

## **Tree Power Program Grant Agreement**

This Tree Power Program Grant Agreement (“Agreement”) is entered into by and between Public Utility District No. 1 of Snohomish County, Washington State municipal corporation (“PUD”), and City of Everett (“Grantee”), a municipality, in order to set forth the commitments between the PUD and Grantee regarding Tree Power funds for Grantee’s project. The PUD and Grantee are also referred to herein individually as “Party” and collectively as “Parties.”

### **Background and Purpose:**

The PUD is a Public Utility District organized under Title 54 of the Revised Code of Washington (“RCW”) to provide retail electric service in Snohomish County and Camano Island, Washington.

The PUD has created the Tree Power Program to support urban forestry tree planting in parks, green spaces and urban areas promoting energy efficiency by reducing heat retention of buildings, pavement, and hard surfaces.

Grantee will purchase, plant and maintain trees (“Project”) at a site located at 400 Sievers Duecy Blvd, Everett, WA 98203 (“Site”) using funds provided by the PUD under the Tree Power program and this Agreement.

The Parties hereby agree to the following terms as a condition of the award under the Tree Power Program.

### **1. Term and Termination**

a. This Agreement shall become effective on the date fully executed below (the “Effective Date”) and shall terminate five (5) years after the date of Project completion unless sooner terminated in accordance with this Section.

b. The PUD may terminate this Agreement upon fifteen (15) days written notice to the Grantee in the event that the Grantee is in default of any term and/or condition of the Agreement and fails to cure such default within that fifteen (15) day period, or such longer period as provided by the PUD. The notice of termination shall state the reasons therefore and the effective date of the termination.

c. In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law.

### **2. Grant Award**

The PUD hereby awards Grantee a grant of \$13,885.50 (“PUD Grant” or “Grant”), to be used by Grantee to develop and support the Project. Eighty percent (80%) of the PUD Grant will be provided to Grantee upon execution of this Agreement. The remainder of the Grant shall be provided to Grantee upon PUD’s confirmation that the Project is complete and subject to verification against actual Project costs. The Project is described on attached and incorporated Exhibit “A.” The Project shall be completed by Grantee within one (1) year of the date of this Agreement unless otherwise agreed to by the Parties.

### **3. Use of Grant Funds**

a. Grantee agrees to use the PUD Grant exclusively for the development and support of the Project and in accordance with the terms and conditions of this Agreement. A minimum of 80% of funds must be used for direct tree planting expenses. Direct tree planting expenses include trees and items that ensure the health and sustainability of the newly planted trees such as mulch, stakes, tree ties, water bags, and soil amendments. Items that are not permitted reimbursable Grant expenses include but are not limited to digging/cutting tools, watering devices or water, personal protective equipment, wheelbarrows, dollies, food/drink for workers, etc. The PUD has sole discretion to determine what is or is not a reimbursable Grant expense.

b. No portion of this Grant may be expended to influence legislation or to support participation in any political campaign.

### **4. Recapture of Grant Funds**

a. In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Agreement, PUD reserves the right to recapture funds in an amount to compensate PUD for the noncompliance in addition to any other remedies available at law or in equity.

b. Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by PUD. In the alternative, PUD may recapture such funds from payments due under this Grant.

### **5. Records, Inspection & Facility Access**

a. Upon reasonable notice from the PUD, Grantee will allow the PUD to access and inspect the Project at reasonable times during the term of this Agreement.

b. Grantee shall maintain and retain records related to its use of the Grant funds for the term of this Agreement. Upon request, the PUD has the right to inspect and audit the books and records of the Grantee related to the Project and the use of PUD Grant funds.

### **6. Planting and Maintenance**

The Grantee agrees to plant and maintain trees for the Project in accordance with appropriate horticulture and silviculture standards and as approved by the PUD Arborist. Unless otherwise agreed by the Parties, any trees that are purchased and planted pursuant to this Agreement and Grant but that die within three (3) years of the date of this Agreement shall be replaced by Grantee within one (1) year with trees approved by the PUD Arborist at the sole expense of Grantee.

Volunteers shall be overseen by an experienced and qualified landscape professional which needs to be approved by the PUD prior to the planting date. Contact information for the qualified person will be provided.

## **7. Promotion**

Grantee grants permission to the PUD to: collect and display information about any aspect of the Project, including but not limited to site mapping, photographs and data documenting the Project; identify Grantee in educational and communications materials, including, but not limited to web sites, presentations, publications, press releases and promotional materials. Grantee will allow signage to be displayed on the Grantee's property at a location that is within walking distance of the Project and has reasonable visibility.

