



Grant Agreement with

Snohomish County

through

Growth Management Services

**Grant Number:
26-63117-011**

For

Snohomish County Urban Forestry Program

Dated: Tuesday, July 1, 2025

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET.....	4
SPECIAL TERMS AND CONDITIONS.....	5
1. GRANT MANAGEMENT.....	5
2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING.....	5
3. COMPENSATION.....	5
4. BILLING PROCEDURES AND PAYMENT.....	5
5. SUBGRANTEE DATA COLLECTION.....	7
6. INSURANCE.....	7
7. FRAUD AND OTHER LOSS REPORTING.....	7
8. ORDER OF PRECEDENCE.....	7
GENERAL TERMS AND CONDITIONS.....	8
1. DEFINITIONS.....	8
2. ACCESS TO DATA.....	8
3. ADVANCE PAYMENTS PROHIBITED.....	8
4. ALL WRITINGS CONTAINED HEREIN.....	9
5. AMENDMENTS.....	9
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35.....	9
7. ASSIGNMENT.....	9
8. ATTORNEYS’ FEES.....	9
9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.....	9
10. CONFLICT OF INTEREST.....	10
11. COPYRIGHT.....	10
12. DISPUTES.....	10
13. DUPLICATE PAYMENT.....	11
14. GOVERNING LAW AND VENUE.....	11
15. INDEMNIFICATION.....	11
16. INDEPENDENT CAPACITY OF THE GRANTEE.....	11
17. INDUSTRIAL INSURANCE COVERAGE.....	12
18. LAWS.....	12
19. LICENSING, ACCREDITATION AND REGISTRATION.....	12
20. LIMITATION OF AUTHORITY.....	12
21. NONDISCRIMINATION.....	12
22. PAY EQUITY.....	13
23. POLITICAL ACTIVITIES.....	13
24. PUBLICITY.....	13
25. RECAPTURE.....	13
26. RECORDS MAINTENANCE.....	14
27. REGISTRATION WITH DEPARTMENT OF REVENUE.....	14
28. RIGHT OF INSPECTION.....	14
29. SAVINGS.....	14
30. SEVERABILITY.....	14
31. SITE SECURITY.....	14

32. SUBGRANTING/SUBCONTRACTING.....14
33. SURVIVAL.....15
34. TAXES.....15
35. TERMINATION FOR CAUSE.....15
36. TERMINATION FOR CONVENIENCE.....15
37. TERMINATION PROCEDURES.....15
38. TREATMENT OF ASSETS16
39. WAIVER17
ATTACHMENT A: SCOPE OF WORK..... 18
ATTACHMENT B: BUDGET 24

Face Sheet

Grant Number: 26-63117-011

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Salmon Recovery through Local Planning Grant**

1. Grantee Snohomish County 3000 Rockefeller MS 303 Everett, WA 98201		2. Grantee Doing Business As (as applicable) 	
3. Grantee Representative Eric Smith Funding Coordinator (425) 426-4658 Eric.Smith@co.snohomish.wa.us		4. COMMERCE Representative Angela San Filippo Ecosystem Services Manager (564) 233-9522 Angela.sanfilippo@commerce.wa.gov	
5. Grant Amount \$500,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 07/01/2025	8. End Date 6/30/2027
9. Federal Funds (as applicable) N/A	Federal Agency: N/A		ALN N/A
10. Tax ID #	11. SWV # SWV0002794-AC	12. UBI # 313 014 461	13. UEI # N/A
14. Grant Purpose Strengthen urban forestry in Snohomish County through data collection, mapping analysis, developing stewardship opportunities, and public participation. Support the County to create a roadmap to implement urban tree canopy goals, objectives, and policies included in the Natural Element of the 2024 Comprehensive Plan.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE <hr/> On behalf of Dave Somers, County Executive Snohomish County <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$500,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$0.00, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 26-

63117-011. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, 2027 regardless of the Grant start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2027, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A.** Notwithstanding any other provision of this contract, the Grantee may, at its sole discretion, make modifications to the line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B.** The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the fifteen percent (15%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. PERIOD OF PERFORMANCE

Commerce reserves the right to extend the contract for up to two contract years. All amendments under this contract are subject to funding availability for the given contract period.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. **CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. **DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount

to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from

subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the

Grantee to maintain and administer that property in accordance with sound management practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Urban Tree Canopy Mapping

Snohomish County's urban tree canopy sub element within the Growth Management Act Comprehensive Plan, Critical Area Regulation (CAR) Monitoring, and the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System ([NPDES MS4](#)) require tree canopy mapping. The County additionally utilizes urban tree canopy mapping to assess how tree canopy cover in urban unincorporated areas may change over time related to 30.25.016 of the Snohomish County Code. These tree canopy mapping efforts rely heavily on timely and consistent LiDAR data.

