specifications within this road plan.
- 1-4 ROAD TOLERANCES: Road work shall be performed within the tolerance listed below. The tolerance class for each road is listed on the TYPICAL SECTION SHEET.

Tolerance Class	ft.
Road and Subgrade Width (feet)	+1.5
Subgrade Elevation (feet +)	0.25
Centerline alignment (feet lt./rt.)	1.0

- 1-6 ORDER OF PRECEDENCE: Any conflict or inconsistency in the road plan shall be resolved by giving the documents precedence in the following order:
1. Permit conditioning.
 2. Designs or Plans. On designs and plans, figured dimensions shall take precedence over scaled dimensions.
 3. Road Plan Clauses.
 4. Typical Section Sheet.

In case of any ambiguity or dispute over interpreting the road plan, the Contract Administrator's or designee's decision will be final.

- 1-21 HAUL APPROVAL: Purchaser shall not use roads under this Road Plan for hauling, other than timber cut on the right-of-way, without written approval from the Contract administrator.
- 1-25 ACTIVITY TIMING RESTRICTION: The specified activities are not permitted during the listed closure period(s) unless authorized in writing by the Contract Administrator.

ROAD	STATIONS	ACTIVITY	CLOSURE PERIOD
	ALL	Rock hauling, construction, or abandonment	November 1 to March 30

- 1-26 OPERATING DURING CLOSURE PERIOD: If permission is granted to operate during a closure period listed in Clause 1-25 ACTIVITY TIMING RESTRICTION the Purchaser shall provide a maintenance plan to include further protection of City resources. The Contract Administrator must approve the maintenance plan in writing, and preventative measures shall be put in place, before operation in the closure period. The Purchaser shall be required to maintain all haul roads at their own expense including those listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER. If other operators are using, or desire to use these designated maintainer roads, a joint operating plan shall be developed. All parties shall follow this plan.
- 1-29 SEDIMENT RESTRICTION: Silt-bearing runoff shall not be permitted to go into streams.
- 1-33 SNOW PLOWING RESTRICTION: Snowplowing shall be permitted only after the execution of a SNOW PLOWING AGREEMENT, which is available from the Contact Administrator upon request.

SECTION 2 - MAINTENANCE

- 2-2 ROAD MAINTENANCE – PURCHASER MAINTENANCE: Purchaser shall perform maintenance on roads listed in Contract Clause C-50 PURCHASER ROAD MAINTENANCE AND REPAIR in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-3 ROAD MAINTENANCE – DESIGNATED MAINTAINER: Purchaser may be required to perform maintenance on roads listed in Contract Clause C-60 DESIGNATED ROAD MAINTAINER as directed by the Contract Administrator. Maintenance work shall be in accordance with FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS.
- 2-7 CLEANING DITCHES, HEADWALLS, AND CATCH BASINS: Purchaser shall clean the ditchlines, culvert headwalls, and catch basins. Work shall be completed before application of rock and shall be done in accordance with the TYPICAL SECTION.

SECTION 3 – CLEARING, GRUBBING, AND DISPOSAL

- 3-5 CLEARING: Fell all vegetative material larger than 2 inches DBH or over 5 feet high between the marked right-of-way boundaries or if not marked in the field, between the clearing limits specified on the TYPICAL SECTION SHEET. Clearing shall be completed before starting excavation and embankment.
- 3-10 GRUBBING: Remove all stumps between the grubbing limits specified on the TYPICAL SECTION SHEET. Those stumps outside the grubbing limits but with undercut roots shall also be removed. Grubbing shall be completed before starting excavation and embankment.
- 3-20 ORGANIC DEBRIS DEFINITION: Organic debris is defined as all vegetative material not eligible for removal by Contract Clause G-10 PRODUCTS SOLD AND SALE AREA that is larger than one cubic foot in volume within the clearing limits as shown on the TYPICAL SECTION SHEET.
- 3-21 DISPOSAL COMPLETION: All disposal of organic debris shall be completed before the application of rock.
- 3-23 PROHIBITED DISPOSAL AREAS: Organic debris shall not be deposited in the following areas:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream, or wetland.
 - On embankments.

- On slopes greater than 40%.
- Within the operational area for cable landings where debris may shift or roll.
- On locations where brush will fall into the ditch or onto the road surface.
- Against standing timber.

3-24 BURYING ORGANIC DEBRIS RESTRICTED: Organic debris shall not be buried unless otherwise stated in this plan.

3-25 SCATTERING ORGANIC DEBRIS: Organic debris shall be scattered outside of the clearing limits in natural openings unless otherwise detailed in this road plan.

SECTION 4 - EXCAVATION

4-2 PIONEERING: Pioneering shall not extend past construction that will be completed during the current construction season. Pioneering shall not extend more than 500 feet beyond completed construction unless approved in writing by the Contract Administrator. In addition, the following actions shall be taken as pioneering progresses:

- Drainage shall be provided on all uncompleted construction.
- Road pioneering operations shall not undercut the final cut slope or restrict drainage.
- Culverts at live stream crossings shall be installed during pioneering operations prior to embankment.

4-3 ROAD GRADE AND ALIGNMENT STANDARDS: The following road grade and alignment standards shall be followed:

- Grade and alignment shall have smooth continuity, without abrupt changes in direction.
- Maximum grade shall not exceed 18 percent favorable and 15 percent adverse.
- Minimum curve radius is 50 feet at centerline.
- Sag vertical curves shall not have a grade change greater than 5% in 100 feet.
- Crest vertical curves shall not have a grade change greater than 4% in 100 feet.

4-5 CUT SLOPE RATIO: Excavation slopes shall be constructed no steeper than shown on the following table:

Material Type	Excavation Slope Ratio	Excavation Slope Percent
Common Earth (on side slopes to 55%)	1:1	100%
Fractured or Loose Rock	½:1	200%
Hardpan or Solid Rock	¼:1	400%

4-6 EMBANKMENT SLOPE RATIO: Unless construction staked or designed embankment slopes shall be constructed no steeper than shown on the following table:

Material Type	Embankment Slope Ratio	Embankment Slope Percent
Sandy Soils	2:1	50%
Common Earth and Rounded Gravel	1½:1	67%
Angular Rock	1¼:1	80%

Russula Commercial Thin Timber Sale

- 4-7 SHAPING CUT AND FILL SLOPE: Excavation and embankment slopes shall be constructed to a uniform line and left rough for easier revegetation.
- 4-8 CURVE WIDENING: The minimum widening placed on the inside of curves is:
- 6 feet for curves of 50 to 79 feet radius.
 - 4 feet for curves of 80 to 100 feet radius.
- 4-9 EMBANKMENT WIDENING: The minimum embankment widening is:
- 2 feet for embankment heights at centerline of 2 to 6 feet.
 - 4 feet for embankment heights at centerline of greater than 6 feet.
- Embankment widening shall be applied equally to both sides of the road to achieve the required width.
- 4-12 FULL BENCH CONSTRUCTION: Where side slopes exceed 50% full bench construction shall be utilized for the entire subgrade width except as construction staked or designed.
- 4-21 TURNOUTS: Turnouts shall be intervisible with maximum of 1,000 feet between turnouts unless shown otherwise on drawings. Locations shall be adjusted to fit the final subgrade alignment and sight distances. Turnout locations shall be subject to written approval by the Contract Administrator. Minimum dimensions are shown on the TYPICAL SECTION SHEET.
- 4-25 DITCH CONSTRUCTION AND RECONSTRUCTION: The Purchaser shall construct ditches into the subgrade as specified on the TYPICAL SECTION SHEET. Excavated slopes shall be consistent with Clause 4-5 CUT SLOPE RATIO. Ditches shall be constructed concurrently with construction of the subgrade.
- 4-28 DITCH DRAINAGE: Ditches shall drain to cross-drain culverts and ditchouts.
- 4-35 WASTE MATERIAL DEFINITION: Waste material is defined as all dirt, rock, mud, or related material that is extraneous or unsuitable for construction material. Waste material, as used in Section 4 EXCAVATION, is not organic debris.
- 4-36 DISPOSAL OF WASTE MATERIAL: Waste material may be sidecast on side slopes up to 50% if the waste material is compacted and free of organic debris. On side slopes greater than 50%, all excavation shall be end hauled or pushed to designated embankment sites and waste areas. All end haul material shall be placed in a specific location in the South Pit specified by the Contract Administrator.
- 4-38 PROHIBITED WASTE DISPOSAL AREAS: Waste material shall not be deposited in the following areas, except as otherwise specified in this plan:
- Within 30 feet of a cross drain culvert.
 - Within 30 feet of a live stream or wetland.
 - In locations that interfere with the construction of the road prism.
 - In locations that impede drainage.
 - Against standing timber.
 - Outside the clearing limits.
- 4-55 ROAD SHAPING: The road subgrade and surface shall be shaped as shown on the TYPICAL SECTION SHEET. The subgrade and surface shape shall ensure runoff in an even, un-concentrated manner, and shall be uniform, firm, and rut-free.

- 4-60 FILL COMPACTION: All embankment and waste material shall be compacted by routing equipment over the entire width of each lift.
- 4-61 SUBGRADE COMPACTION: Constructed subgrades shall be compacted by routing equipment over the entire width.

SECTION 5 - DRAINAGE

- 5-5 CULVERTS: Culverts shall be installed as part of this contract. Culverts shall be installed concurrently with subgrade work and shall be installed before subgrade compaction and rock application. Culvert locations and the minimum requirements for culvert length and diameter are designated on the MATERIALS LIST. Culvert, downspout, and flume lengths shall be adjusted to fit as-built conditions and shall not terminate directly on unprotected soil. Culverts shall be new and meet the material specifications in Clauses 10-15 through 10-23.
- 5-11 UNUSED MATERIALS CITY PROPERTY: On required roads, any materials listed on the MATERIALS LIST that are not installed shall become the property of the City. Purchaser shall stockpile materials as directed by the Contract Administrator.
- 5-15 CULVERT INSTALLATION: Installation shall be in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL and the National Corrugated Metal Pipe Association's "Installation Manual for Corrugated Steel Drainage Structures."
- 5-16 APPROVAL FOR LARGER CULVERT INSTALLATION: Installation of culverts 36 inches in diameter and over shall be subject to written approval by the Contract Administrator before making backfill.
- 5-17 CROSS DRAIN SKEW AND SLOPE: Cross drains, on road grades in excess of 3%, shall be skewed at least 30 degrees from perpendicular to the road centerline, except where the cross drain is at the low point in the road, culverts shall not be skewed. Cross drain culverts shall be installed at a slope steeper than the incoming ditch grade, but not less than 3% or more than 10%.
- 5-25 CATCH BASINS: Catch basins shall be constructed to resist erosion in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL. Minimum dimensions of catch basins are 2 feet wide and 4 feet long with backslopes consistent with Clause 4-5 CUT SLOPE RATIO.
- 5-26 HEADWALLS FOR CROSS DRAIN CULVERTS: Headwalls shall be constructed in accordance with the CULVERT AND DRAINAGE SPECIFICATION DETAIL at all cross drain culverts. Rock used for headwalls shall weigh at least 50 pounds. Rock shall be placed on shoulders, slopes, and around culvert inlets and outlets. Rock shall not restrict the flow of water into culvert inlets or catch basins. No placement by end dumping or dropping of rock shall be allowed.

SECTION 6 – ROCK AND SURFACING

- 6-2 ROCK SOURCE ON CITY LAND: Rock used in accordance with the quantities on the TYPICAL SECTION and MATERIALS LIST may be obtained from the following source(s) on City land at no charge to the Purchaser. Use of material from any other source must have prior written approval from the Contract Administrator. If other operators are using, or desire to use the rock source(s), a joint operating plan shall be developed. All parties shall follow this plan.

Source	Location
North Pit	E-1300 Road, STA 2+40
South Pit	D-1360, STA 10+00

6-5 ROCK FROM COMMERCIAL SOURCE: Rock used in accordance with the quantities on the TYPICAL SECTION SHEET and MATERIALS LIST may be obtained from any commercial source at the Purchaser's expense. Rock sources will be subject to written approval by the Contract Administrator before their use.

6-11 ROCK SOURCE DEVELOPMENT PLAN BY PURCHASER: All rock source development and use shall be in accordance with a written ROCK SOURCE DEVELOPMENT PLAN to be prepared by the Purchaser. The plan is subject to written approval by the Contract Administrator before any rock source development or use. Upon completion of operations, the rock source shall be left in the condition specified in the ROCK SOURCE DEVELOPMENT PLAN, and approved in writing by the Contract Administrator.

Rock source development plans prepared by the Purchaser shall show the following information:

- Rock source location.
- Rock source overview showing access roads, development areas, stockpile locations, waste areas, and floor drainage.
- Rock source profiles showing development areas, bench locations including widths, and wall faces including heights.

6-23 ROCK GRADATION TYPES: Purchaser shall supply manufactured rock in accordance with the types and amounts listed in the TYPICAL SECTION SHEET and MATERIALS LIST. Rock shall meet the following specifications for gradation and uniform quality when placed in hauling vehicles or during manufacture and placement into a stockpile. The exact point of evaluation for conformance to specifications will be determined by the Contract Administrator.

6-34 3-INCH MINUS BALLAST ROCK: Ballast rock shall be 100% equal to, or smaller than, 3 inches in at least one dimension.

Rock shall contain no more than 5 percent organic debris, dirt, and trash. All percentages are by weight.

6-50 LIGHT LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Light loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>
20% / 90%	300 lbs. to 1 ton
80% / --	50 lbs. to ½ ton
10% / 20%	50 lbs. max

6-51 HEAVY LOOSE RIPRAP: Riprap shall consist of angular, hard, sound, and durable stone. It shall be free from segregation, seams, cracks, and other defects. Heavy loose riprap shall be free of rock fines, soil, organic debris or other extraneous material, and shall meet the following requirements:

<u>At Least/Not More Than</u>	<u>Weight Range</u>	<u>Size Range</u>
30% / 90%	1 ton to 3 ton	36"- 54"
70% / 90%	500 lbs. to 1 ½ ton	24"- 42"
10% / 30%	50 lbs. max	3"- 8"

- 6-55 **ROCK APPLICATION MEASURED BY COMPACTED DEPTH:** Measurement of specified rock depths, are defined as the compacted depth(s) using the compaction methods required in this road plan. Estimated quantities specified in the TYPICAL SECTION SHEET are loose yards. Purchaser shall apply adequate amounts of rock to meet the specified rock depths. Specified rock depths are minimum requirements, and are not subject to reduction.
- 6-70 **APPROVAL BEFORE ROCK APPLICATION:** Subgrade drainage installation including culvert installation, ditch construction, ditch reconstruction, headwall construction, and headwall reconstruction, shall be completed and approved in writing by the Contract Administrator, before rock application.
- 6-71 **ROCK APPLICATION:** Rock shall be applied in accordance with the specifications and quantities shown on the TYPICAL SECTION SHEET. Rock shall be spread, shaped, and compacted full width concurrent with rock hauling operations. Road surfaces shall be compacted in accordance with the TYPICAL SECTION SHEET by routing equipment over the entire width.
- 6-73 **ROCK FOR WIDENED PORTIONS:** Turnarounds, turnouts, and areas with curve widening shall have rock applied to the same depth and specifications as the traveled way.

