

Additional and Deletion Volume Supplement No. 1 to Index-Galena Settlement Timber Sale Contract

By this Supplement, Snohomish County (the "Purchaser") and the Forest Service shall manage and account for both Additional and Deletion volume associated with the Index-Galena Settlement Timber Sale Contract number 750926 in the following manner:

The Purchaser and its Contractors shall follow the conditions of the Operational and Hazard Tree Cutting Authorization (attached as Exhibit A) and the Timber Sale Contract number 750926. In the instance that non-included timber is damaged, or that volume meeting utilization specifications is generated due to cutting of non-included timber for operational purposes, hazard purposes, or any other agreed upon purpose, that volume is to be considered Additional volume. Additional volume shall be set aside and not be mixed in with included volume, shall not be removed from the sale area without Forest Service authorization, and the quantity of Additional volume shall be estimated by the Forest Service. The Forest Service shall estimate such volume by way of using species specific localized volume tables that have been generated from the Timber Sale Contract number 750926 cruise data.

In the case that the Purchaser does not need to cut already included timber under this Timber Sale, and does not damage said timber, that timber can be left standing and shall be considered Deletion volume. Deletion volume shall be estimated by the Forest Service. The Forest Service shall estimate such volume by way of using species specific localized volume tables that have been generated from the Timber Sale Contract number 750926 cruise data.

Near contract completion, but prior to the completion of timber haul, the Forest Service shall undergo a net accounting of both Additional volume and Deletion volume, and the associated values thereof in order to determine if additional payment, or a refund will be necessary on this Timber Sale. In the instance where there is more Deletion value than Additional value, a refund from the Forest Service to the Purchaser will be in order, and the Additional volume will be authorized for removal. In the instance where there is more Additional value than Deletion value, the Purchaser will be billed for the additional amount and once the bill is paid, the Additional volume will be authorized for removal. After net accounting has occurred, and billing has followed, no non-included timber may be cut within the sale area unless otherwise agreed, or to mitigate a safety concern.

To facilitate this cutting of non-included timber, the Purchaser will authorize \$10,000 to be obligated, but not immediately paid to the Forest Service for the potential need to bring additional monies onto this Timber Sale. This will allow for prompt payment if needed near Timber Sale completion when net accounting is accomplished.

This supplement both the Index-Galena Settlement Timber Sale Contract number 750926 and the Operational and Hazard Tree Cutting Authorization and Agreement. The Forest Service reserves the right to rescind or further limit the use of this authorization at any time and at no cost to the Government.

County Executive

Contracting Officer

Exhibit A

Operational and Hazard Tree Cutting Authorization and Agreement

Timber Sale: Index-Galena Settlement Timber Sale Contract Number: 750926

Purchaser: County of Snohomish

By this agreement, the Purchaser of this Timber Sale is authorized to cut trees that are not Included Timber under Special Provision(s) 1# - PRODUCT DESIGNATION (07/1998) so long as the following criteria are met:

1. This agreement will not be utilized to identify Timber cut through mistake.
2. This agreement will not authorize the cutting of trees that are designated In the following manner:
N/A
3. Any tree or portion thereof that is cut under this authority are not Included Timber. The trees that may be cut under this authority and/or portions thereof may be included subsequently at the discretion of the Forest Service.
4. In the event that the Purchaser of this Timber Sale cuts an undesignated tree for operational or hazard mitigation purposes under this authorization, the Purchaser will **mark both the stump and the large end diameter of the butt log with pink paint.** A representative of the Purchaser will **notify the Forest Service within 24 hours** of the cutting of undesignated trees under this agreement and will provide a reason for the cutting of the tree, and the approximate location where the tree was cut. The cut tree can be yarded to the landing and processed, however all portions of the tree meeting utilization standards will be set aside or decked separately and cannot be removed unless designated for removal by the Forest Service. If the log is processed and the painted end is removed, paint will be reapplied to the large end diameter of the butt log. Leaving a voicemail, text or email for the Sale Administrator or Forest Service Representative (FSR) will be considered sufficient notification.
5. The Forest Service may include trees cut under this authorization, or portions thereof as Included Timber under General Condition # 15 - Damage to or Cutting of Non-Included Merchantable Timber. If trees, or portions thereof are considered Included Timber by the Forest Service, Purchaser agrees to remove portions of trees that meet Utilization Standards.
6. The intended use of this agreement is for as infrequent of use as is practicable in order to maintain safe and reasonably efficient work area. If there are more frequent safety or operational concerns that require the cutting of undesignated timber, additional discussions with the Forest Service Representative (FSR) will be required.
7. This agreement replaces any previously existing agreements to cut undesignated timber. The Forest Service reserves the right to rescind or further limit the use of this authorization at any time and at no cost to the Government.

Brian Larmore
Digitally signed by Brian Larmore
Date: 2021.03.19 14:57:00 -07'00'

3/19/2021

Purchaser's Representative

Date

RICHARD STUMPF
Digitally signed by RICHARD STUMPF
Date: 2021.03.22 11:37:02 -07'00'

3/22/2021

Contracting Officer

Date