



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH THE City of Edmonds

Agreement No. IAA-14-034/K244-12-DG-018
USDA Forest Service CFDA Number 10.664

This Agreement is between the City of Edmonds and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Edmonds herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to re-write the City's tree ordinance to re-write the City's tree ordinance.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

1.02 The Grantee shall produce a mid-report by October 31, 2014, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on May 29, 2015, unless terminated sooner as provided herein.

3.01 Payment. Payment for the work provided is established under RCW 39.34.130. Payment will not exceed ten thousand dollars (\$10000). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment "B".

4.01 Billing Procedures. The Grantee shall submit invoices no more than 4 times during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the

invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City of Edmonds in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be “Works Made for Hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR and the Grantee. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

6.02 Printed Materials

- All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing.
- USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with 7 CRF 3015, Subpart 4, 3015.200. All projects must include an acknowledgement of funding sources, which may be recognized as follows:

“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants. Logos may also be found on the DNR UCF grant resources webpage at http://www.dnr.wa.gov/ResearchScience/Topics/UrbanForestry/Pages/rp_urban_grant_resources.aspx.

- USDA Equal Opportunity statement must be included in all publications:
“The USDA is an equal opportunity provider and employer.”

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment C);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The Grantee and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this agreement to provide/perform the City of Edmonds Comprehensive Tree Ordinance described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement.

(1) General Insurance Requirements

At all times during the term of this agreement, the Grantee 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 the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract 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 and 284-15 WAC.

Before starting work, Grantee shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract number IAA-14-034/K244-12-DG-018, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Grantee shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit Grantee'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 by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR 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 DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Grantee, provided Grantee provides the following:

Grantee shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Grantee's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Grantee to provide the above from time to time to ensure Grantee's continuing ability to self-insure. If at any time the Grantee does not satisfy the self-insurance requirement, Grantee shall immediately purchase insurance as set forth under this section.

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

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

- (1) Commercial General Liability (CGL) Insurance: Grantee shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Grantees, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Grantee shall use employees to perform this contract, Grantee shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Grantee shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 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.

Grantee waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

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

Grantee shall indemnify DNR for all claims arising out of Grantee’s, its subgrantee’s, or sub-subgrantee’s failure to comply with any State of Washington workers’ compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Grantee or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Grantee pursuant to the indemnity may be deducted from any payments owed by DNR to Grantee for performance of this Contract.

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. “Claim” as used in this agreement means any 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. Grantee’s obligation to indemnify, defend, and hold harmless includes any claim by Grantee’s agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee’s or any subgrantee’s performances or failure to perform the Agreement. Grantee’s obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the Grantee is Kernan Lien. Telephone Number 425-771-0220 x 1223.
- (2) The Project Manager for DNR is Linden Lampman, Urban and Community Forestry Program Manager, Telephone Number 360-902-1703.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Grantee

Dated: April 23, 2014 By: [Signature]
Title: Development Services Director
Address: 121-5th Ave N
Edmonds, WA 98020
Phone: 425-771-0220
DUNS # 040172827

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: April 30, 2014 By: [Signature]
Albert Kassel

Title: Division Manager

Address: 1111 Washington St SE
Olympia, WA 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

FEB 27 2014

Resource Protection



**2014 Community Forestry Assistance Grant Proposal
APPLICATION FORM**

Project name (five words or less) City of Edmonds Comprehensive Tree Ordinance
 Location (City) City of Edmonds Tree City USA Y N
 Name of Applicant (Organization) City of Edmonds
 Daytime Phone # 425-771-0220 Applicant's Federal I.D. Number 91-6001244
 Address of Applicant 121 - 5th Avenue North
 City City of Edmonds State WA Zip 98020
 Contact Person Kernen Lien Daytime Phone # 425-771-0220 x1223
 Fax # 425-771-0221 E-mail Address kernen.lien@edmondswa.gov

Brief Description of Project and Objective:

Edmonds is proposing to re-write its tree code to preserve and enhance its urban forests.