SECTION 7 STRUCTURES

- 7-50 N/A.

SECTION 8 EROSION CONTROL

- 8-15 **PUMP-AROUND:** Purchaser must pump live water around construction areas during all in-water activities related to removal of culverts.
- 8-16 **REVEGETATION:** Purchaser shall spread seed on all exposed soils within the grubbing limits resulting from road work activities. Covering of all exposed soils shall be accomplished by manual dispersal of grass seed. Other methods of covering must be approved in writing by the Contract Administrator.
- 8-17 **REVEGETATION TIMING:** The Purchaser shall perform revegetation during the first available opportunity after road work is completed. Soils shall not be allowed to sit exposed for longer than one month without receiving revegetation treatment unless otherwise approved in writing by the Contract Administrator.
- 8-18 **PROTECTION FOR SEED:** Purchaser shall provide a protective cover for seed if revegetation occurs between July 1 and March 31. The protective cover shall consist of, but not be limited to dispersed straw, jute matting, or clear plastic sheets as approved by the Contract Administrator. The protective cover requirement may be waived by the Contract Administrator, in writing, if the Purchaser is able to demonstrate a revegetation plan that will result in the establishment of a uniform dense crop (at least 50% coverage) of 3-inch tall grass by October 31.
- 8-19 **ASSURANCE FOR SEEDED AREA:** The Purchaser shall be responsible to ensure a uniform and dense crop (at least 50% coverage) of 3-inch tall grass. The Purchaser shall reapply the grass seed in areas that have failed to germinate or have been damaged through any cause, before approval from the Contract Administrator. The Purchaser shall restore eroded or disturbed areas, clean up and properly dispose of eroded materials, and reapply the seed at no addition cost to the City.
- 8-25 **GRASS SEED:** Purchaser shall evenly spread the seed mixture listed below on all exposed soil inside the grubbing limits at a rate of 120 pounds per acre of exposed soil. Grass seed shall meet the following specifications:

1. Weed seed shall not exceed 0.5% by weight.

2. All seed species shall have a minimum 90% germination rate, unless otherwise specified.
3. Seed shall be certified free of noxious weeds.
4. Seed shall be furnished in standard containers that show the following information:
 - a. Common name of seed
 - b. Net weight
 - c. Percent of purity
 - d. Percentage of germination
 - e. Percentage of weed seed and inert material
5. Seed shall conform to the following mixture:

Kind and Variety of Seed in Mixture	% by Weight
Annual Ryegrass	50
Winter Triticale	50

SECTION 9 POST HAUL ROAD WORK

- 9-3 REMOVAL OF CULVERT MATERIAL FROM CITY LAND: Culvert material removed from roads becomes the property of the Purchaser and must be removed from City land.
- 9-10 LANDING DRAINAGE: Purchaser shall provide for drainage of the landing surface as approved, in writing, by the Contract Administrator.
- 9-12 LANDING EMBANKMENT REMOVAL: The Purchaser shall reduce or relocate landing embankment, in a manner approved, in writing, by the Contract Administrator. Excavated material shall be placed in a waste area designated by the Contract Administrator.
- 9-21 ROAD ABANDONMENT: The following road(s) shall be abandoned by the Purchaser before the termination of this contract.

ROAD	STATIONS
Spur 1A	0+00 to 2+05
Spur 2B	0+00 to 2+85
Spur 2C	0+00 to 1+30
Spur 2D	0+00 to 1+30
Spur 2E	0+00 to 1+40
Spur 2F	0+00 to 1+30
Spur 2G	0+00 to 1+20
Spur 2H	0+00 to 2+20
Spur 2I	0+00 to 1+55
S-1600	0+00 to 2+80
T-1210	0+00 to 5+55
T-1230	0+00 to 4+55
T-1300A	0+00 to 14+65
T-1310	0+00 to 4+00
T-1321	0+00 to 1+95
T-1340	0+00 to 4+90

9-22 ABANDONMENT:

- Remove all ditch relief culverts. The resulting slopes shall be 1:1 or flatter. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Remove all culverts in natural drainages. The resulting slopes shall be 1:1 or flatter. Strive for matching the existing native stream bank gradient. The natural streambed width shall be re-established. The removed fill material shall be placed and compacted in a location that will not erode into any Typed waters or wetlands.
- Transport all removed culverts off site. All removed culverts shall become the property of the Purchaser.
- Construct non-drivable waterbars at natural drainage points and at a spacing that will produce a vertical drop of no more than 20 feet between waterbars and with a maximum horizontal spacing of 400 feet.
- Skew waterbars at least 30 degrees from perpendicular to the road centerline on roads in excess of 3 percent grade.
- Key waterbars into the cut-slope to intercept the ditch. Waterbars shall be outsloped to provide positive drainage. Outlets shall be on stable locations.
- Inslope or outslope the road as appropriate.
- Remove bridges and other structures.
- Pull back unstable fill that has potential of failing and entering any Typed waters or wetlands. Removed material shall be placed and compacted in a stable location.
- Remove berms except as designed.
- Block the road by constructing an aggressive barrier of dense interlocked large woody debris (logs, stumps, root wads, etc.) so that four wheel highway vehicles cannot pass the point of abandonment. Typical barrier dimensions are 10 feet high by 20 feet deep, spanning the entire road prism from top of cutslope to toe of fillslope. Long term effectiveness is the primary objective. If necessary construct a vehicular turn-around near the point of abandonment.
- Apply grass seed to all exposed soils resulting from the abandonment work and in accordance with Section 8 EROSION CONTROL.

SECTION 10 MATERIALS

- 10-3 GEOTEXTILE FOR STABILIZATION: Geotextiles shall meet the following minimum requirements for strength and property qualities, and shall be designed by the manufacturer to be used for stabilization or reinforcement, and filtration. Material shall be free of defects, cuts, and tears.

	ASTM Test	Requirements
Type	--	Woven
Apparent opening size	D 4751	No. 40 max
Water permittivity	D 4491	0.10 sec-1
Grab tensile strength	D 4632	315 lb
Grab tensile elongation	D 4632	50%
Puncture strength	D 6241	620 lb
Tear strength	D 4533	112 lb
Ultraviolet stability	D 4355	50% retained after 500 hours of exposure

- 10-15 CORRUGATED STEEL CULVERT: Metallic coated steel culverts shall meet AASHTO M-36 (ASTM A-760) specifications. Culverts shall be galvanized (zinc coated meeting AASHTO M-218).
- 10-16 CORRUGATED ALUMINUM CULVERT: Aluminum culverts shall meet AASHTO M-196 (ASTM A-745) specifications.

- 10-17 CORRUGATED PLASTIC CULVERT: Polyethylene culverts shall meet AASHTO M-294 specifications, or ASTM F-2648 specifications for recycled polyethylene. Culverts shall be Type S – double walled with a corrugated exterior and smooth interior.
- 10-21 METAL BAND: Metal coupling and end bands shall meet the AASHTO specification designated for the culvert and shall have matching corrugations. On culverts 24 inches and smaller, bands shall have a minimum width of 12 inches. On culverts over 24 inches, bands shall have a minimum width of 24 inches.
- 10-22 PLASTIC BAND: Plastic coupling and end bands shall meet the AASHTO specification designated for the culvert. Only fittings supplied or recommended by the culvert manufacturer shall be used.
- 10-23 GAUGE AND CORRUGATION: Unless otherwise stated in the engineer's design, metal culverts shall conform to the following specifications for gauge and corrugation as a function of diameter.

Diameter	Gauge	Corrugation
18"	16 (0.064")	2 3/4" x 1/2"
24" to 48"	14 (0.079")	3 3/4" x 1/2"
54" to 96"	14 (0.079")	3" x 1"

SECTION 11 SPECIAL NOTES

FOREST ACCESS ROAD MAINTENANCE SPECIFICATIONS

CUTS AND FILLS:

- Maintain slope lines to a stable gradient compatible with the construction materials. Remove slides from ditches and the roadway. Repair fill-failures, in accordance with Clause 4-6 EMBANKMENT SLOPE RATIO, with selected material or material approved by the Contract Administrator. Remove overhanging material from the top of cut slopes.
- Waste material from slides or other sources shall be placed and compacted in stable locations identified in the road plan or approved by the Contract Administrator, so that sediment will not deliver to any streams or wetlands.
- Slide material and debris shall not be mixed into the road surface materials, unless approved by the Contract Administrator.

SURFACE:

- Grade and shape the road surface, turnouts, and shoulders to the original shape on the TYPICAL SECTION SHEET. Inslope or outslope as directed to provide a smooth, rut-free traveled surface and maintain surface water runoff in an even, unconcentrated manner.
- Blading shall not undercut the backslope or cut into geotextile fabric on the road.
- If required by the Contract Administrator, water shall be applied as necessary to control dust and retain fine surface rock.
- Surface material shall not be bladed off the roadway. Replace surface material when lost or worn away, or as directed by the Contract Administrator.
- Remove shoulder berms, created by grading, to facilitate drainage, except as marked or directed by the Contract Administrator.
- For roads with geotextile fabric: spread surface aggregate to fill in soft spots and wheel ruts (barrel spread) to prevent damage to the geotextile fabric.

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DRAINAGE:

- Prevent silt bearing road surface and ditch runoff from delivering sediment to any streams or wetlands.
- Maintain rolling dips and drivable waterbars as needed to keep them functioning as intended.
- Maintain headwalls to the road shoulder level with material that will resist erosion.
- Maintain energy dissipators at culvert outlets with non-erodible material or rock.
- Keep ditches, culverts, and other drainage structures clear of obstructions and functioning as intended.
- Inspect and clean culverts at least monthly, with additional inspections during storms and periods of high runoff. This shall be done even during periods of inactivity.

PREVENTATIVE MAINTENANCE:

- Perform preventative maintenance work to safeguard against storm damage, such as blading to ensure correct runoff, ditch and culvert cleaning, and waterbar maintenance.

TERMINATION OF USE OR END OF SEASON:

- At the conclusion of logging operations, ensure all conditions of these specifications have been met.

DEBRIS:

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

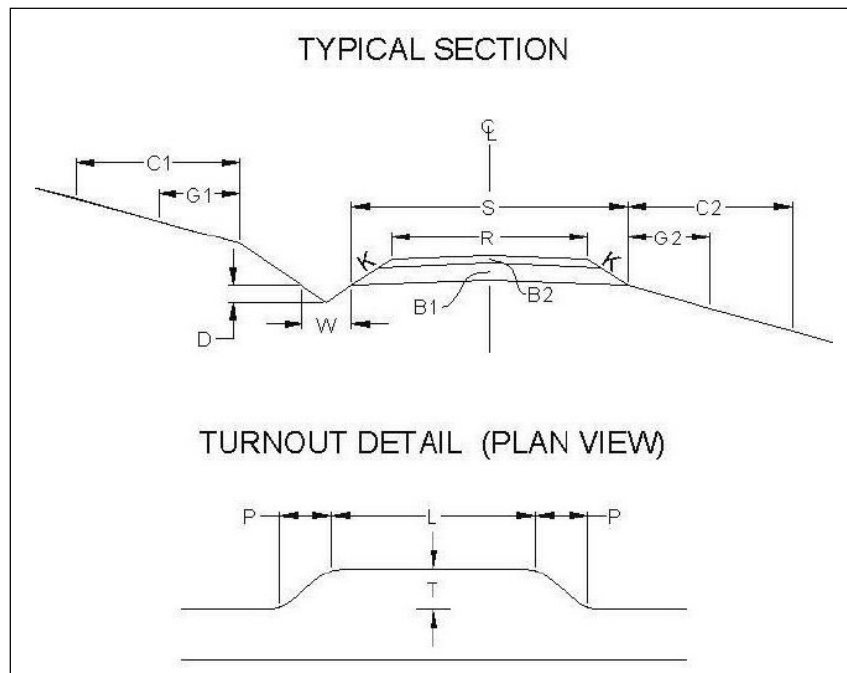
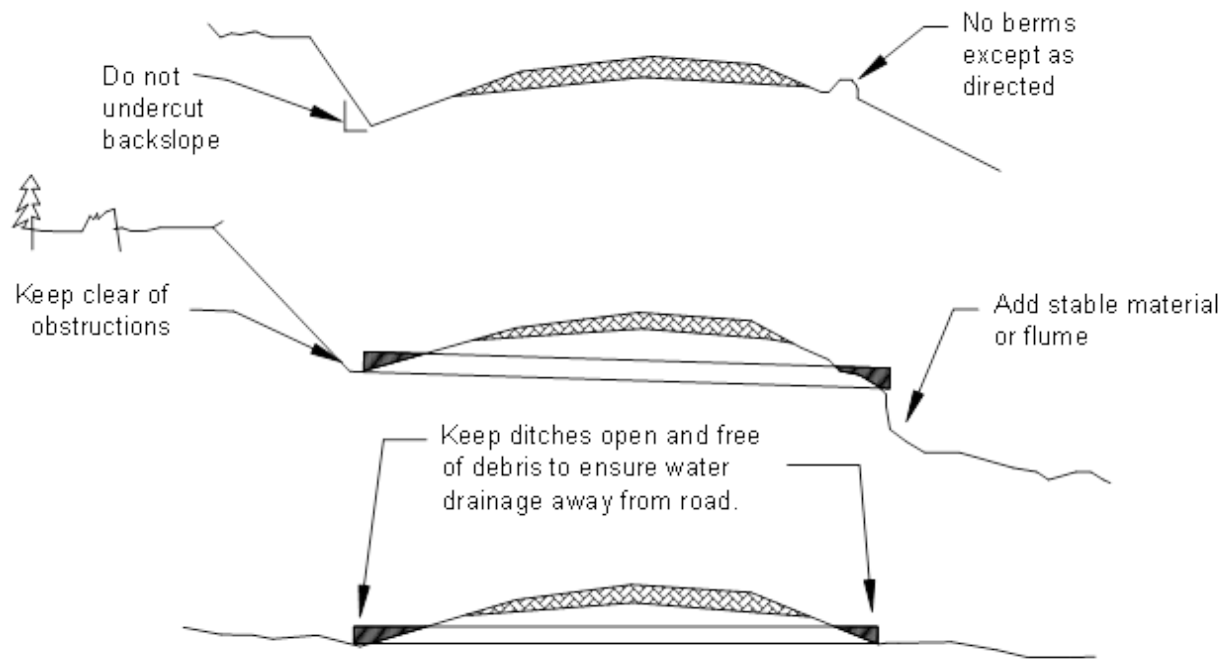
DESIGNATED HAUL ROUTES:

- Log haul shall occur according to the table below for each unit unless written permission is granted by the Contract Administrator:
 - Unit 1: T-1000 to Woods Creek Road
 - Unit 2: T-1000 to Woods Creek Road
 - Unit 3: E-1000 to Monroe Camp Road

DEBRIS:

- Remove fallen timber, limbs, and stumps from the slopes, roadway, ditchlines, and culvert inlets.