Currently, the County's available LiDAR datasets span eight separate acquisitions from 2017 to 2024, making it difficult to produce reliable, countywide tree canopy maps for any fixed year. Due to recent budget constraints, the County has been unable to secure funding for a new, comprehensive LiDAR acquisition. This grant funding would allow the County to acquire and share new data with countywide planning partners including cities, tribes, and utilities. Acquiring and publishing the data will improve Snohomish County and its partners' ability to plan for salmon recovery by providing high-definition data about total tree canopy, tree canopy in relation to stormwater management facilities, and tree canopy in relation to overburdened communities.

New, high-definition LiDAR data is required to form a better understanding of urban tree canopy throughout the Snohomish County and will provide a comprehensive snapshot of tree canopy for the County and for partner agencies. Snohomish County has been collaborating with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Natural Resources (WA DNR) to develop a comprehensive RFP that outlines the study area and technical specifications. Undertaking this process independently would be significantly more time-consuming and resource intensive not only for the county, but also for its partners.

The LiDAR data will also be used to update the County's current mapping of tree canopy which will be used to support stormwater management on County owned and operated properties fulfilling the requirements of our NPDES MS4 permit. LiDAR data will be used to create a better understanding of overburdened communities in relation to Snohomish County stormwater management facilities. Updated mapping is due to the Washington Department of Ecology by the end of 2028, giving the Snohomish County [Surface Water Management](#) (SWM) GIS team sufficient time to analyze and interpret the aerial data from this project.

Partial Tree Inventory

A partial tree inventory will be conducted to inform the development of an Urban Forest Management Plan for Snohomish County. The partial tree inventory will contribute to salmon recovery by laying the groundwork for Snohomish County to actively manage its

urban forest which has significant impacts on water quality, stream cooling, erosion control, and other benefits. A partial inventory will be the most efficient balance between time and cost to meet the needs of the future urban forestry program.

Urban Tree Canopy policies, as outlined in the Comprehensive Plan, require the County to take steps necessary to be recognized as an Evergreen Community through the Department of Natural Resources. A significant qualification for that recognition is the development of an Urban Forest Management Plan. Data from the tree inventory is required to develop the Urban Forest Management Plan so that the County has a basis for determining management strategies and specific actions to meet tree canopy goals outlined in the Comprehensive Plan.

The partial tree inventory will be implemented within urban unincorporated areas of the County, meeting the County's commitment to long-term urban forestry planning in urban unincorporated areas. A consultant will be hired to complete the inventory, with metrics determined by County staff in alignment with the goals and objectives outlined in the Comprehensive Plan. The survey data will be available to County employees at the completion of the project and will be maintained as a baseline and expanded by County employees in the future.

Completing a partial tree inventory will help Snohomish County accomplish its goals of planning for a resilient future, providing healthy urban forests equitably, stormwater management, and will be the basis for the Urban Forest Management Plan. Data from specific trees within urban unincorporated areas of Snohomish County will allow the County to better pinpoint underserved environmentally disadvantaged and vulnerable communities, and guide plans for improvements to green infrastructure.

[Healthy Forest Project](#)

This project will also extend funding for the county's [Healthy Forest Project](#) (HFP). The HFP is a community-based stewardship program focused on restoring and caring for the forested parks and natural areas managed by Snohomish County. The framework and structure of the program follow [Forterra's Green City Partnership](#) model. Through this program, the HFP partners with local communities to recruit, train, and support volunteer stewards to lead forest restoration projects in priority parks which include salmon streams and critical areas. The County's program relies on a network of individuals, non-profit organizations, businesses, and County staff. Ultimately, the County is building a strong culture of community stewardship, leadership, and partnership to support a healthy urban forest for everyone.

The HFP impacts salmon recovery by actively managing county-owned riparian habitats through invasive species removal and native plant installation. The HFP is also a core component of the County meeting the Natural Environment Element urban tree canopy

policy requirements for stewardship and volunteer opportunities, public participation, and improving equitable access to urban forests.

The HFP advances equity and environmental justice in Snohomish County by empowering communities to address environmental concerns in their area. Projects focus on removing invasive plant species and planting trees to improve the health of urban forests and to increase tree canopy over time. The program regularly partners with educational and service-learning programs including the Lynnwood Parks, Recreation, and Cultural Arts Department's [Teens with a Cause program](#) and the [Olympic Fly Fishers of Edmonds Club](#). The HFP has conducted projects addressing forest health concerns in underserved communities and will continue to implement these projects with additional funding. Examples of these projects include planting and invasive species removal at Lake Stickney Community Park and Paine Field Community Park.

The steps outlined in the scope of work pertaining to the Healthy Forest Project are based off scheduled community stewardship events in 2026 and projections for 2027.

Grant Objective: Strengthen Urban Forestry in Snohomish County by acquiring high-definition aerial data for tree canopy mapping.