Is this project currently funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was this project previously funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DNR funds requested	from budget work sheet	\$ <u>10,000</u>
Applicant share	from budget work sheet	\$ <u>25,000</u>
In-kind share	from budget work sheet	\$ _____
Cash share	from budget work sheet	\$ _____
Total amount of project	from budget work sheet	\$ <u>35,000</u>

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Rob Chave, Acting Development Services Director

Name and Title of Authorized Representative

Date

Signature of Authorized Representative

2/25/14
Date

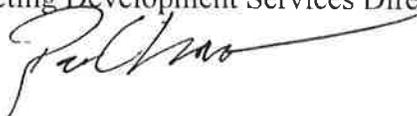


CITY OF EDMONDS

121 5th Avenue North, Edmonds WA 98020
 Phone: 425.771.0220 • Fax: 425.771.0221 • Web: www.edmondswa.gov
 DEVELOPMENT SERVICES DEPARTMENT • PLANNING DIVISION

City of Edmonds
 Community Forest Assistance Grant Application

4.1 Applicant Information

Applicant Name, Address and location of Project Address	City of Edmonds Development Services Department Attn: Kernen Lien 121 - 5th Avenue North Edmonds, WA 98020
Federal Tax id #	91-6001244
Name and project location	City of Edmonds Comprehensive Tree Ordinance Revisions; City of Edmonds, Washington
Contact for project liaison	Kernen Lien, Senior Planner (Kernen.Lien@edmondswa.gov) 425-771-0220 ext. 1223
Project title	Comprehensive Revision of Tree and Vegetation Codes for the City of Edmonds (3.1.1 – Urban Forestry Ordinance Development)
Budget summary of project	\$35,000 for Consultant Work (\$10,000 Grant request, \$25,000 City match)
Application signature (name and title)	Rob Chave Acting Development Services Director 

4.2 Overall Project Details - Project Proposal Section

Section 4.2.1 - Commitment

The City of Edmonds and the City's Tree Board is proposing to re-write its tree code into a more cohesive and comprehensive tree and vegetation code that will allow the City to better preserve, protect and enhance its urban forests. Edmonds is committed to the protection of the natural resources that contribute to the quality of life for its citizens. The combinations of marine, estuarine, and upland environments are seen as an integrated and interdependent ecosystem supporting a variety of wildlife valuable to the entire Edmonds community. The City has a number of goals and policies listed within our Comprehensive Plan aimed at preserving and enhancing the City's urban forests. Some of these goals and policies include:

- A.1 Ensure that the City's natural vegetation associated with its urban forests, wetlands, and wildlife habitat areas are protected and enhanced for future generations. (CP pg. 30)
- A.2 City regulations and incentives should be designed to support and require sustainable land use and development practices, including the retention of urban forest land, native vegetation, and wildlife habitat areas. Techniques such as tree retention and low impact development methods should be integrated into land use and development codes. (CP pg. 30)
- C.3.b Natural vegetation should be preserved wherever possible to reduce erosion and stabilize slopes. (CP pg. 82)
- B.2 The removal of trees should be minimized particularly when they are located on steep slopes or hazardous soils. (CP pg. 85)

In 2010, the City of Edmonds formed a Tree Board which succeeded in obtaining Tree City USA status for the City within its first year of existence. The Tree Board has participated in several community outreach events such as the Edmonds Watershed Fun Fair and a successful Arbor Day program. The Tree Board has also developed a Heritage Tree Program that is being considered by the City Council for adoption this year. In Ordinance No. 3807 establishing the Tree Board, the Tree Board was charged with developing a comprehensive tree ordinance designed to preserve and protect existing trees, encourage planting of additional trees, safeguard trees on parcels where construction or renovation is occurring or planned to occur, and encouraging the Edmonds citizenry to become active stewards of the urban forest.

The Edmonds City Council allotted \$25,000 dollars in its 2014 budget for a re-write of the tree code plus impervious surface and tree canopy inventory. The City of Edmonds Geographic Information Systems (GIS) staff is going to conduct the initial impervious surface and tree canopy inventory and the \$25,000 allotted by the City Council will be used in conjunction with the \$10,000 from the Community Forestry and Assistance Grant to hire a consultant to develop the tree code.

Section 4.2.2 - Planning

The City of Edmonds was incorporated in 1890 and adopted its first Tree Ordinance in 1928 which regulated planting and maintenance of trees on public property. The City's tree regulations have been revised and expanded over time with a Municipal Tree Ordinance being adopted in 1977, a street tree plan in 1982, and Land Clearing and Tree Cutting Ordinance adopted in 1990 and amended in 2007. These revisions over time, as well as the adoption of other environmental regulations and policies, have resulted in the City's tree related regulations being spread throughout the Edmonds Community Development Code. As a result, the tree regulations are fragmented, difficult for citizens to understand, often conflicting, and cumbersome for staff to implement. With the help of this grant, the City will be able to develop a more comprehensive tree code with a clear vision, one which is easier for citizens to understand and more efficient for staff to implement.