TYPICAL SECTION SHEET



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[illegible]

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ROAD #		T-1230	T-1300 Switchback	T-1300A	T-1340	E-1000	E-1300	S-1000	S-1600	T-1000	T-1200
REQUIRED / OPTIONAL		OPTIONAL	REQUIRED	REQUIRED	OPTIONAL	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		RECONSTR.	CONSTRUCT	RECONSTR.	RECONSTR.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00	0+00
		4+55	1+50	11+80	4+50	32+58	41+89	75+08	2+80	99+16	53+06
ROAD WIDTH	R	12	20	12	12				12		
CROWN (INCHES @ C/L)		3	3	3	3				3		
DITCH WIDTH	W	3	3	3	3				3		
DITCH DEPTH	D	1	1	1	1				1		
TURNOUT LENGTH	L	50	50	50	50				50		
TURNOUT WIDTH	T	10	10	10	10				10		
TURNOUT TAPER	P	25	25	25	25				25		
GRUBBING	G1	5	5	5	5				5		
	G2	5	5	5	5				5		
CLEARING	C1	10	10	10	10				10		
	C2	10	10	10	10				10		
ROCK FILL SLOPE	K:1	1½	1½	1½	1½				1 ½		
BALLAST DEPTH ¹	B1	3	12	3	3				3		
CUBIC YARDS / STATION		15	74	15	15				15		
TOTAL CUBIC YARDS BALLAST ²		68	111	177	68				42		
SURFACING DEPTH ¹	B2		3								
CUBIC YARDS / STATION			15								
TOTAL CUBIC YARDS SURFACING ²			23								
TOTAL CUBIC YARDS ²		68	134	177	68				42		
SUBGRADE WIDTH	S	15	15	15	15				15		
BRUSH CUT (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	Y
BLADE, SHAPE & DITCH (Y/N)		N/A	N/A	N/A	N/A	N	N	N	Y	N	N

Russula Commercial Thin Timber Sale

ROAD #		T-1210	T-1240	T-1300	T-1310	T-1320	T-1321	T-1330
REQUIRED / OPTIONAL		REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
CONSTRUCT / RECONSTRUCT		MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.	MAINT.
TOLERANCE CLASS (A/B/C)		C	C	C	C	C	C	C
STATION TO STATION		0+00	0+00	0+00	0+00	0+00	0+00	0+00
		5+55	27+90	20+30	4+00	5+20	1+95	6+70
ROAD WIDTH	12	12			12		12	
CROWN (INCHES @ C/L)		3			3		3	
DITCH WIDTH	3	3			3		3	
DITCH DEPTH	1	1			1		1	
TURNOUT LENGTH	50	50			50		50	
TURNOUT WIDTH	10	10			10		10	
TURNOUT TAPER	25	25			25		25	
GRUBBING	5	5			5		5	
	5	5			5		5	
CLEARING	10	10			10		10	
	10	10			10		10	
ROCK FILL SLOPE	1½	1½			1½		1½	
BALLAST DEPTH¹	12	3			3		3	6
CUBIC YARDS / STATION		15			15		15	22
TOTAL CUBIC YARDS BALLAST²		83			60		29	149
SURFACING DEPTH¹			3	3		3		
CUBIC YARDS / STATION			15	15		15		
TOTAL CUBIC YARDS SURFACING²			419	305		78		
TOTAL CUBIC YARDS²		83	419	305	60	78	29	149
SUBGRADE WIDTH	S	15						
BRUSH CUT (Y/N)		Y	Y	Y	Y	Y	Y	Y
BLADE, SHAPE & DITCH (Y/N)		Y	N	N	Y	N	Y	Y

Russula Commercial Thin Timber Sale

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GM – Galvanized Metal

PS – Polyethylene Single Wall

AM – Aluminized Metal

C – Concrete

XX – PD or GM

H – Heavy Loose Riprap

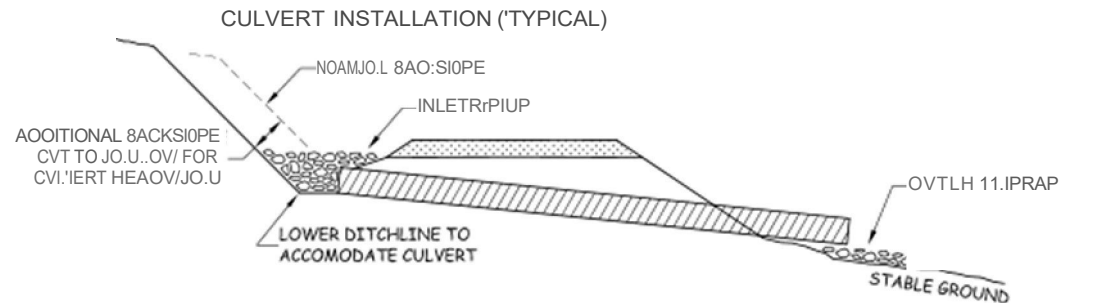
PD – Polyethylene Dual Wall

L – Light Loose Riprap

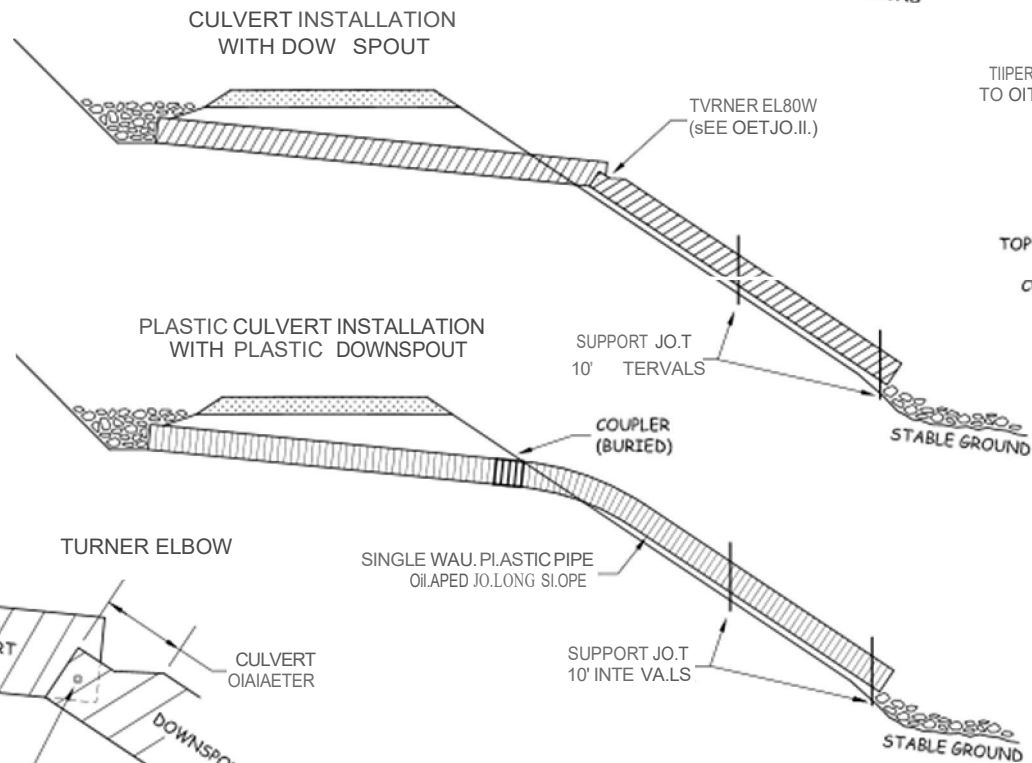
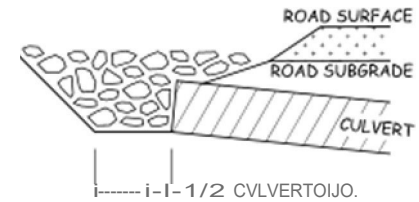
NT – Native (Bank Run)

QS – Quarry Spalls

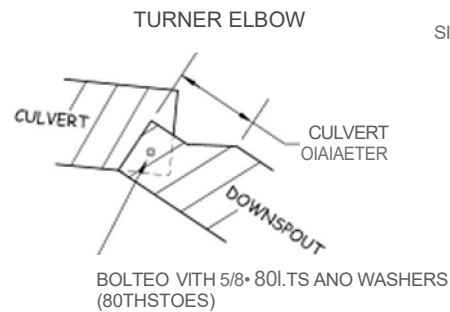
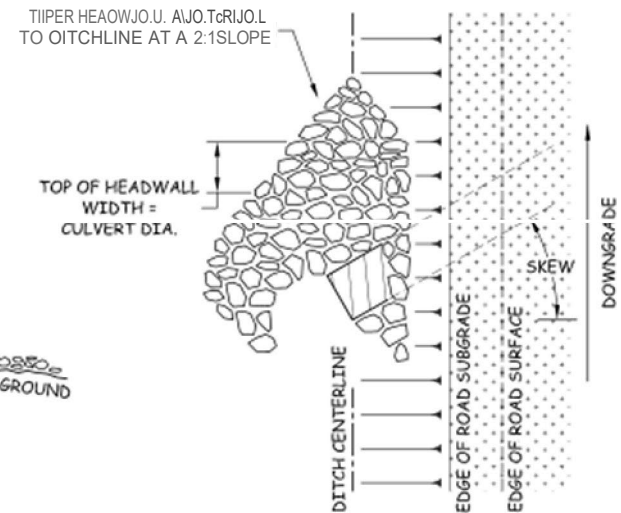
CULVERT AND DRAINAGE SPECIFICATIONS



CULVERT HEADWALL - SECTION VIEW



CULVERT HEADWALL - PLAN VIEW



MEAOVJO.LL NOTE:

HEAOV'ILL TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL THAT WILL RESIST EROSION JO.NO ARMORED WITH IW'itUP QU'INTITY SPECIFIED IN RO,0,0 Pli'IN.

Project title: Amendment 1 to the Professional Services Agreement with Carollo Engineers Inc. for the 20th Street Sewer Rehabilitation project.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 09/11/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Services
Agreement Amendment

Department(s) involved:

Public Works, Legal

Contact person:

Souheil Nasr

Phone number:

425.257.7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Amendment 1 - Professional Services Agreement

Project: 20th Street Sewer Rehabilitation project.

Partner/Supplier: Carollo Engineers Inc.

Location: Along 20th Street

Preceding action: Plans & Systems Ordinance [05/03/23](#), Special Improvement Project Ordinance: [4/24/24](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Project funding is provided by Fund 336 – Water & Sewer System Improvements Fund. The programmed available funding is \$2,895,000.

Project summary statement:

This project will provide for a trenchless repair of the existing sewer main on 20th Street from Grand Avenue to Broadway. These concrete sewer mains are greatly deteriorated and approaching the end of their useful life. Carollo Engineers Inc. provided the engineering analysis and design of the rehabilitation of the existing sewer mains, under the original Professional Services Agreement (PSA).

Amendment 1 to the PSA with Carollo, adds the tasks of services during construction of the project. The construction contract for the 20th Street Sewer Rehabilitation project was awarded by City Council on [July 10, 2024](#).

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Amendment to the Professional Services Agreement with Carollo Engineers Inc. for the 20th Street Sewer Rehabilitation project, in the amount of \$73,485.00.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Carollo Engineers, Inc.
City Project Manager	Amie Roshak, PE
	aroshak@everettwa.gov
Original Agreement Date	5/4/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$155,021.00
	Compensation Added (or Subtracted) by this Amendment	\$73,485.00
	Maximum Compensation Amount After this Amendment	\$228,506.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.	
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.	
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.	

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

CAROLLO ENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Tadd Giesbrecht

Signer's Email Address: tgiesbrecht@carollo.com

Title of Signer: Vice President

Date

ATTEST

Signature: _____

Name of Signer: Erik Waligorski

Signer's Email Address: ewaligorski@carollo.com

Title of Signer: Vice President

Office of the City Clerk

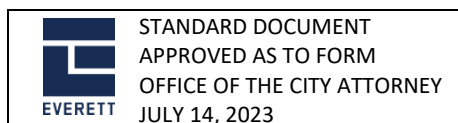


EXHIBIT A

SCOPE OF SERVICES

20th STREET SEWER REHABILITATION PROJECT

ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

CITY OF EVERETT

The purpose of this project is to rehabilitate approximately 2,540 lineal feet of existing 36-inch and 30-inch diameter sewer running along 20th Street in the City of Everett (City) from approximately 90 feet west of Rucker Avenue easterly to the intersection of 20th Street and N Broadway Avenue and an additional 750 feet of sewer from Mill St to Winter St and behind 1525 E Marine View Dr. The existing sewer in 20th Street is the sole service provider for the Department of the Navy (Navy) who discharges effluent via a force main into a discharge structure west of Rucker Avenue. The City has completed several investigations of the existing sewer main and has identified significant

The City has retained Carollo Engineers, Inc. (Consultant) to provide the preliminary and final design, and bidding services for the construction of rehabilitation upgrades to the 20th Street Sewer, its existing manhole structures, and various additional manhole structures and pipelines identified in Task 200. Consultant will verify feasibility to rehabilitate the existing trunk main, recommend any modifications to the proposed plan, and complete a final design of the recommended rehabilitation.

This Scope of Services provides project management and engineering services during construction (ESDC) for the rehabilitation of the 20th Street Sewer and the other sewer mains and manholes in this project.

GENERAL PROJECT ASSUMPTIONS

1. Consultant shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
2. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Scope of Work.
3. City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

SCOPE OF WORK

TASK 100 – PROJECT MANAGEMENT

The purpose of this task is to manage and coordinate engineering and related services required for project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

Subtask 110 – Project Monitoring and Reporting

- Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with

EXHIBIT A

monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. Reports and invoicing will be formatted in a manner that is acceptable to the City.

Subtask 120 – Quality Management

- Manage and execute quality control procedures for all deliverables.
- Manage Record of Comments to track City review comments and Consultant's responses for all project deliverables.

Assumptions:

1. Total project duration for construction is assumed to be 6 months.

Meetings:

1. None.

Deliverables:

1. Monthly invoices and progress reports.

Task 600 - ENGINEERING SERVICE DURING CONSTRUCTION (ESDC)

The purpose of this task is to prepare for, conduct, and document decisions and action items arising from meetings and site visits during construction and associated with the project. Task 600 has the following subtasks:

Subtask 610 – Preconstruction and Periodic Construction Meetings

- Prepare for and attend the pre-construction conference.
- Prepare conformed contract documents. Consultant will prepare conformed contract documents at the start of construction and deliver a set of documents reflecting all contract changes made during the bidding period.

Subtask 620 – Submittal Reviews/Revisions

- Review and respond to construction submittals. This task assumes that the City will coordinate and manage the shop drawing and submittal review process and will distribute specific submittals for the Consultant to review on an as needed basis. Consultant will complete reviews of submittals and resubmittals and provide the City with a response on the City's submittal form. Up to five submittals are assumed to be reviewed by the Consultant with no re-submittal reviews.

Subtask 630 – RFI Review/Responses

- Review and respond to Contractor Requests for Information (RFI). This task assumes that the City will coordinate and manage the RFI process between the City and the Contractor. Consultant will complete reviews of the RFI and provide a City with a response. Up to four RFIs are assumed.