## **8. Release, Indemnity, and Hold Harmless**

a. The Grantee shall indemnify and hold harmless and release the PUD and its commissioners, officers, employees and agents and each of their heirs, personal representatives, successors and assigns from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) arising, directly or indirectly, out of or in connection with this PUD Grant and/or the Project.

b. If the injury, loss or damage is caused by, or results from the concurrent negligence of the PUD, its officers, agents and/or employees and the Grantee, its officers, agents and/or employees, the indemnity and hold harmless requirements and obligations of Grantee provided in subsection (a) shall be valid and enforceable only to the extent of the Grantee's negligence.

c. Solely and expressly for purposes of its duties to indemnify and hold harmless the PUD as set forth above, the Grantee specifically and expressly waives any immunity it might have under the State Industrial Insurance law (RCW Title 51) in the event that a claim is made against the PUD for a death of or injury to any employee of Grantee. THE GRANTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

d. The PUD's inspection or acceptance of any of the Grantee's work and/or services when completed shall not be grounds to avoid any of these covenants of indemnification.

e. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## **9. Notices**

All notices or reports under this Agreement shall be addressed as follows:

To the Grantee: **City of Everett  
Cory Rettenmier  
802 E Mukilteo Blvd  
Everett, WA 98203**

To the PUD: **Public Utility District No. 1 OF Snohomish County  
Attn: Sheri Miller and Treepower@snopud.com  
PO Box 1107  
Everett, WA 98206-1107**

## **10. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law). Venue for any action arising under or in connection with this Agreement shall be in the Superior Court for Snohomish County, Washington, or in the United States District Court for the Western District of Washington.

## **11. Fair Meaning.**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by all Parties.

## **12. Severability.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

## **13. Amendments**

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment signed by both parties.

## **14. Assignment**

Grantee shall not assign its rights or obligations under this Agreement to any other party without the prior express written consent of the PUD.

## **15. Authority to Bind Parties and Enter Into Agreement.**

The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below.

## **16. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

(Signatures on Following Page)

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

By: John Hoffman

Print Name: John Hoffman

Title: Chief Customer Officer

Dated: 09/22/2025

CITY OF EVERETT

By: [Signature]

Print Name: Cassie Franklin

Title: Mayor

Dated: 09/22/2025



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

# City of Everett, Phil Johnson Ballfields Tree Planting – TREE Power 2025

## Exhibit A

### Project Summary

Everett Parks staff is planning to plant trees in the medians along the ballfields and in the parking lot of the Phill Johnson Ballfields. To enhance growing conditions, park staff will amend the soils and remove invasive ground cover. They will purchase and plant 21 trees, and tree species will be chosen based on their adaptability to site conditions, including drought tolerance and limited soil volumes, their shading capabilities, and how well they match the existing site character.

All newly planted trees will be mulched and fitted with water bags during their establishment phase. Additionally, established trees in the parking lot and along the ballfield medians will also be mulched to promote their health.

This project aims to reduce the heat island effect by providing shade over approximately 26,721.75 square feet of asphalt-paved parking lot and publicly accessible areas overlooking the ballfields. The surrounding land use within a 1-mile radius includes multi-family housing, commercial mixed-use areas, and significant industrial facilities such as Boeing, Amazon Delivery Station, and FedEx Ship Center.

### Project Description

The project site is located in the parking lot and along the public ballfields owned by the City of Everett. This project will involve relocating and transplanting trees to another location, which will be replaced with healthy trees that can provide shading, and habitat benefits that improve environment of the area as they mature. The new trees will also help shade cars parked in the lot for extended periods during the summer, enhancing visitor comfort and experience. Additionally, the trees along the outer corridor will provide further shade for residents watching games or activities and will create natural habitat opportunities as they mature. A total of 21 trees will be planted, composed of 2 Incense cedar - *Calocedrus decurrens*, 7 Persian parrotia- *Parrotia persica*, 2 Emerald Sunshine elm - *Ulmus propinqua* 'JFS-Bieberich', 5 Swamp oak - *Quercus bicolor*, 3 Norwegian Sunset maple - *Acer truncatum* x *platanoides* 'Keithsform', and 2 American hornbeam - *Carpinus caroliniana*.

These selected trees are drought-tolerant and well-suited for urban or street tree planting, offering mature canopies up to 30 feet in diameter. Species such as Incense Cedar (*Calocedrus decurrens*), Emerald Sunshine Elm (*Ulmus propinqua* 'JFS-Bieberich'), Swamp White Oak (*Quercus bicolor*), Norwegian Sunset Maple (*Acer truncatum* × *platanoides* 'Keithsform'), and American Hornbeam (*Carpinus caroliniana*) feature strong central leaders and pyramidal to upright growth habits, making them ideal for structured planting in medians and along streetscapes. These trees will be complemented by Persian Parrotia (*Parrotia persica*), including narrow-formed cultivars like 'Chrishaven 1', which are tolerant of urban conditions and will help fill canopy gaps between existing trees.

### Maintenance Plan

Trees will be staked, mulched, and outfitted with watering bags after planting and placed on the seasonal hand watering list for an establishment period of 3 years. Trees will be monitored and regularly inspected by Parks Maintenance staff, under the guidance of the City's Urban Forester. The Urban Forester will also be responsible for directing training of young trees and all future pruning needs. If a tree fails, the Urban Forester will inspect the failure to determine a cause and recommend an appropriate course of action. If tree replacement is appropriate, the Urban Forester will determine the replacement species.












# Tree Power Agreement\_9\_16\_25\_flat.SD

Final Audit Report


2025-09-22

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