

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 1 to \_\_\_\_\_ Briefing  
 Professional Services \_\_\_\_\_ Proposed Action  
 Agreement with Roots \_\_\_\_\_ Consent  
 Forestry Consulting LLC for \_\_\_\_\_ Action  
 Forestry Management \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Julie Sklare  
 Phone Number 425-257-7208  
 FOR AGENDA OF February 24, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA do  
 Council President [Signature]

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Lake Chaplain Tract	Professional Services Agreement dated March 16, 2015	Amendment No.1	Public Works

Amount Budgeted	\$334,298	
Expenditure Required	\$31,320	Account Number(s):401-5-200-121-124-923-410
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Roots Forestry has been providing forestry management and consultation for the City's Lake Chaplain Tract under a three-year Professional Services Agreement (PSA). Public Works desires to resolve several longstanding maintenance issues on the forestry roads in the vicinity of Lake Chaplain. Amendment No.1 modifies the scope and compensation to include an additional task for management of the forestry roads on Lake Chaplain Tract. This additional work will increase the maximum compensation of the three-year contract by \$31,320 to \$334,298 (from 302,978).

Additionally, Roots Forestry has been restructured as an LLC. This is reflected in the amendment as a change in provider from Travis Miranda dba Roots Forestry to Roots Forestry Consulting LLC.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign Amendment No.1 to the Professional Services Agreement with Roots Forestry LLC for forestry management for an additional cost of \$31,320.

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EVERETT  
AND ROOTS FORESTRY CONSULTING LLC**

This Amendment No. 1 is dated for reference purposes February 1, 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City"), Travis Miranda dba Roots Forestry ("Old Service Provider"), and Roots Forestry Consulting LLC ("New Service Provider").

**RECITALS**

A. The City and Old Service Provider are parties to the Professional Services Agreement dated March 16, 2015 (the "Agreement"). Old Service Provider has changed its business form to a limited liability company, which is the limited liability company defined above as New Service Provider. Effective February 1, 2016, Old Service Provider assigns to New Service Provider, and New Service Provider assumes, all of the obligations of the Agreement.

B. The City and the Service Provider also desire to amend the Agreement for the purpose of adding additional work and compensation.

**AGREEMENT**

The City and Service Provider agree as follows:

1. Assignment and Assumption. Effective as of February 1, 2016, (A) Old Service Provider assigns the Agreement to New Service Provider, (B) New Service Provider accepts the assignment, (C) New Service Provider assumes all of Old Service Provider's obligations under the Agreement, and (D) the City consents to the assignment and assumption. This is deemed effective February 1, 2016, regardless of the dates of the signatures on this Amendment.
2. Insurance. No later than March 1, 2016, New Service Provider will submit to the City insurance documents evidencing that New Service Provider maintains the insurance required under the Agreement. These insurance documents must be in the name of New Service Provider and must be effective February 1, 2016. Failure to submit such documents gives the City the option, effective on notice to New Service Provider and Old Service Provider, to void this Amendment.
3. Compensation. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed Three Hundred and Thirty four Thousand Two Hundred Ninety Eight Dollars (\$334,298).
4. Work. Effective as of the date of this Amendment, the Agreement's entire scope of Work is replaced with the scope of Work attached as Exhibit A to this Amendment.

5. Agreement Remains in Effect. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since March 16, 2015. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**NEW SERVICE PROVIDER  
Roots Forestry Consulting LLC**

By: \_\_\_\_\_  
Ray Stephanson, Mayor

Signature: \_\_\_\_\_  
Typed/Printed Name: Travis Miranda  
Title: Principsl

\_\_\_\_\_  
Date

2-8-16  
Date

APPROVED AS TO FORM:

**OLD SERVICE PROVIDER**

\_\_\_\_\_  
James D. Iles, City Attorney  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Typed/Printed Name: Travis Miranda  
2-8-16  
Date

ATTEST:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Task 1 - Federal and State Legislative and Regulatory Actions**

##### **Description**

This task covers the tracking of Proposed Federal and State legislation and regulatory actions related to the City's forestry and watershed management responsibilities.