Subtask 640 – Change Order/Responses

- Review Change Order Requests (CO). Consultant will review change order requests in conjunction with the City's representative to determine changes in scope and conditions. Consultant will prepare

EXHIBIT A

independent cost estimates to be used by the City in negotiating with the Contractor. This task assumes that the City will prepare and process approved change orders and incorporate them into the contract. Up to two CO are assumed.

Subtask 65o – Site Visits during Construction

- Consultant will provide as needed construction observations at the direction of the City. Up to three field reviews will be provided by the Consultant.

Subtask 66o – Record Drawings

- Construction Record Drawings (CRDs). Consultant will review the Contractor supplied as-built redline drawings and will prepare draft construction Record Drawings. The draft construction Record Drawings will be reviewed by the internal QA/QC team and then submitted to the City for review. One revision of the draft construction record drawings will be completed based on City comment and a final copy of the CRDs will be submitted to the City.

Assumptions

1. The Contractor will complete the construction within the contract time, which is assumed to be 120 working days following notice to proceed. Any effort required by the Consultant beyond the contract time assumed in this Scope of Services will require a modification for the additional level of effort, if the original budget has been exhausted.
2. This task assumes that the City will lead the construction management including construction administration, documentation, and providing daily onsite construction observers.
3. This task assumes that the City will review, comment on, and approve the Contractor's monthly payment applications based on the approved schedule of values.
4. This task assumes that the City will provide all required submittal review and observation for site civil related construction activities, including site grading, trenching, pipeline installation and backfill, and site restoration and paving.
5. Consultant will provide review and comment on up to fifteen (15) Contractor submittals. This task assumes that no more than one (1) resubmittal will be required for the submittals reviewed by the Consultant. Budget is based on two (2) hours per submittal inclusive of time for processing through the City's submittal tracking process and preparing responses.
6. Consultant will respond to up to ten (10) RFIs. Budget is based on four (4) hours per RFI inclusive of time for research, processing through the tracking database, and providing a response to the Contractor.
7. Consultant will review, comment, and assist in executing up to three (3) CO's, including preparing corresponding CO documentation. Budget is based on eight (8) hours per Change Order inclusive of research, review of change proposal, and preparation of CO documentation. This task assumes that no significant claims involving dispute resolutions beyond on-site meetings will be required. This task does not include time for extended claims resolution involving mediation, judicial, or other negotiations beyond that between the Contractor, the City, and the Consultant.
8. Consultant will provide four (4) site visits during construction to review the work in progress or to attend on-site meetings.
9. No community involvement activities will be required during construction.
10. Conformed construction documents will consist of reissued addenda drawings and specifications and redlined mark ups of the electronic (PDF) drawings and specifications of changes made by Addendum during the bidding process.
11. This scope of work assumes that the City will be responsible for the warranty period inspection, including coordinating the completion of and observing any necessary corrective actions.

EXHIBIT A

12. This scope of services does not include monitoring of Minor Change / Force Account work authorized by the City that requires additional observation or special testing beyond that which is stated above.
13. Contractor will be responsible for maintaining accurate as-built information throughout construction and will provide information to the City and Consultant in a timely manner in accordance with the Contract Documents.
14. Consultant will submit Record Drawings to the City within 60 calendar days following receipt of the Contractor's as-built markups. Consultant assumes that Contractor will provide up-to-date accurate as-builts, and will return as-builts to Contractor if found to be deficient.
15. Budget is based on the need to make Record Drawing revisions in AutoCAD to a total of 8 drawings, which generally excludes general and typical detail sheets, and temporary construction sheets such as temporary bypass drawings.
16. Consultant shall submit draft and final Record Drawings to the City in PDF format. The final Record Drawings will also be provided in AutoCAD format.

Meetings

1. Pre-construction conference.
2. Construction observations as described above.

City Deliverables

1. Distribution of required submittal, RFI, and CO reviews.

Deliverables

1. Reviewed shop drawings/submittals.
2. Responses to Contractor RFIs.
3. Comment on execution of Change Orders (as needed).
4. Conformed Contract Documents.
5. Draft and Final Construction Record Drawings.

PROJECT SCHEDULE

The preliminary project milestones are listed below; a detailed schedule will be developed after notice to proceed and before the kickoff meeting. The project budget is based on and assumes that the efforts associated with this Scope of Services will be completed within 9 months from notice to proceed.

Preliminary Project Milestones:

Anticipated Construction NTP	August 2024
Substantial Completion	November 2024

City of Everett - 20th Street Sewer Rehabilitation Project - ESDC Services										Date:	19-Jun-24
PROJECT HOURS AND BUDGET ESTIMATE										EXHIBIT B	
Labor Category		Billing Salary Rates	Task 100	Task 600 - Engineering Services During Construction						Total Hours	Cost
				Subtask 610	Subtask 620	Subtask 630	Subtask 640	Subtask 650	Subtask 660		
			Project Management	Preconstruction & Periodic Construction Meetings	Submittal Reviews / Revisions	RFI Reviews / Responses	Change Order Reviews / Responses	Site Visits During Construction	Record Drawings		
1	Project Manager / Quality Control	\$ 95.00	10	8	12	10	4	16	4	64	\$ 6,080
2	Quality Control	\$ 99.00			4	4			4	12	\$ 1,188
3	Project Engineer	\$ 65.00	6	20	48	16	16	16	12	134	\$ 8,710
4	Staff Engineer	\$ 45.00						4		4	\$ 180
5	Bypass Designer	\$ 65.00								-	\$ -
6	Hyudraulic Modeling	\$ 60.00								-	\$ -
7	CAD/GIS Technician	\$ 55.00		24					40	64	\$ 3,520
8	Clerical	\$ 35.00	2		30	10	4			46	\$ 1,610
Total Task Hours			18	52	94	40	24	36	60	324	
Subtotal Direct Salary Cost (DSC), \$			1,410	3,380	5,706	2,736	1,560	2,740	3,756		\$ 21,288
Overhead on DSC (Indirect cost) @ 180.00%			2,538	6,084	10,271	4,925	2,808	4,932	6,761		\$ 38,319
Total Labor Cost, \$			3,948	9,464	15,977	7,661	4,368	7,672	10,517		\$ 59,607
Expenses, \$											Expenses
	Travel expenses							400			\$ 400
	Per Labor Hr. Tech. Charge	\$ 14.00	252	728	1,316	560	336	504	840		\$ 4,536
Total Expenses			252	728	1,316	560	336	904	840		\$ 4,936
TOTAL LABOR AND EXP			4,200	10,192	17,293	8,221	4,704	8,576	11,357		\$ 64,543
Subconsultant Expenses, \$											Sub Expenses
											\$0
											\$0
											\$0
											\$0
Total Subconsultant Expenses								0	0		\$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0	0		\$0
Subconsultant Admin Mark-up 5.0%			0	0	0	0	0	0	0		\$0
Subtotal Cost by Task			4,200	10,192	17,293	8,221	4,704	8,576	11,357		\$ 64,543
FEE (% of Total DSC & Overhead) 15.0%			592	1,420	2,397	1,149	655	1,151	1,578		\$ 8,942
Federally Funded FEE (% of DSC Only)			0	0	0	0	0	0	0		\$ -
Next Year's Labor Escalation* 0.0%			0	0	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST \$ 2.8			4,792	11,612	19,690	9,370	5,359	9,727	12,935		\$ 73,485

* Next year's labor escalation was calculated assuming 0.0% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.22
Profit as a % of Direct Salary Cost (DSC)	42.0%

Project title: Authorize a Call for Bids for 2025 Biosolids Removal

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 09/11/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-6946

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Call for bids for 2025 Biosolids Dredging & Dewatering

Project: 2025 Biosolids Removal

Partner/Supplier: TBD

Location: Everett Water Pollution Control Facility

Preceding action:

Fund: Fund 401 – Water & Sewer Utilities

Fiscal summary statement:

The biosolids project will be paid from Fund 401.

The programmed available funding is \$1,200,000

Project summary statement:

Biosolids are dredged on an annual basis at the Water Pollution Control Facility from either the Oxidation Pond, Recirculation Channel, or Aeration Cell #2. In 2025, solids from the Oxidation Pond will be dredged, dewatered, then land applied for beneficial use. This solicitation will result in a contract award for the dredging and dewatering of 2,000 dry tons of biosolids.

Recommendation (exact action requested of Council):

Authorize a call for bids for 2025 Biosolids Removal.

Project title: An Ordinance Closing a Special Improvement Project Entitled “Larimer Barn Demolition”, Fund 354, Program 097, as Established by Ordinance No. 4005-24

Council Bill #

CB 2408-20

Agenda dates requested:

Briefing

1st Reading 8/28/24

Proposed action 9/4/24

Consent

Action 9/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Larimer Barn Demolition**Partner/Supplier:** FORMA Construction**Location:** Property lot 4-026, Parcel ID: 28050500402600, Everett, WA**Preceding action:** Funding Ordinance [4005-24](#)**Fund:** Fund 354, Program 097**Fiscal summary statement:**

The source of funds for the Larimer Barn Demolition was Capital Improvement Program 3 (CIP-3) in the amount of \$45,000. The project was completed at a total cost of \$35,189. All expenses for the project have been paid. The remaining balance of \$9,811 will be transferred to CIP-3.

Project summary statement:

The scope of work provided the demolition of the Larimer barn structure, debris removal, and site restoration. The site restoration included grading and grass hydro seed to match typical surrounding grasslands.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Larimer Barn Demolition”, Fund 354, Program 097, as established by Ordinance No. 4005-24.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled Larimer Barn Demolition, Fund 354, Program 097, as established by Ordinance No. 4005-24.

WHEREAS,

- A.** The Larimer Barn Demolition, Fund 354, Program 097, was established to provide for the construction cost for demolition, debris removal, and site restoration to include any needed grading and grass hydro seed, to match typical surrounding grasslands.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled Larimer Barn Demolition, Fund 354, Program 097, be closed.

Section 2. That the final revenues and expenses for Larimer Barn Demolition, Fund 354, Program 097, are as follows:

REVENUES		
	CIP 3	<u>\$45,000</u>
	Total	\$45,000
EXPENSES		
	Construction	\$35,189
	Transfer Out – to CIP 3	<u>\$ 9,811</u>
	Total	\$45,000

Section 3. That the remaining balance of \$9,811 be transferred back to CIP 3.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as Established by Ordinance No. 3968-23.

Council Bill #

CB 2408-21

Agenda dates requested:

Briefing

1st Reading 8/28/242nd Reading 9/4/24

Consent

Action 9/11/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Phil Johnson Ballfields Playground Renovation**Partner/Supplier:** City of Everett, Public Works Department**Location:** 400 W Sievers-Duecy Blvd., Everett, WA**Preceding action:** Funding Ordinance [3968-23](#)**Fund:** Fund 354, Program 089**Fiscal summary statement:**

The source of funds for the Phil Johnson Ballfields Playground Renovation was Capital Improvement Program 3 (CIP-3) in the amount of \$360,000. The project was completed at a total cost of \$350,916. All expenses for the project have been paid.

Project summary statement:

This project provided for the total replacement of play equipment and surfacing material at Phil Johnson Ballfields. The new play equipment meets current industry standards and provides options for inclusive play. Accessible, fall-attenuating turf surfacing was installed.

All work has been completed to the satisfaction of the Parks & Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as established by Ordinance No. 3968-23.

ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, as established by Ordinance No. 3968-23.

WHEREAS,

- A.** The Parks special improvement project “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, be closed.

Section 2. That the final revenues and expenses for the “Phil Johnson Ballfields Playground Renovation”, Fund 354, Program 089, are as follows:

REVENUES

Fund 354 – CIP 3	\$335,000
Don Schwab ARPA	<u>\$ 25,000</u>
Total	\$360,000

EXPENSES

Construction	\$350,916
Transfer Out – to CIP 3	<u>\$ 9,084</u>
Total	\$360,000

Section 3. That the remaining balance of \$9,084 be transferred to CIP 3.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: Approve an ordinance setting the time schedule for the City Council's regularly scheduled meetings

Council Bill # *interoffice use*

CB 2408-22

Agenda dates requested:

Briefing
1st Reading 08/28/24
2nd Reading 09/04/24
Consent
Action 09/11/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Council

Contact person:

Don Schwab

Phone number:

425-257-8783

Email:

dschwab@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Setting the time schedule for Council meetings

Partner/Supplier: NA

Location: NA

Preceding action: [Ordinance 3935-23](#) approved 3/1/23 which repealed [Resolution 6227](#)

Fund: NA

Fiscal summary statement:

This adjustment will have some impact on staff hours, moving one to two meetings to a time during the regular workday, rather than requiring after hours staffing.

Project summary statement:

This ordinance would move the 4th and when occurring, the 5th Wednesday meetings back to 12:30pm. An historic review of Council meeting times shows that:

- March 2023-present: All meetings at 6:30pm
- January 13, 2010-March 2023: According to ordinance in effect at the time, all meetings at 8:30am, except for the 3rd Wednesday at 6:30pm. In practice at some point this was shifted to all meetings at 6:30pm and the 3rd Wednesday at 12:30pm.
- January 21, 2009-January 13, 2010: All meetings at 6:30pm ([Resolution 6101](#))
- Prior to that: all meetings at 8:30am, except for the 3rd Wednesday at 6:30pm.

Recommendation (exact action requested of Council):

Approve Ordinance setting the meeting time schedule for City Council's regularly scheduled meetings and repealing Ordinance No. 3935-23.



ORDINANCE NO. _____

**An ORDINANCE setting the meeting time schedule for City Council’s regularly scheduled meetings,
Repealing Ordinance No. 3935-23.**

WHEREAS, Article III of the City of Everett Charter requires the establishment of Council’s regular weekly meeting schedule by ordinance or resolution with at least one such meeting each month being held in the evening after 6:30 p.m. EMC 2.08.010 (A) provides the weekly meetings shall be on Wednesdays between the hours of eight a.m. and eleven fifty-nine p.m.;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The City Council’s regularly scheduled Wednesday weekly meeting will commence at 6:31 p.m. except for the fourth and when occurring, the fifth Wednesday of the month at which time it will commence at 12:30 p.m.

Section 2. Notwithstanding Section 1, the Council retains its right, according to the State’s Open Public Meetings Act (Chapter 42.30 RCW) and EMC 2.08.020 to hold special meetings in lieu of or in addition to the meetings described in Section 1.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/ clerical errors, references, ordinance numbering, section/ subsection numbers, alphabetizing lists, and any internal references.

Section 4. Ordinance No. 3935-23 is hereby repealed.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: City Council Procedures Resolution Amendment to create procedure for requesting excused absences and to add an additional regular scheduled hybrid meeting per month.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 08/28/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Council

Contact person:

Don Schwab

Phone number:

425-257-8783

Email:

dschwab@everettwa.gov

Project: Amendment of City Council Procedures Resolution

Partner/Supplier: NA

Location: NA

Preceding action: [Resolution 7891](#) Amended 5/10/23

Fund: NA

Fiscal summary statement: NA

Project summary statement:

This amendment to Resolution No. 7891 will add a procedure for Councilmembers who are requesting an excused absence from a Council meeting.