The City of Edmonds plans to use a qualified consultant to review and update City tree related policies and objectives and to develop a draft tree ordinance. Once the consultant has completed the draft tree ordinance and has presented the deliverables to the Tree Board, City staff will take

the draft ordinance through the legislative process including Planning Board review and ultimate approval by the Edmonds City Council.

Timeline and Deliverables

1. April 2014: Create and advertise request for qualifications.
2. May 2014: Select qualified consultant with strong municipal tree policy and program experience. Agree to project's scope and terms of contract performance with the consultant.
3. May 2014 – July 2014:
 - a. Consultant works with City staff and Tree Board to review and update City of Edmonds tree policies and objectives.
 - b. Consultant reviews other jurisdictions tree ordinances and approaches to tree preservation and management.
 - c. Staff creates project webpage for citizens to follow the tree code re-write process.
4. August 2014: Tree Board holds a public hearing on updated tree policies and objectives.
5. August 2014 – September 2014: Consultant works with staff and Tree Board to develop approach for draft comprehensive tree ordinance.
6. October 2014: Consultant presents draft tree ordinance to Tree Board for review.
7. November 2014 – December 2014: Tree Board and consultant finalize draft tree ordinance and forward recommendation to Edmonds Planning Board (Community Forest Assistance Grant funding expended).
8. January 2015 – February 2015: City of Edmonds Planning Board reviews updated tree policies, objectives and draft tree ordinance.
9. March 2015: Planning Board holds a public hearing on draft tree ordinance and forwards a recommendation to the Edmonds City Council.
10. March 2015: Draft tree ordinance with Tree Board and Planning Board recommendations presented to Edmonds City Council.
11. April 2015: Edmonds City Council holds public hearing on draft tree ordinance.
12. May 2015: City Council adopts updated comprehensive tree ordinance.

Section 4.2.3 – Support

The revisions to the tree code provide a great opportunity to increase public awareness of the importance of urban forests. As noted in the time line above, at least three public hearings are proposed during the tree code re-write process before the Tree Board, Planning Board and Edmonds City Council. City Council meetings are televised and also available on the City's website and thus can reach a larger audience than is normally drawn to formal public hearings. Staff will also create webpage that will allow citizens to follow the tree code re-write. Additionally, the Tree Board participates in several community outreach events throughout the year, which provides another opportunity to educate the public and inform Edmonds residents about the tree code re-write and the importance of preserving natural areas, and habitats that support a diversity of wildlife.

Section 4.2.4 – Impacts

The long-term sustainable benefit with the revision of the City of Edmonds tree codes can be viewed through two different lenses. First – the revision of the code requirements will be long lasting and durable offering a solid basis for tree protection and preservation during property development within the City of Edmonds. Additionally, the City of Edmonds is gifted with unique environmental assets, such as the shoreline on Puget Sound, urban forests, diverse streams and wetlands, Lake Ballinger and a range of parks and open spaces. The environmental benefits of a revised tree code include improved conservation of the City’s watersheds, enhanced stewardship of the City’s unique ecosystems and habitat, as well as the added benefits urban forests provide in alleviating stormwater impacts during storm events.

In addition to the environmental benefits provided by an updated tree code, the revised tree code will also provide clarity to citizens, developers, and staff. As noted above, the current Edmonds tree related codes and policies are scattered throughout the Edmonds Community Development Code and various policy statements. These fragmented tree regulations are difficult for citizens to understand, problematic for staff to implement, and often conflicting. With the help of this grant, the City will be able to develop a comprehensive tree code with a clear vision, easier for citizens to understand and easier for staff to implement. A more clear tree code will ultimately result in a better understand of the City’s urban forest and help preserve trees further reinforcing the sustainability benefits of this code re-write.

Section 4.2.5 – Budget

See the attached budget work sheet. The City of Edmonds is seeking \$10,000 through the Community Forest Assistance Grant. The \$10,000 grant will be combined with \$25,000 budgeted by the Edmonds City Council in the 2014 City budget for a tree code re-write to hire a consultant to review and update the City’s tree related policies, objectives and develop a draft tree ordinance in conjunction with City staff and the Tree Board. City staff will take the consultant draft product through the legislative process with the City of Edmonds Planning Board and ultimate adoption by the Edmonds City Council.