Action	Description	Start Date	End Date
Step 1.1	Convene internal discussion group with SWM GIS staff to discuss data collection goals and options for urban tree canopy assessment.	December 2025	January 2026
Step 1.2	Outreach to partner agencies.	December 2025	January 2026
Deliverable 1	GIS Working group determines a Data Collection Plan and starts implementation.		January 30, 2026
Step 2.1	GIS working group commit to purchasing data from a third party or collaborating with partner agencies to purchase data.	January 2026	April 2026
Step 2.2	Data collection and purchase of LiDAR imagery is completed. Data analysis begins.	August 2026	June 2027
Deliverable 2	Purchase Agreement for tree canopy LiDAR data analysis.		September 2026
Deliverable 2.1	LiDAR tree canopy data is made available to partner agencies. LiDAR canopy data is available for writing the County's Urban Forest Management Plan.		June 30, 2027

Grant Objective: Strengthen Urban Forestry in Snohomish County by conducting a partial tree inventory to support development of Snohomish County's Urban Forest Management Plan.

Action	Description	Start Date	End Date
Step 3.1	Determine the County's requirements for a partial urban tree canopy inventory.	December 2025	February 2026
Step 3.2	Draft a Request for Proposals (RFP) to hire a contractor for completing the inventory.	February 2026	February 27, 2026
Step 3.3	Post the RFP and advertise the announcement.	May 1, 2026	May 29, 2026
Step 3.4	The highest scoring proposal will be awarded the contract, and the contract will be signed.	June 2026	June 2026

Step 3.5	Work will begin on conducting the urban tree inventory	July 1, 2026	June 1, 2027
Step 3.6	Review periodic progress reports the contractor will submit.	September 2026	June 2027
Deliverable 3.1	Complete RFP		April 2026
Deliverable 3.2	Finalized Contract with Selected vendor		June 2026
Deliverable 3.3	Partial tree inventory completed and data is available to write the county's Urban Forest Management Plan.		June 30, 2027

Grant Objective: Strengthen Urban Forestry in Snohomish County by supporting community stewardship and best management practices on Snohomish County properties through the Healthy Forest Project.

Action	Description	Start Date	End Date
Step 4.1	Host at least ten HFP stewardship events.	December 2025	January 2026
Deliverable 4	2025 Annual Report due.		January 30, 2026
Step 5.1	Host at least 14 HFP stewardship events. Submit following materials to Commerce: <ul style="list-style-type: none"> - Volunteer head count. - Agenda or work plan. - Impacts report for each event. 	February 2026	April 2026
Step 5.2	Host a public open house targeting recruitment of HFP volunteers.		April 5, 2026
Deliverable 5	Quarterly Progress Report due.		April 30, 2026
Step 6.1	Host at least 12 HFP stewardship events.	May 2026	July 2026
Deliverable 6	Quarterly Progress Report due.		July 30, 2026
Step 7.1	Host at least 11 HFP stewardship events.	August 2026	October 2026
Deliverable 7	Quarterly Progress Report due.		October 29, 2026
Step 8.1	Host at least 11 HFP stewardship events.	November 2026	January 2027
Deliverable 8	2026 Annual Report due.		January 28, 2027
Step 9.1	Host at least nine HFP stewardship events.	February 2027	April 2027
Step 9.2	Host a public open house targeting recruitment of HFP volunteers and	March 2027	May 2027

	showcasing progress on the other grant objectives.		
Deliverable 9	Quarterly Progress Report due.		April 29, 2027
Step 10.1	Host at least six HFP stewardship events.	May 2027	June 2027
Deliverable 10	Final summary Report due.		June 30, 2027

Attachment B: Budget

<i>Grant Objective: Strengthen Urban Forestry in Snohomish County by acquiring high-definition aerial data for tree canopy mapping.</i>		\$267,108
<i>Deliverable</i>	<i>Deadline</i>	<i>Budget</i>
Deliverable 1: GIS Working group determines a Data Collection Plan and starts implementation.	January 30, 2026	\$17,108
Deliverable 2.1: Purchase report for tree canopy LiDAR data analysis.	September 30, 2026	\$50,000
Deliverable 2.2: LiDAR tree canopy data is made available to partner agencies.	June 30, 2027	\$200,000
<i>Grant Objective: Strengthen Urban Forestry in Snohomish County by conducting a partial tree inventory to support development of Snohomish County's Urban Forest Management Plan.</i>		\$20,000
Deliverable 3.1: Tree Inventory RFP.	April 30, 2026	\$5,000
Deliverable 3.2: Finalized Tree Inventory contract.	June 30, 2026	\$5,000
Deliverable 3.3: Partial Tree Inventory Report.	June 30, 2027	\$10,000
<i>Grant Objective: Strengthen Urban Forestry in Snohomish County by supporting community stewardship and best management practices on Snohomish County properties through the Healthy Forest Project. \$212,892.00</i>		\$212,892
Deliverable 4: Baseline Healthy Forest Project Annual Report.	January 30, 2026	\$2,892
Deliverable 5: Quarterly Progress Report.	April 30, 2026	\$35,000
Deliverable 6: Quarterly Progress Report.	July 30, 2026	\$35,000
Deliverable 7: Quarterly Progress Report.	October 31, 2026	\$35,000
Deliverable 8: Quarterly Progress Report.	January 30, 2027	\$35,000
Deliverable 9: Quarterly Progress Report.	April 30, 2027	\$35,000
Deliverable 10: Quarterly Progress Report.	June 30, 2027	\$35,000
Total Budget		\$500,000