For an absence to be excused, the Councilmember is required to make that request via email to the Council President prior to the meeting and state the reason for the member's inability to attend the meeting. If the member is unable to contact the President, the member shall contact the Executive Assistant or Vice President who will notify appropriate parties before the start of the meeting.

An additional amendment will have the fourth and when occurring, the fifth, Wednesday of each month be hybrid.

Recommendation (exact action requested of Council):

Adopt amended Council Procedures Resolution with an effective date of October 30, 2024.

Initialed by:

Department head

Administration

DS

Council President



RESOLUTION NO. _____

WHEREAS, Section 3.3 of the City Charter provides that "the Council shall determine its own rules and order of business, and may establish rules for the conduct of Council meetings and the maintenance of order"; and

WHEREAS, by the adoption of this Resolution, the City Council intends to establish some basic rules for the conduct of Council, its meetings and maintenance of order;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EVERETT DOES HEREBY RESOLVE:

SECTION 1: MISSION:

As a matter of open government and transparency, The Everett City Council strives to engage the public in a civil and democratic process. As the policy-setting and oversight body for the City, the design of the City's democracy as outlined in the Charter is that the legislative branch sets the policy, and the administrative branch carries it out. As stated in Article III, Council and Legislation, Section 3.1 of the Charter "The Council shall have the powers and authority of the legislative body of this City and shall not perform administrative functions of the City."

SECTION 2: PURPOSE:

It is the purpose of the City Council of the City of Everett in adopting these rules to provide a method for the conduct of its affairs and to complement the provisions of the City Charter and Council's standing rules. It is not intended that these rules confer upon any person any right to a particular procedure or affect the validity or legality of any Council action. The Council may implicitly or by a majority vote, determine to temporarily waive any of the provisions herein. Any action taken in disregard or non-conformity with these rules shall be construed as an implicit waiver thereof.

SECTION 3: MEETINGS - AGENDA

The place, date and time of the Council meetings shall be in accordance with Section 3.2 of the Charter, Ordinance No. 3170-10 of the City and State law. Pursuant to RCW 35A.12.110 Special meetings may be called by the Mayor, or any three members of the council by written notice delivered to each member of the council at least twenty-four hours before the time specified for the proposed meeting. All council meetings shall be open to the public except as permitted by chapter **42.30** RCW. No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed at any meeting not open to the public, nor at any public meeting the date of which is not fixed by ordinance, resolution, or rule, unless public notice of such

meeting has been given by such notice to each local newspaper of general circulation and to each local radio or television station.

1. Full Council remote participation meeting. The Council as a whole, by majority vote, may designate ~~one~~ up to two ~~up to two~~ meetings ~~ss~~ each month to be held remotely and such meeting shall be published and open to the public to allow participation virtually by audio or video system. Accommodations must be made to ensure that there is a speaker phone, audio or video system is set up at a designated meeting place, accessible by the public, and that it allows members of the public present at the designated meeting location(s) to hear all discussions, provide testimony if testimony is required by state law or council rule, and generally observe the steps employed by the Council in taking its official action. Additionally, the Council may approve a special meeting of the City Council via remote communication, provided that the remote meeting complies with the accommodations specified above, as well as meeting requirements established in the City Charter and any other legal requirements that pertain to public meetings.

1-a. Fourth and fifth Wednesday of each month. Effective October 30, 2024, the fourth and when occurring, the fifth, Wednesday of each month will have a start time of 12:30pm and will be held as a hybrid meeting. The Council Chambers will be open and will have staff to accommodate members of the public to participate in public comment and to hear all discussions.

2. Virtual Participation. The Council President or Presiding Officer may approve a Council member's appearance at a Regular City Council meeting (council committees require in person attendance) via remote communication under the following conditions:

a. The remote Council member attendee must have use of satisfactory equipment, preferably city provided devices. Satisfactory equipment shall mean any device equipped with a speaker function capable of broadcasting the Council member's voice clearly and sufficiently enough to be heard by those in attendance in person at the public meeting and a video function capable of displaying an image of the remote council member attendee. Council members participating remotely are expected to remain on video throughout the meeting. The device must allow a Council member to easily participate as needed.

b. At the start of any meeting that a Council member is attending via remote communication, the Council President/Presiding Officer shall state for the record that a particular Council member is attending via remote communication.

c. The Presiding Officer of the meeting must be physically present at the location specified in the notice of the meeting and may not be in attendance via remote communication.

d. Attendance from remote locations is intended to be an alternative and infrequently used method for participation, which shall be limited to each Council member participating remotely at a regular City Council meeting no more than one City Council meeting per quarter per calendar year.

e. Council President or Presiding Officer shall not approve a Council member's request for remote participation at any meeting in which there will not be a quorum of Council members physically present at the location specified in the notice of the meeting.

f. Council members requesting approval to participate in council meetings remotely are required to request via email sent to the Council President and Council Executive Assistant no later than the morning of the Council meeting. Requests will be accommodated on a first come first serve basis.

g. Council member's remote participation must comply with meeting requirements established in the City Charter and any other legal requirements that pertain to public meetings.

3. Virtual Executive Session Participation. A Council member who has attended a Council meeting remotely may also participate in an Executive Session remotely if they are in a secured location with no other people sharing the same room or able to hear discussions. The secure remote meeting link to participate will be separate from the Council meeting link and only available to the Council member participating remotely, and the City Clerk, who will ensure there is a computer ready. Following the conclusion of an Executive Session a Council member participating remotely would rejoin the main Council meeting, if an announcement or action is necessary.

4. Attendance, excused absences. [The Everett City Charter 2.6 Forfeiture of Office](#) provides that a council member shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the council without being excused by the Council. Members of the council may be excused by complying with this section. If the member has a planned absence, the member is required to request being excused via email to the Council President prior to the meeting and state the reason for the member's inability to attend the meeting. If the member is unable to contact the President, the member shall contact the Council Executive Assistant or the Council Vice President who will notify appropriate parties.

~~3. and/or Presiding Officer for the meeting~~

4.5. The structure of the Council agenda will be determined by the Council President/presiding officer. The President or presiding officer's agenda structure may be overridden by a majority of Council members present at any meeting. The agenda may contain some or all of the following contents:

A. Call to Order

- B. Roll Call
- C. Pledge of Allegiance
- D. Land Acknowledgement
- E. Approval of Minutes
- F. Mayor's Comments
- G. Public Comments
- H. Council's Comments
- I. Council Chair Subcommittee Reports
- J. Administration Update
- K. City Attorney
- L. Consent Items: Consisting of one or more of the following items: Approval of vouchers, Adoption of resolutions fixing dates for public hearings, Street closures, Acceptance of gifts and donations, approving and accepting grants, final acceptance of grants, deeds, easements, passage of ordinances which the Council has given directions to place on the agenda, approving final plats, and other such actions. Any Council Member may have a matter removed from the Consent Agenda for separate consideration upon notice to the Council President or Presiding Officer, either before or during the meeting.
- M. Proposed Action Agenda: Items appearing on Council's upcoming agenda requiring Council action but not requiring staff presentation.
- N. Action Items: Items where there may be discussion as well as reports by staff.
- O. Council Briefing Agenda: Prospective Council agenda items or informational items. Matters of importance that should be publicly discussed at a Council meeting held prior to the meeting where action is to be taken.
- P. Executive Session
- Q. Adjourn

SECTION 4: REMARKS AND DEBATES

In presiding over the Council Meeting, the Council President/ presiding officer may move to end debate on any issue and call for a vote, provided that each member has had at least one opportunity to speak to the issue. If that motion is seconded, no discussion will be allowed until the President's / presiding officer's motion is voted upon.

SECTION 5: CODE OF CONDUCT

The Everett City Council is committed to maintaining a professional and respectful environment for all members of the City of Everett. Nothing in this Code of Conduct shall serve as the sole justification for restricting a councilmember's right to attend and participate in council meetings. As stewards of the public trust, each Councilmember is expected to:

- Conduct themselves with self-awareness, self-respect, and professionalism;
- Treat all others with respect, dignity, and civility, regardless of status or position; and

- Refrain from engaging in hostile, intimidating, offensive, or unlawful activities or behaviors that may amount to discrimination, harassment, sexual harassment, or bullying.

This Code of Conduct applies equally and at all times to all members of the Everett City Council, both on and off the property of the Everett Municipal Building and Council Chambers.

SECTION 6: PUBLIC COMMENT

To facilitate the orderly presentation of public comments:

1. For in person meetings, those wishing to speak must complete a speaker sheet and present it to the Council Support Staff.
2. If a speaker is providing public comment remotely, they must complete a speaker sheet on-line no later than 30 minutes before the start of the meeting when using a virtual platform such as zoom to comment.
3. Public comment on agenda items can be provided either during the designated public comment time or the speaker may elect to wait to present their comments until the agenda item is read. Speakers shall indicate, on the speaker form, if they wish to speak under public comment or at the time the item is called.
4. Public comment can be taken at any time during the meeting as determined by the Council President or presiding officer.
5. Written comments submitted prior to Council action shall be considered in the same manner as oral comments.
6. All remarks will be addressed to the Council as a whole.
7. Public Comment must be relevant to City Council business, City services, programs, projects, or activities.
 - i. Speakers may not engage in abusive or harassing behavior including, but not limited to, derogatory remarks, profanity, or personal attacks, or use of obscene language or gestures, assault or threatening behavior, sexual misconduct or sexual harassment.
8. The Council President/presiding officer or designated City Attorney may rule any public speaker or attendee out of order if comments are inappropriate, are not relevant to City Council business or not directed at Council as a whole. Out of Order conduct may include, but is not limited to:
 - i. Outbursts or disruptions by any attendees' who have not been recognized by the Council President / presiding officer. Meeting disruptions by non-speakers is prohibited.
 - ii. Behavior that intentionally disrupts, disturbs, or otherwise impedes attendance or participation at the meeting or the view of other attendees.
 - iii. Failure to follow the direction of the Council President / presiding officer or Security Personnel.
9. If an individual is in violation of the public comment rules as referenced in the Council Procedures Resolution at three or more consecutive city council meetings, of which they are present, the Council President / presiding officer may exclude the individual from participation in public comment at future meetings. The Council President determines the length of the exclusion based on the seriousness of the disruption or

the number of disruptions, not to exceed 180 days. This decision to exclude an individual from public comment may be overruled by a majority vote of the city council at a city council meeting.

10. **No Use of Public Comment for Campaigns. Per RCW 42.17A.555,** No person may use public comment for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. "Campaign" shall include, but not be limited to, the direct promotion or opposition of a candidate or ballot measure or the display of any campaign material or such other prohibition promulgated by the Public Disclosure Commission. Any violation of this provision after receiving a warning from the presiding officer shall constitute grounds for immediate suspension of such person's right to speak at that Council meeting.
11. **No Use of Public Comment for Advertising.** No person addressing the Council may use Public Comment for the purpose of advertising. Advertising is defined as "promoting by making known, proclaiming publicly, drawing attention to, or making conspicuous any item, product, service, or thing, for profit or otherwise." This does not prevent or preclude any person addressing the Council from expressing his or her views or opinions on matters over which the Council has jurisdiction.

SECTION 7: SIMULTANEOUS BROADCAST AND WEBCAST

All meetings of the City Council should be simultaneously broadcast when resources are available. All audio and visual records of meetings shall be retained in accordance with Local Government Common Records Retention Schedule GS50-05A-13 Rev. 2.

SECTION 8: MISCELLANEOUS

1. **Agenda.** A Council Staff member shall prepare the agenda for each council meeting in collaboration with city Administration and under the direction of the Council President/ presiding officer. The agenda and council packet materials shall be available to the public, at a minimum in accordance with RCW 42.30.077.
2. **Public Request for Presentations.** It is the policy of the Council to consider requests for presentations of certain events or causes when such presentations pertain to an Everett event, person, organization, or cause with local implications. The Council will consider requests that are timely, have potential relevance to a majority of Everett's population, and either forward positive messages or call upon the support of the community.
3. **Council Chambers.** The Council Chambers shall be reserved solely for the use of members of the City Council and Mayor for its regular and special meetings as well as committee meetings and other meetings approved by the Council President. The Chambers shall not be used for any outside group or organization, according to Resolution No 5870. Except as authorized by the Council President, no other person or persons shall have access thereto.

SECTION 9: ELECTIONS OF COUNCIL PRESIDENT/MAYOR PRO TEMPORE and COUNCIL VICE PRESIDENT

In accordance with Section 3.2 of the Charter, the Council shall be presided over by the President, selected annually by a majority vote of the Council. In the absence of the President at a meeting, the presiding officer for a meeting shall be a Council member designated by the President; or if no such Council member has been designated, the presiding officer shall be selected by a majority of the members present at such meeting.

Pursuant to Section 2.7 of the Charter, the President of the Council shall also be deemed the Mayor Pro Tempore for the same period of office. The annual election of the Council President / Mayor Pro Tempore will be noted on the Council agenda and will occur on the first regular meeting of the month of January. If for any reason, the Council President / Mayor Pro Tempore should be unable to complete their term, an election of a new Council President/ Mayor Pro Tempore shall occur at the first meeting following the vacancy.

Council will elect a Vice President annually, at the same meeting as the election of Council President / Mayor Pro Tempore, unless otherwise determined by majority vote of the entire Council. The duties of Council Vice President shall be described as assisting the Council President / Mayor Pro Tempore in the development of the weekly agenda. In the absence of the Council President / Mayor Pro Tempore, the Vice President shall chair the weekly council meeting. The Vice President will attend any community events where the Council President / Mayor Pro Tempore is unable to attend.

SECTION 10: PROCEDURE FOR COUNCIL INITIATED LEGISLATION

If or when a councilmember is ready to formally request staff assistance, and to promote the orderly development and consideration of proposed legislation and the efficient use of staff time, Council will initiate legislation as follows:

1. Requests for information and advice regarding potential legislation

At a City Council meeting, Councilmembers may request information from Administration or legal advice from the City Attorney regarding any draft or outline of the proposed legislation the councilmember has prepared for consideration at a Council meeting. If/When a councilmember requests the City Attorney's office keep the preliminary work confidential, the City Attorney shall do so to the extent it is consistent with their job duties and responsibilities. Once a councilmember is ready to move forward with an outline of draft legislation, the Councilmember will notify the President, who may assign the proposal to the appropriate Council committee for consideration.

2. Requests for assistance drafting potential legislation

Following council committee discussion, which may include a determination by the committee regarding whether work on the proposed legislation should continue, two or more councilmembers (from the committee or not) may request that staff or the City Attorney help prepare or review a draft ordinance or resolution. Once the legislation has been prepared and reviewed by the councilmembers initiating the request, the Council President or Presiding Officer will return it to the appropriate Council committee for

consideration. Only after it has been fully vetted by the Council committee and recommended by the committee to be considered by the full Council will the President or presiding officer place it on the Council agenda. The amount of administrative input and involvement will vary and in part is determined by the level of impact to the budget, city operations and community.