Section 4.2.6 - Other

The City of Edmonds is in the process of reviewing all of the City’s development regulations and will also be updating the Critical Area Ordinance over the next couple of years. Updating the tree code at this time will help ensure that these important updates will be made consistent with policies and goals establish in the tree code update the City’s urban forests are preserved and enhanced.

There are two great benefits that will come from the anticipated results. The first is a greater visibility and regulatory support of trees on private as well as public lands. The second will be the improved stormwater intervention with the preservation of mature trees and tree canopy.



WASHINGTON STATE DEPARTMENT OF
Natural Resources

BUDGET WORKSHEET

Applicant City of Edmonds

Project Name City of Edmonds Comprehensive Tree Ordinance Revisions

ITEM	Grant	Applicant	In-Kind	Cash	TOTAL
Project Consultant	\$10,000	\$25,000			\$35,000
TOTAL	\$ \$10,000	\$ \$25,000	\$	\$	\$ 35,000

Community Forestry Assistance Grant requests must be a minimum of \$3,000 and may not exceed \$10,000.

MINIMUM FEDERAL PROVISIONS

The Sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement. "Sub-recipient" means the agency, firm, provider, organization, individual, or other entity performing services under this Agreement and shall include all employees of the Sub-recipient. The following list identifies specific federal provisions that may apply to the Sub-recipient under this Agreement but does not identify all such provisions.

1. Cost Principles. By accepting Federal assistance, the Sub-recipient agrees to abide by the applicable Office of Management and Budget (OMB) Circulars in the expenditure of federal funds and performance under this program. Below are the applicable Circulars.

OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 Code of Federal Regulations (CFR) part 225).

OMB Circular A-122 – Cost Principles for Non-Profit Organizations (2 CFR part 230).

2. Administrative Requirements. OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments (7 CFR 3015, 7 CFR 3016, 2 CFR 225)

OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR part 215).

3. Audit Requirements. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations. Only non-federal entities that expend \$500,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, as amended, OMB Circular A-133. Sub-recipients expending less than \$500,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies or DNR (7 CFR part 3025).

4. Executive Compensation. Sub-recipients must report the names and total compensation of each of the Sub-recipient's five most highly compensated executives for the Sub-recipient's preceding completed fiscal year to DNR by the end of the month following the month of the effective date of this Agreement, if:

In the Sub-recipient's preceding fiscal year, the Sub-recipient received-

- i.) 80 percent of more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, as defined a 2 CFR § 170.320 (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); 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.

5. Trafficking in Persons. The following prohibition statement applies to Sub-recipient, and all Sub-awardees of the Sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AGREEMENT OR THE SUB-AWARDS UNDER THIS AGREEMENT. SUB-RECIPIENT MUST INCLUDE THE ABOVE REQUIREMENTS IN ANY SUB-AWARD UNDER THIS AGREEMENT.

6. Eligible Workers. Sub-recipient 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 USC § 1324a). Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any sub-award under this agreement.

7. DUNS and CCR Requirements. Unless otherwise exempted from this requirement under 2 C.F.R § 25.110, Sub-recipient must maintain the currency of its information in the Central Contractor Registration (CCR) until submission of its final financial report required under this Agreement or Sub-recipient receives final payment, whichever is later.

Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to Sub-recipient. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

8. Debarment and Suspension. Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government

according to the terms of 2 CFR Part 180. Additionally, should Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 C.F.R. § 180.220 of the government-wide non-procurement debarment and suspension guidance contains those additional circumstances. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Sub-recipient enters into a covered transaction with an entity at a lower tier, the Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity (2 C.F.R. § 180.300)

9. Drug-Free Workplace. Sub-recipient agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving this sub-award. Sub-recipient shall:

- a) Publish a drug-free workplace statement and establish a drug-free awareness program for its employees; and
- b) Take actions concerning employees who are convicted of violating drug statutes in the workplace.

Sub-recipient shall identify all known workplaces under this Agreement and keep this information on file during the performance of this agreement.

10. Non-Discrimination. During the performance of activities under this Agreement, the Sub-recipient shall comply with all federal and state non-discrimination laws, regulation and policies. In the event of the Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-recipient may be declared ineligible for further agreements with DNR.

Attachment C

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

10. Lobbying. Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

12. Other Grant Specific Requirements. Identify other grant-specific federal requirements here unless already addressed in the Agreement and number each of them sequentially.

Note: For further information related to federal requirements that may apply to Sub-recipient under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>