Provided, however, the obligations of this section shall be consistent with the Washington Court Rules for Rules of Professional Conduct, State law, the Charter and City Ordinances.

SECTION 11: MOTIONS – VOTING

In presiding over Council meetings, the Council President /presiding officer shall cause the business of the Council to be transacted in accordance with these rules and shall determine all question of procedure subject to the appeal of the majority, of the Council members present. Council's procedural practice shall not be based on Robert's Rules of Order. As it relates to motions, the following shall apply:

1. A motion that does not receive a second fails;
2. A motion receiving a tie vote fails;
3. All motions receiving a second, including a motion to table and to call for the question, are entitled to discussion before taking a vote;
4. Amendments are voted on first, then the main motion, as amended, if the amendment receives an affirmative vote;
5. Motion for reconsideration.
 - i. Except as specified in subsection (3), a motion to reconsider shall be in order only if it is brought forth at or before the next regularly scheduled City Council meeting by a councilmember who voted in favor of the action sought be reconsidered and the motion receives a second. To vote on a motion for reconsideration, the council member must have voted on the original item. To prevail, the motion for reconsideration must receive a majority of votes of those eligible to vote and present at the meeting.
 - ii. When a motion for reconsideration is passed, the underlying matter shall be put on the agenda for the next regularly scheduled meeting or at the first possible regularly scheduled meeting if a delay is necessary.
 - iii. A motion for reconsideration cannot be considered if any of the following events have already occurred:
 - a. The action approved by the Council has already been partially or fully carried out
 - b. A contract authorized by Council has already been executed by the City and is binding
 - c. An ordinance passed by the Council has already become valid (signed by the Mayor and attested by the City Clerk).
6. For a motion to prevail, it must receive an affirmative vote of a majority of those voting except:
 - i. In the case of a passage of an ordinance, grant or revocation of a franchise or license, and any resolution for the payment of money, it must receive the affirmative vote of at least a majority of the whole membership of the Council

- (4 vote minimum - Section 3.3 of the Charter);
- ii. In the case of an emergency ordinance made effective upon becoming valid, it must receive the affirmative vote of at least a majority plus one of the whole Council (5 vote minimum - Section 3.4 of the Charter);
 - iii. In the case of a budget amendment ordinance when there is a proposed decrease within any portion of the total appropriation provided for in any one fund or a re-appropriation of the same fund for another purpose, it must receive the affirmative vote of at least a majority plus one of the whole Council (5 vote minimum - RCW 35.33.121(5)).

SECTION 12: COUNCIL SUBCOMMITTEES

1. Purpose. In collaboration with City Administration, the City Council may establish formal or ad hoc subcommittees to provide members of the City Council an opportunity to review and discuss, in detail, issues and topics that are of interest to the City Administration and the City Council. All committees are Ad Hoc, with the exception of the Budget and Finance Council Committee. The Ad Hoc Committees serve to share information. Committees do not act on behalf of the Council.
2. Council Committees. In the absence of charter or RCW language defining a standing committee, the Mayor or their designee and the City Council President, after mutual agreement, may create standing ad hoc subcommittees. The Council President, in collaboration with the Mayor, will determine any Ad Hoc committees. The President/Mayor Pro Tempore shall make council member assignments to ad hoc committees. The Chair of the Council Committee will share a brief "update" at Council meeting, during Council Committee Reports.
3. Reporting. Periodic reports of the work of a Council Subcommittee may be submitted to Councilmembers in writing or, if a Councilmember who chairs a subcommittee wishes to make a presentation at a City Council meeting, that Council member will coordinate with the Council President / presiding officer to schedule such presentation at a future meeting. Requests for time on the Council Agenda should be made after discussion and concurrence with the Department Head, directed to the Council President / presiding officer at least two weeks in advance of a council meeting whenever possible. If a briefing is time sensitive, council members may request through the Council President /presiding officer time on the next council agenda, provided there is adequate time to provide public notice of the report on the published Council agenda.

SECTION 13: COUNCIL RETREATS

1. Council will discuss and schedule retreats when a request for a retreat is made by a council member or Administration. Council retreats will be scheduled at least 30 days in advance unless agreed to by the Council President and Mayor. Any council member can request a retreat.
2. All retreats shall be held within the city limits of Everett. The date for any retreat shall be selected by the Council President. The Council President shall seek to select

- a date so that all Councilmembers or as many as possible may attend, including any Councilmember-elects.
3. Purpose. A retreat is intended to provide an informal setting to encourage candid and creative discussions, and may include discussions with the Mayor, City Administration and/or Department Heads.
 4. Action to Be Taken at Retreat. The council shall not take final action on any ordinance or resolution at a retreat. The council may take action in the form of making subcommittee assignments, creating any ad hoc subcommittees, adopting goals for the upcoming year and other action related to how the council will conduct business during the upcoming year.
 5. Public Attendance. All Retreats are open public meetings subject to the Open Public Meetings Act and shall be noted according to the procedures for noting a special meeting. Members of the public may attend but no open public comment period will be provided.
 6. Minutes shall be taken.

SECTION 14: FILLING VACANCIES

Consistent with the Charter, Council will determine, by majority vote, the process to be followed in filling any vacancy. Council will endeavor to reach out to the community to seek interested and qualified persons for purposes of filling any vacancy.

SECTION 15: REVIEW

Council will review this Resolution as it deems appropriate.

SECTION 16: REPEAL

Resolution No. ~~752891~~ is hereby repealed.

PASSED AND APPROVED THIS ____ DAY OF _____, 202~~34~~

Council member Introducing Resolution

Council President

Project title: An Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4022-24

Council Bill # *interoffice use*

CB 2409-23

Agenda dates requested:

Briefing 9/11/2024

2nd Reading 9/18/2024

Consent

3rd Reading 9/25/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2024 Budget Amendment #2

Partner/Supplier: NA

Location: NA

Preceding action: Ordinance [4022-24](#)

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2024 Operating Budget, increasing General Government budgeted expenditures by \$2,755,479 and increasing Non-General Government budgeted expenditures by \$37,619,045, for a total of \$40,374,524.

Project summary statement:

This budget amendment revises the 2024 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4022-24.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4022-24.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4022-24 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2024 Budget with a total increased expenditure appropriation of \$40,374,524.

	<u>Beginning Fund balance and 2024 Revenues</u>		<u>Expenditures</u>		<u>Ending Fund Balance</u>
2024 Amended Budget	\$ 772,574,168	\$	471,728,768	\$	300,845,400
Budget Amendment #2	6,878,409		40,374,524		(33,496,115)
2024 Amended Budget	\$ 779,452,577	\$	512,103,292	\$	267,349,285

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2024
Budget Adjustments
Tally Sheet**

	Department		Rev	Exp	FB
GGA-12	Non-Departmental	Distribution of Vacancy Budget Offset	009A	5,294,000	
GGA-12	General Fund	Distribution of Vacancy Budget Offset	002A	227,000	
GGA-12	Human Resources	Distribution of Vacancy Budget Offset	007A	(245,000)	
GGA-12	CPED	Distribution of Vacancy Budget Offset	021A	(288,000)	
GGA-12	Engineering & Public Svcs	Distribution of Vacancy Budget Offset	024A	(178,000)	
GGA-12	Street	Distribution of Vacancy Budget Offset	120A	(89,000)	
GGA-12	Parks & Community Svcs	Distribution of Vacancy Budget Offset	101A	(138,000)	
GGA-12	Police	Distribution of Vacancy Budget Offset	031A	(4,259,000)	
GGA-12	Municipal Court	Distribution of Vacancy Budget Offset	005A	(97,000)	

This amendment locks in department labor under expenditures in the amount of \$5,294,000. Department labor budgets are reduced by this amount and allocated to the General Government Non-Departmental Fund to offset the 2024 budgeted labor under expenditure assumption. This follows our strategic, long-range financial practice to reduce the operating budget mid-year as a result of vacancy savings.

Increase personnel contingency - Non-Departmental	009	5000068110	5,294,000	
Increase property tax distribution - General Fund	002	3111002000		227,000
Reduce property tax distribution - Street	120	3111000000	89,000	
Reduce property tax distribution - Parks & Community Services	101	3111010010	138,000	
Reduce labor expenditures - Human Resources	007	5010000110/210		245,000
Reduce labor expenditures - CPED	021	5020800110/210		288,000
Reduce labor expenditures - Engineering & Public Services	024	Multiple		178,000
Reduce labor expenditures - Street	120	5840108750110/210		89,000
Reduce labor expenditures - Parks & Community Services	101	5101010000110/210		138,000
Reduce labor expenditures - Police	031	Multiple		4,259,000
Reduce labor expenditures - Municipal Court	005	5010000110/210		97,000

	Department		Code	Rev	Exp	FB
GGA-13	Non-Departmental	Increase Self-Insurance Contributions	009A		84,293	
GGA-13	General Fund	Increase Self-Insurance Contributions	002A	84,293		

This amendment proposes to increase general government funds' self-insurance contributions by \$84,293 to cover the cost of property insurance premiums and unemployment compensation. The increases are due primarily to the unpredictability of the insurance marketplace and increases to unemployment benefit costs. The non-general government funds' component of this amendment is in NGA-15.

Increase M&O expenditures (Insurance Premiums) - Non-Departmental	009	5000026960	53,040	
Increase M&O expenditures (Unemployment Compensation) - Non-Departmental	009	5000026960	31,253	
Increase property tax distribution - General Fund	002	3614130000		84,293

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-14	Non-Departmental	Increase Jail Fees	009A		1,600,000	(1,338,958)
GGA-14	General Fund	Increase Jail Fees	002A	261,042		

This amendment proposes to increase the jail fees expenditure budget by \$1.6 million. The original budget is \$4,365,622. An increase in rates, criminal cases, and changes to state law that allow additional Police enforcement, are driving costs upward. The number of inmates through July are up 25.7% over the same time period in 2023, and housing days are up 52.0%.

Increase M&O expenditures - Non-Departmental	009	5001007410	1,600,000	
Increase property tax distribution - General Fund	002	3111002000		226,891
Increase sales tax distribution - General Fund	002	3131001000		34,151
Reduce ending fund balance - Non-Departmental	009	5980000490		1,338,958

	Department		Code	Rev	Exp	FB
GGA-15	General Fund	Workforce Adjustments	002A	396,693		
GGA-15	CPED	Workforce Adjustments	021A		48,360	
GGA-15	Engineering & Public Svcs	Workforce Adjustments	024A		73,471	
GGA-15	Finance	Workforce Adjustments	010A		260,000	
GGA-15	Parks & Community Svcs	Workforce Adjustments	101A	33,513	33,513	
GGA-15	Non-Department	Workforce Adjustments	009A			14,862

This amendment proposes to increase labor expenditures to fund the following:

- Program Manager (funded by Opioid Settlement funds)
- Assistant Finance Director
- Financial Analyst - Clerk's Office (funded by revenue tax compliance collections)
- Finance Director retirement payout
- Project Coordinator (funded by Automated Traffic Safety Camera Program revenues)
- Traffic Technician (funded by Automated Traffic Safety Camera Program revenues)
- Community Outreach Coordinator (funded by Inflation Reduction Act Urban & Community Forestry Program grant revenues)

Increase transfers in (Opioid Settlement funds) - General Fund	002	3970000155		48,360
Increase transfers in (Automated Traffic Safety Camera Program revenues) - General Fund	002	3970000156		73,471
Increase business & occupation tax revenues - General Fund	002	3161000000		260,000
Increase property tax distribution - General Fund	002	3111002000		14,862
Increase grant revenues - Parks & Community Services	101	3331072701		48,375
Reduce property tax distribution - Parks & Community Services	101	3111010010	14,862	
Increase labor expenditures - CPED	021	5020000110/210	48,360	
Increase labor expenditures - Engineering and Public Services	024	Multiple	73,471	
Increase labor expenditures - Finance	010	Multiple	260,000	
Increase labor expenditures - Parks & Community Services	101	5101060000110/210	33,513	
Increase ending fund balance - Non-Departmental	009	5980000490	14,862	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-16	Emergency Management	Emergency Management Operations	030A		82,579	
GGA-16	General Fund	Emergency Management Operations	002A	17,579		
GGA-16	Non-Departmental	Emergency Management Operations	009A			(65,000)

In May 2023, City Council approved a professional services contract with Bridgeview Consulting, LLC for the Hazard Mitigation Plan Update. The total contract is for \$65,000, anticipated to be fully spent in 2024.

In July 2024, Emergency Management received an Emergency Management Performance Grant (EMPG) award from the Washington State Military Department in the amount of \$17,579. The grant will fund the purchase of a digital fire suppression system for Community Emergency Response Team (CERT) training.

Increase M&O expenditures - Emergency Management	030	5100000410	65,000	
Increase M&O expenditures - Emergency Management	030	5100000350	17,579	
Reduce ending fund balance - Non-Departmental	009	5984900000		65,000
Increase grant revenues - General Fund	002	3339704310		17,579

	Department		Code	Rev	Exp	FB
GGA-17	Engineering & Public Svcs.	Traffic Signals Insurance Recoveries	024A		124,677	
GGA-17	General Fund	Traffic Signals Insurance Recoveries	002A	124,677		

Engineering and Public Services budgeted \$5,000 in 2024 for reimbursements due to claims arising from vehicle collisions involving city-owned property, such as streetlights and traffic signals. There were several incidents that caused damage to the City's infrastructure and there are opportunities to recover these damages through insurance claims. This amendment proposes to increase the Engineering and Public Services expenditure budget for traffic signal supplies in the amount of \$124,677, which will be offset by insurance claim revenue.

Increase M&O expenditures - Engineering & Public Services	024	5115021432310	124,677	
Increase miscellaneous revenues - General Fund	002	3989500024		124,677

	Department		Code	Rev	Exp	FB
GGA-18	Engineering & Public Svcs.	SS4A and HSIP Grants	024A		292,109	
GGA-18	General Fund	SS4A and HSIP Grants	002A	292,109		

The Public Works department was awarded two grants totaling \$927,363:
 --\$788,363 from Puget Sound Regional Council for the City of Everett Safe Streets and Roads for All (SS4A) Safety Action Plan
 --\$139,000 from Washington State Department of Transportation's Highway Safety Improvement Program for the Citywide Systemic Pedestrian and Bicyclist Data Collection

Projects will begin Q4 2024 and be complete by Q4 2025. The Safe Community Committee received a briefing on these projects on August 28, 2024.

Increase grant revenues - General Fund	002	3332012724		139,000
Increase grant revenues - General Fund	002	3370001024		153,109
Increase M&O expenditures - Engineering & Public Services	024	5811050321410	292,109	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-19	Police	Body Worn Camera Grant	031A		27,513	
GGA-19	General Fund	Body Worn Camera Grant	002A	27,513		

In 2024, the Everett Police department was awarded \$27,513 from the Washington Association of Sheriffs and Police Chiefs Association's (WASPC) Body Worn Camera Grant Program. Grant funds will be used to purchase sidearm devices for weapon holsters that allow for the automatic start of the officers' body worn cameras when their weapon is drawn. The grant award period is July 1, 2024 through June 30, 2025.

Increase grant revenues - General Fund	002	3378440001		27,513
Increase M&O expenditures - Police	031	5320000310	27,513	

	Department		Code	Rev	Exp	FB
GGA-20	Police	Boating Safety Grant	031A		5,000	
GGA-20	General Fund	Boating Safety Grant	002A	5,000		

The Everett Police department received an additional \$5,000 from Washington State Parks and Recreation Commission's Recreational Boating Safety Federal Financial Assistant program. The grant will fund overtime costs associated with providing Basic Marine Law Enforcement trainings in 2024. The grant award period is March 1, 2024 through September 30, 2024.

Increase grant revenues - General Fund	002	3336702400		5,000
Increase labor expenditures - Police	031	5210000120	5,000	

	Department		Code	Rev	Exp	FB
GGA-21	Police	Officer Wellness Grant	031A		55,000	
GGA-21	General Fund	Officer Wellness Grant	002A	55,000		

The Everett Police department received a \$55,000 grant from the Washington State Criminal Justice Training Commission for the purchase of equipment to enhance both the North and South Police Precincts' fitness areas in support of additional health and wellness options for staff. City Council approved the grant on August 21, 2024. The grant award period is June 1, 2024 through June 30, 2025.

Increase grant revenues - General Fund	002	3340110003		55,000
Increase M&O expenditures - Police	031	5320000350	55,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-22	Police	Evidence-Based Policing Conference	031A		4,424	
GGA-22	General Fund	Evidence-Based Policing Conference	002A	4,424		

The Everett Police department sent employees to the American Society of Evidence-Based Policing Conference held in Spokane, WA from May 29-31, 2024. The conference was attended as part of the City's ongoing commitment to reduce violent crime in the community. The conference provided best practices from nationally renowned presenters who have first hand knowledge of crime reduction strategies. There was a focus on the use of emerging technology to assist law enforcement in addressing violent crime by leveraging technology. The conference is funded by Council COVID allocations.

Increase transfers in (Council COVID Allocations) - General Fund	002	3970000155		4,424
Increase M&O expenditures - Police	031	Multiple	4,424	

	Department		Code	Rev	Exp	FB
GGA-23	Non-Departmental	Indigent Defense Grant	009A			244,300
GGA-23	General Fund	Indigent Defense Grant	002A	244,300		

The City was awarded \$488,600 from the Washington State Office of Public Defense. The grant will be used to offset budgeted indigent defense expenditures. The grant period is July 1, 2024 through June 30, 2025. Half of the grant will be expended in 2024, and the other half in 2025.

Increase grant revenues - General Fund	002	3341120003		244,300
Increase ending fund balance - Non-Departmental	009	5980000490	244,300	

	Department		Code	Rev	Exp	FB
GGA-24	Municipal Arts	Municipal Arts Grants	112A	64,540	64,540	

Municipal Arts received \$64,540 in additional revenues from lodging tax grants, sponsorship solicitations, and a grant from the Local Initiatives Support Corporation (LISC). Funds will be used to support ongoing events and cultural art programs to ensure they are completed and delivered by the end of 2024.

Increase grant revenues (Sorticulture) - Municipal Arts	112	3377103303		18,750
Increase grant revenues (Wintertide) - Municipal Arts	112	3377103303		12,500
Increase transfers in (Lodging Tax Fund 138) - Municipal Arts	112	3971000306		10,000
Increase donations (4th of July) - Municipal Arts	112	3671103306		3,290
Increase grant revenues (LISC) - Municipal Arts	112	3370160101		20,000
Increase M&O expenditures (Sorticulture) - Municipal Arts	112	5103303494	18,750	
Increase M&O expenditures (4th of July) - Municipal Arts	112	5103303494	13,290	
Increase M&O expenditures (Visual Art Projects) - Municipal Arts	112	5102201410	20,000	
Increase M&O expenditures (Wintertide) - Municipal Arts	112	5103403494	12,500	

**2024
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-12	CIP-3	CIP-3 Parks Projects	154A	946,500	(946,500)

This amendment increases the CIP 3 expenditure budget for the following projects:

--\$ 31,500 Walter E. Hall Community Amenities as approved by Ordinance 3971-23
 --\$ 225,000 Walter E. Hall Access Trail as approved by Ordinance 4010-24
 --\$ 150,000 Senator Henry M. Jackson Park Lighting Improvement as approved by Ordinance 4018-24
 --\$ 40,000 T.A. Sullivan Dock Repair Work as approved by Ordinance 4019-24
 --\$ 150,000 T.A. Sullivan Disc Golf as approved by Ordinance 4020-24
 --\$ 350,000 Clark Park Off Leash Dog Area as approved by Ordinance 4032-24

Increase CIP 3 transfers out - Parks Projects	154	5354010550	946,500	
Decrease ending fund balance - CIP 3	154	5990000490		946,500

	Department	Code	Rev	Exp	FB
NGA-13	CIP-1	CIP-1 General Gov't Capital Projects	162A	28,651,397	(28,651,397)

This amendment increases the CIP 1 expenditure budget for the following projects:

--\$ 97,000 Police South Precinct HVAC Upgrades as approved by Ordinance 4024-24
 --\$ 28,194,397 EMB Tenant Project as approved by Ordinance 4008-24
 --\$ 360,000 Main Library HVAC Renovation as approved by Ordinance 4023-24

Decrease ending fund balance - CIP-1	162	5500999490		28,651,397
Increase M&O expenditures - CIP-1	162	5500000550	28,651,397	

	Department	Code	Rev	Exp	FB
NGA-14	CIP-4	CIP-4 General Gov't Capital Projects	162A	513,752	(513,752)

This amendment increases the CIP 4 expenditure budget for the following:

--\$513,752 for Later Phase Eclipse Mill Park & Riverfront Trail Improvements as approved by Ordinance 3986-23

Increase CIP 4 transfers out	162	5625260550	513,752	
Decrease ending fund balance - CIP-4	162	5620999490		513,752

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-15	Self-Insurance Fund	Increase Self-Insurance Contributions	503A	395,423	395,423	
NGA-15	EMS	Increase Self-Insurance Contributions	153A		3,958	(3,958)
NGA-15	CHIP	Increase Self-Insurance Contributions	197A		143	(143)
NGA-15	CDBG	Increase Self-Insurance Contributions	198A		57	(57)
NGA-15	Water & Sewer Utility	Increase Self-Insurance Contributions	401A		153,980	(153,980)
NGA-15	Solid Waste Utility	Increase Self-Insurance Contributions	402A		158	(158)
NGA-15	Everett Transit	Increase Self-Insurance Contributions	425A		145,624	(145,624)
NGA-15	Everpark Garage	Increase Self-Insurance Contributions	430A		1,696	(1,696)
NGA-15	Golf	Increase Self-Insurance Contributions	440A		4,643	(4,643)
NGA-15	Motor Vehicles	Increase Self-Insurance Contributions	501A		728	(728)
NGA-15	Telecommunications	Increase Self-Insurance Contributions	507A		143	(143)

This amendment proposes to increase non-general government funds' self-insurance contributions by \$311,130 to cover the cost of property insurance premiums and unemployment compensation. The increases are due primarily to the unpredictability of the insurance marketplace and increases to unemployment benefit costs. The general government funds' component of this amendment is in GGA-13.

Increase charges for services (Insurance Premiums) - Self-Insurance Fund	503	Multiple		353,423
Increase charges for services (Unemployment Compensation) - Self-Insurance Fund	503	Multiple		42,000
Increase M&O expenditures (Insurance Premiums) - Self- Insurance Fund	503	5980000502	353,423	
Increase M&O expenditures (Unemployment Compensation) - Self- Insurance Fund	503	5601030210	42,000	
Increase M&O expenditures (Unemployment Compensation) - Water & Sewer Utility	401	Multiple	3,675	
Reduce ending fund balance (Unemployment Compensation) - Water & Sewer Utility	401	Multiple		3,675
Increase M&O expenditures (Unemployment Compensation) - Everett Transit	425	Multiple	2,848	
Reduce ending fund balance (Unemployment Compensation) - Everett Transit	425	Multiple		2,848
Increase M&O expenditures (Unemployment Compensation) - Golf	440	Multiple	4,224	
Reduce ending fund balance (Unemployment Compensation) - Golf	440	Multiple		4,224
Increase M&O expenditures (Insurance Premiums) - EMS	153	Multiple	3,958	
Reduce ending fund balance (Insurance Premiums) - EMS	153	Multiple		3,958
Increase M&O expenditures (Insurance Premiums) - CHIP	197	Multiple	143	
Reduce ending fund balance (Insurance Premiums) - CHIP	197	Multiple		143
Increase M&O expenditures (Insurance Premiums) - CDBG	198	Multiple	57	
Reduce ending fund balance (Insurance Premiums) - CDBG	198	Multiple		57
Increase M&O expenditures (Insurance Premiums) - Water & Sewer Utility	401	Multiple	150,305	
Reduce ending fund balance (Insurance Premiums) - Water & Sewer Utility	401	Multiple		150,305
Increase M&O expenditures (Insurance Premiums) - Solid Waste Utility	402	Multiple	158	
Reduce ending fund balance (Insurance Premiums) - Solid Waste Utility	402	Multiple		158
Increase M&O expenditures (Insurance Premiums) - Everett Transit	425	Multiple	142,776	
Reduce ending fund balance (Insurance Premiums) - Everett Transit	425	Multiple		142,776
Increase M&O expenditures (Insurance Premiums) - Everpark Garage	430	Multiple	1,696	
Reduce ending fund balance (Insurance Premiums) - Everpark Garage	430	Multiple		1,696
Increase M&O expenditures (Insurance Premiums) - Golf	440	Multiple	419	
Reduce ending fund balance (Insurance Premiums)- Golf	440	Multiple		419
Increase M&O expenditures (Insurance Premiums) - Motor Vehicles	501	Multiple	728	
Reduce ending fund balance (Insurance Premiums) - Motor Vehicles	501	Multiple		728
Increase M&O expenditures (Insurance Premiums) - Telecommunications	507	Multiple	143	
Reduce ending fund balance (Insurance Premiums) - Telecommunications	507	Multiple		143

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-16	General Gov't Special Proj.	Workforce Adjustments	155A		48,360	(48,360)
NGA-16	Criminal Justice Fund	Workforce Adjustments	156A		73,471	(73,471)

This amendment proposes to increase transfers out to fund general government labor expenditures reflected in GGA-15. Positions include:

- Program Manager (supported by Opioid Settlement funds)
- Project Coordinator (supported by Automated Traffic Safety Camera Program revenues)
- Traffic Technician (supported by Automated Traffic Safety Camera Program revenues)

Increase transfers out - General Government Special Projects	155	5xxxxxxxxx	48,360	
Reduce ending fund balance - General Government Special Projects	155	5980390999		48,360
Increase transfers out - Criminal Justice Fund	156	5000410550	73,471	
Reduce ending fund balance - Criminal Justice Fund	156	5980410999		73,471

	Department		Code	Rev	Exp	FB
NGA-17	Golf	Golf Sprayer and Gator	440A		60,000	(60,000)

This amendment proposes to increase the Golf, an enterprise fund, expenditure budget by \$60,000 to replace a sprayer and gator for Legion Golf Course that have surpassed their useful lives. This equipment will be used to apply pesticides and fertilizers to the golf course as needed.

Increase M&O expenditures - Golf Fund	440	5233090000640	60,000	
Reduce ending fund balance - Golf Fund	440	5980000000025		60,000

	Department		Code	Rev	Exp	FB
NGA-18	Library Reserve	Library Revenues & Northwest Room Improvements	152A	625	6,625	(6,000)

This amendment proposes to increase the Library Reserve expenditures by \$6,000 for improvements to the Northwest Room and \$625 for book purchases that are supported by private contributions.

Increase M&O expenditures - Library Reserve	152	5720000350	6,000	
Reduce ending fund balance - Library Reserve	152	5980000999		6,000
Increase M&O expenditures - Library Reserve	152	5710000671	625	
Increase contributions and donations revenues - Library Reserve	152	3670000071		625

**2024
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-19	Criminal Justice	WA State Auto Theft Prevention Grant	156A	250,000	250,000
<p>The Everett Police department was awarded a \$250,000 grant from the Washington State Auto Theft Prevention Authority (WATPA) to acquire Automated License Plate Recognition (ALPR) cameras as a proactive measure to address the escalating motor vehicle theft crisis. The acquisition of ALPR cameras also fall in line with the department's strategic initiative to leverage innovative technologies to reduce violent crime and improve community safety. The grant period is June 1, 2024 through June 30, 2025. The entirety of the \$250,000 award will procure one full year of camera technology services for this project.</p>					
Increase grant revenues - Criminal Justice Fund		156	3370000075		250,000
Increase M&O expenditures - Criminal Justice Fund		156	5750000452	250,000	

	Department	Code	Rev	Exp	FB
NGA-20	General Gov't Special Proj.	COVID Relief Fund Allocations	155A	1,740,709	(1,740,709)
<p>This amendment proposes to appropriate \$1,740,709 in COVID Relief Funds for the following:</p> <p>--\$1,140,709 for 2024 Budget Replacement to support Clare's Place (\$200K), Human Needs Fund (\$556,800) VOA Senior Center (\$300K), Bezos Rent Support (\$69,120) and AHA dues (\$14,789) as approved in Ordinance No. 3983.23.</p> <p>--\$600,000 to establish a stand-alone city chamber of commerce as approved in Resolution No. 8061. This effort will support and attract business, providing essential services such as networking events, business education and tailored support and advocacy for small businesses.</p>					
Increase transfers out (General Government) - General Government Special Projects		155	5xxxxxxxxx	1,140,709	
Increase M&O expenditures - General Government Special Projects		155	5xxxxxxxxx	600,000	
Reduce ending fund balance - General Government Special Projects		155	5983250999		1,740,709

	Department	Code	Rev	Exp	FB
NGA-21	Dev/Const Permits	Construction Development Support	130A	848,360	
<p>This amendment proposes to increase transfers out from the Development and Construction Permit Fund 130 in the amount of \$848,360 to reimburse the General Fund for construction development support.</p>					
Increase permit revenues - Development and Construction Permit Fund		130	Multiple		848,360
Increase transfers out (General Fund) - Development and Construction Permit Fund		130	3493204401	848,360	

2024
Budget Adjustments
Tally Sheet

Department		Code	Rev	Exp	FB	
NGA-22	Health Benefits Reserve	Health Benefits Cash Reserves	508A	3,773,318	3,773,318	
<div>This amendment proposes to move cash reserves from the HMA Legacy PPO medical plan to the HMA CDHP plan. When the CDHP plan was first created, no reserves were allocated for the employees who migrated from the HMA Legacy PPO plan to give the new plan a chance to stabilize. The reserves were originally accumulated in the HMA Legacy PPO Plan for the employees who migrated to the new plan. The plan has now been in place for a sufficient time to make this reallocation.</div>						
Increase CDHP Transfer In		508	3970000200			3,773,318
Increase HMA Legacy Transfer Out		508	5170000550	3,773,318		

2024 BUDGET ADJUSTMENTS for Budget Amendment # 2

General Government Amendments

			Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
GGA-12 Non-Departmental	Distribution of Vacancy Budget Offset	\$ -	\$ 5,294,000	\$ (5,294,000)	
GGA-12 General Fund	Distribution of Vacancy Budget Offset	\$ 227,000	\$ -	\$ 227,000	
GGA-12 Human Resources	Distribution of Vacancy Budget Offset	\$ -	\$ (245,000)	\$ 245,000	
GGA-12 CPED	Distribution of Vacancy Budget Offset	\$ -	\$ (288,000)	\$ 288,000	
GGA-12 Engineering & Public Svcs	Distribution of Vacancy Budget Offset	\$ -	\$ (178,000)	\$ 178,000	
GGA-12 Street	Distribution of Vacancy Budget Offset	\$ (89,000)	\$ (89,000)	\$ -	
GGA-12 Parks & Community Svcs	Distribution of Vacancy Budget Offset	\$ (138,000)	\$ (138,000)	\$ -	
GGA-12 Police	Distribution of Vacancy Budget Offset	\$ -	\$ (4,259,000)	\$ 4,259,000	
GGA-12 Municipal Court	Distribution of Vacancy Budget Offset	\$ -	\$ (97,000)	\$ 97,000	
GGA-13 Non-Departmental	Increase Self-Insurance Contributions	\$ -	\$ 84,293	\$ (84,293)	
GGA-13 General Fund	Increase Self-Insurance Contributions	\$ 84,293	\$ -	\$ 84,293	
GGA-14 Non-Departmental	Increase Jail Fees	\$ -	\$ 1,600,000	\$ (1,600,000)	
GGA-14 General Fund	Increase Jail Fees	\$ 261,042	\$ -	\$ 261,042	
GGA-15 General Fund	Workforce Adjustments	\$ 396,693	\$ -	\$ 396,693	
GGA-15 CPED	Workforce Adjustments	\$ -	\$ 48,360	\$ (48,360)	
GGA-15 Engineering & Public Svcs	Workforce Adjustments	\$ -	\$ 73,471	\$ (73,471)	
GGA-15 Finance	Workforce Adjustments	\$ -	\$ 260,000	\$ (260,000)	
GGA-15 Parks & Community Svcs	Workforce Adjustments	\$ 33,513	\$ 33,513	\$ -	
GGA-15 Non-Department	Workforce Adjustments	\$ -	\$ -	\$ -	
GGA-16 Emergency Management	Emergency Management Operations	\$ -	\$ 82,579	\$ (82,579)	
GGA-16 General Fund	Emergency Management Operations	\$ 17,579	\$ -	\$ 17,579	
GGA-16 Non-Departmental	Emergency Management Operations	\$ -	\$ -	\$ -	
GGA-17 Engineering & Public Svcs.	Traffic Signals Insurance Recoveries	\$ -	\$ 124,677	\$ (124,677)	
GGA-17 General Fund	Traffic Signals Insurance Recoveries	\$ 124,677	\$ -	\$ 124,677	
GGA-18 Engineering & Public Svcs.	SS4A and HSIP Grants	\$ -	\$ 292,109	\$ (292,109)	
GGA-18 General Fund	SS4A and HSIP Grants	\$ 292,109	\$ -	\$ 292,109	
GGA-19 Police	Body Worn Camera Grant	\$ -	\$ 27,513	\$ (27,513)	
GGA-19 General Fund	Body Worn Camera Grant	\$ 27,513	\$ -	\$ 27,513	
GGA-20 Police	Boating Safety Grant	\$ -	\$ 5,000	\$ (5,000)	
GGA-20 General Fund	Boating Safety Grant	\$ 5,000	\$ -	\$ 5,000	
GGA-21 Police	Officer Wellness Grant	\$ -	\$ 55,000	\$ (55,000)	
GGA-21 General Fund	Officer Wellness Grant	\$ 55,000	\$ -	\$ 55,000	
GGA-22 Police	Evidence-Based Policing Conference	\$ -	\$ 4,424	\$ (4,424)	
GGA-22 General Fund	Evidence-Based Policing Conference	\$ 4,424	\$ -	\$ 4,424	
GGA-23 Non-Departmental	Indigent Defense Grant	\$ -	\$ -	\$ -	
GGA-23 General Fund	Indigent Defense Grant	\$ 244,300	\$ -	\$ 244,300	

GGA-24	Municipal Arts	Municipal Arts Grants	\$	64,540	\$	64,540	\$	-
Total General Government Amendments			\$	1,610,683	\$	2,755,479	\$	(1,144,796)
Non-General Government Amendments			Increase/(Decrease)					
<u>Fund</u>	<u>Description</u>		<u>Revenues</u>		<u>Expenditures</u>		<u>Ending Fund Balance</u>	
NGA-12	CIP-3	CIP-3 Parks Projects	\$	-	\$	946,500	\$	(946,500)
NGA-13	CIP-1	CIP-1 General Gov't Capital Projects	\$	-	\$	28,651,397	\$	(28,651,397)
NGA-14	CIP-4	CIP-4 General Gov't Capital Projects	\$	-	\$	513,752	\$	(513,752)
NGA-15	Self-Insurance Fund	Increase Self-Insurance Contributions	\$	395,423	\$	395,423	\$	-
NGA-15	EMS	Increase Self-Insurance Contributions	\$	-	\$	3,958	\$	(3,958)
NGA-15	CHIP	Increase Self-Insurance Contributions	\$	-	\$	143	\$	(143)
NGA-15	CDBG	Increase Self-Insurance Contributions	\$	-	\$	57	\$	(57)
NGA-15	Water & Sewer Utility	Increase Self-Insurance Contributions	\$	-	\$	153,980	\$	(153,980)
NGA-15	Solid Waste Utility	Increase Self-Insurance Contributions	\$	-	\$	158	\$	(158)
NGA-15	Everett Transit	Increase Self-Insurance Contributions	\$	-	\$	145,624	\$	(145,624)
NGA-15	Everpark Garage	Increase Self-Insurance Contributions	\$	-	\$	1,696	\$	(1,696)
NGA-15	Golf	Increase Self-Insurance Contributions	\$	-	\$	4,643	\$	(4,643)
NGA-15	Motor Vehicles	Increase Self-Insurance Contributions	\$	-	\$	728	\$	(728)
NGA-15	Telecommunications	Increase Self-Insurance Contributions	\$	-	\$	143	\$	(143)
NGA-16	General Gov't Special Proj.	Workforce Adjustments	\$	-	\$	48,360	\$	(48,360)
NGA-16	Criminal Justice Fund	Workforce Adjustments	\$	-	\$	73,471	\$	(73,471)
NGA-17	Golf	Golf Sprayer and Gator	\$	-	\$	60,000	\$	(60,000)
NGA-18	Library Reserve	Library Revenues & Northwest Room Improvements	\$	625	\$	6,625	\$	(6,000)
NGA-19	Criminal Justice	WA State Auto Theft Prevention Grant	\$	250,000	\$	250,000	\$	-
NGA-20	General Gov't Special Proj.	COVID Relief Fund Allocations	\$	-	\$	1,740,709	\$	(1,740,709)
NGA-21	Dev/Const Permits	Construction Development Support	\$	848,360	\$	848,360	\$	-
NGA-22	Health Benefits Reserve	Health Benefits Cash Reserves	\$	3,773,318	\$	3,773,318	\$	-
Total Non-General Government Amendments			\$	5,267,726	\$	37,619,045	\$	(32,351,319)
TOTAL General and Non-General Gov't. Amendments			\$	6,878,409	\$	40,374,524	\$	(33,496,115)

2024 Proposed Budget Amendment #2

Finance Department
September 11, 2024



2024 Proposed Budget Amendment #2

General Government Proposed Amendments	2,755,479
Non-General Government Proposed Amendments	37,619,045
Total	\$ 40,374,524



General Government Proposed Amendments

Department	Purpose	Expenditure
Non-Departmental	Distribution of Vacancy Budget Offset	\$ 5,294,000
Multiple	Distribution of Vacancy Budget Offset	(5,294,000)
Non-Departmental	Increase Self-Insurance Contributions	84,293
Non-Departmental	Increase Jail Fees	1,600,000
Multiple	Workforce Adjustments	415,344



General Government Proposed Amendments

Department	Purpose	Expenditure
Emergency Management	Emergency Management Operations	\$ 82,579
Engineering & Public Services	Traffic Signals Insurance Recoveries	124,677
Engineering & Public Services	SS4A and HSIP Grants	292,109
Police	Body Worn Camera Grant	27,513
Police	Boating Safety Grant	5,000



General Government Proposed Amendments

Department	Purpose	Expenditure
Police	Officer Wellness Grant	\$ 55,000
Police	Evidence-Based Policing Conference	4,424
Legal	Indigent Defense Grant (\$244,300)	-
Municipal Arts	Municipal Arts Grants	64,540



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
CIP-3	CIP-3 Parks Projects	\$ 946,500
CIP-1	CIP-1 General Government Capital Projects	28,651,397
CIP-4	CIP-4 General Government Capital Projects	513,752
Multiple	Increase Self-Insurance Contributions (Self-Insurance Fund Revenues - \$395,423)	706,553
Multiple	Workforce Adjustments	121,831
Golf	Golf Sprayer and Gator	60,000

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Library Reserve	Library Revenues and Northwest Room Improvements	\$ 6,625
Criminal Justice	WA State Auto Theft Prevention Grant	250,000
General Government Special Projects	COVID Relief Fund Allocations	1,740,709

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Development & Construction Permits	Construction Development Support	\$ 848,360
Health Benefits	Health Benefits Cash Reserves	3,773,318



QUESTIONS/COMMENTS?



From: [Angela Ely](#)
To: [Patricia Qualls](#)
Subject: RE: [EXTERNAL] Tonight's Council Meeting re Faith Family Village
Date: Wednesday, September 11, 2024 2:13:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Thank you for your email. I will submit it as written comment for the record at this evenings Council meeting. I will also share with staff.

Sincerely,
Angela

Angela Ely

Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
everettwa.gov | [Facebook](#) | [Twitter](#)

From: Patricia Qualls <patriciaq1956@gmail.com>
Sent: Wednesday, September 11, 2024 1:58 PM
To: DL-Council <Council@everettwa.gov>
Cc: Patricia Qualls <patriciaq1956@gmail.com>
Subject: [EXTERNAL] Tonight's Council Meeting re Faith Family Village

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Dear Council Members,

I am writing about Faith Food Bank and its dba Faith Family Village. I understand that the city of Everett is holding a meeting Friday morning with Interfaith and Faith Lutheran Church and that the main entity, Faith Family Village, is not invited to attend. I don't understand this meeting. I feel this should not take place as planned. Faith Family Village has an excellent executive director in Ms. Boroujerdi.

During the past few years my husband and I have made many donations for the purpose of helping Faith Family Village (FFV) provide necessities and comfort items for the families to be housed at that village. My contributions of time and items were intentionally donated for the village, not Interfaith. Now I hear that Interfaith will be taking the village donations to their shelter, value village or throwing in the trash because they believe FFV storage room is too crowded or the donations are needed at Interfaith.

This does not make me happy and I am sure other donors feel the same way. No matter the excuse, these donations do NOT belong to any, ANY, other facility. If the storage room is full, so what? The families that stay there (at FFV) are given items to help make their transition from homelessness to actual homes. Those families take many items with them, mostly with permission. When one Family

leaves, the pallet house is restocked making way for the next family, as it should be. Keeping many items in stock is a necessity for FFV.

I have been to Interfaith many times. The facility was always well stocked with food, necessities and comfortable shared areas for the families there. I thought that facility (Interfaith) was supported with funds from the county, city, United way and other government agencies. Why is the Interfaith management now obsessed with taking well meant donations (to FFV) from FFV? Is there a problem with FFV receiving donations from private funds?

The city of Everett does play a significant role in this when having a meeting without hearing or meeting with FFV representatives at the same meeting. You cannot understand the whole picture, especially the humanity side, without FFV participating with discussions concerning the village. The future of FFV should be dealt with fairly. It took a very long time to raise this village. Don't underestimate the value of its need and the donors who support it.

Please stop and prevent the misappropriation of donations given solely with Faith Family Village as intended recipients.

I, myself, feel proud having been a prior spokesperson on behalf of FFV when others deemed the idea negatively. I will continue to support Faith Family Village, through Ms Boroujerdi and Faith Luthern Church, but only if the donations will only be used by the village families and NOT Interfaith. If this changes I will find another charity to support.

Please consider what I have written. Please make sure Faith Family Village is well represented at Friday's meeting.

Sincerely,

Patricia Qualls

Patriciaq1956@gmail.com

425-435-1649



EVERETT CITY COUNCIL Public Comment Form

5min!

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 9-11-24

NAME (required): Roxana Borovjendi

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): funtimesicecream@yahoo.com PHONE (optional): 425 9710402

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Faith Family Village

2024 Proposed Budget Amendment #2

Finance Department
September 11, 2024



2024 Proposed Budget Amendment #2

General Government Proposed Amendments	2,755,479
Non-General Government Proposed Amendments	37,619,045
Total	\$ 40,374,524



General Government Proposed Amendments

Department	Purpose	Expenditure
Non-Departmental	Distribution of Vacancy Budget Offset	\$ 5,294,000
Multiple	Distribution of Vacancy Budget Offset	(5,294,000)
Non-Departmental	Increase Self-Insurance Contributions	84,293
Non-Departmental	Increase Jail Fees	1,600,000
Multiple	Workforce Adjustments	415,344



General Government Proposed Amendments

Department	Purpose	Expenditure
Emergency Management	Emergency Management Operations	\$ 82,579
Engineering & Public Services	Traffic Signals Insurance Recoveries	124,677
Engineering & Public Services	SS4A and HSIP Grants	292,109
Police	Body Worn Camera Grant	27,513
Police	Boating Safety Grant	5,000



General Government Proposed Amendments

Department	Purpose	Expenditure
Police	Officer Wellness Grant	\$ 55,000
Police	Evidence-Based Policing Conference	4,424
Legal	Indigent Defense Grant (\$244,300)	-
Municipal Arts	Municipal Arts Grants	64,540



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
CIP-3	CIP-3 Parks Projects	\$ 946,500
CIP-1	CIP-1 General Government Capital Projects	28,651,397
CIP-4	CIP-4 General Government Capital Projects	513,752
Multiple	Increase Self-Insurance Contributions (Self-Insurance Fund Revenues - \$395,423)	706,553
Multiple	Workforce Adjustments	121,831
Golf	Golf Sprayer and Gator	60,000



Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Library Reserve	Library Revenues and Northwest Room Improvements	\$ 6,625
Criminal Justice	WA State Auto Theft Prevention Grant	250,000
General Government Special Projects	COVID Relief Fund Allocations	1,740,709

Non-General Government Proposed Amendments

Fund	Purpose	Expenditure
Development & Construction Permits	Construction Development Support	\$ 848,360
Health Benefits	Health Benefits Cash Reserves	3,773,318



QUESTIONS/COMMENTS?