##### **Services To Be Performed**

As directed, participate in the review of proposed Federal and State legislative and regulatory efforts related to the City forestry and watershed management responsibilities. Prepare comments and attend hearings and other meetings with City staff, trade organizations, and other agencies and officials when applicable.

#### **Task 2 - Federal and State Regulation Compliance**

##### **Description**

Track and comply with Federal and State regulations related to the City's forestry management activities.

##### **Services To Be Performed**

Prepare and administer contracts, agreements, reports and permits to ensure compliance with all State and Federal rules and regulations that pertain to the City's forest management activities.

#### **Task 3 - Lake Chaplain Tract Forest Management (Safe Harbor Agreement implementation)**

##### **Description**

Prepare the City's timber sales and other forest management activities that are required by the Lake Chaplain Tract Off-License Agreement (Off-License Agreement) as described in the Lake Chaplain Tract Safe Harbor and Cooperative Habitat Enhancement Agreements (SHA/CHEA).

Prepare reports to other parties to the Off-License Agreement as required by the SHA/CHEA and attend meetings with the other parties to review the reports and address any other questions or concerns.

### **Services To Be Performed**

Conduct field work to complete the layout of timber sales as required under the SHA/CHEA. This will include the location and design of forest access roads, sale boundary design and location, snag and coarse woody debris selection, baseline habitat block location, special set-aside area location, special management area location, along with enhanced riparian and wetland buffer location. Contracts including mapping and construction specifications will be prepared for bid.

Permits for these activities will be acquired prior to sale of the timber sale. These permits may include Forest Practices Permit, Hydraulics Permit, Shoreline Management Permit and possible easements over private or public lands.

Upon completion of any final harvest timber sale, a contract will be prepared for the reforestation of the harvest area. Tree purchase will be arranged for, and the areas will be replanted according to SHA/CHEA standards.

Harvest areas will be monitored, and additional stand management activities will be recommended as appropriate. These activities may include replanting, slashing and thinning. Contracts will be prepared and executed for the needed activities.

Harvest roads will be monitored and contracts for maintenance will be prepared and executed as needed to protect the road investment as well as water quality according to the state law.

### **Task 4 - Contract Compliance**

#### **Description**

Administer forest management contracts and agreements that are required to implement the City's forest management Plan.

## **Services To Be Performed**

Conduct field inspections on all ongoing forest management contracts on City property. To ensure compliance with all applicable State laws, contract and permit conditions. Corrective actions will be recommended as needed. In addition to field inspections office audits will be made to ensure appropriate payments are made and acceptable insurances and bonds are in place.

## **Task 5 - Interagency Coordination**

### **Description**

Review and respond to proposed forest practices activities on or near the City's Chaplain Tract property, transmission line right-of-ways and on or near watershed lands. Work with regulatory agencies and Tribes to ensure protection of City facilities and City drinking water quality.

### **Services To Be Performed**

Review and respond to proposed forest practices activities on or near the City's Chaplain Tract property, transmission line right-of-ways and on or near watershed lands. Work with regulatory agencies and Tribes to ensure protection of City facilities and City drinking water quality.

Meet with the Washington State Department of Natural resources (DNR) to review their proposed management activities on or adjacent to City watershed lands. Activities to be reviewed shall be Forest management activities such as timber sales, road construction, maintenance and abandonment, pesticide application and reforestation activities.

Review and prepare comments on proposed recreation activities that may be located on or near watershed lands. This would include activities such as the State Natural Resources Conservation Area (NRCA) planning and development, existing State recreation site maintenance and development, and other public recreation activities on or adjacent to watershed lands.

Monitor and prepare comments on any Federal or other public actions proposed on or adjacent to City watershed lands. This would include any actions in or adjacent to City watershed lands by the USFS or the PUD.

## **Task 6 - Fire Prevention and Control**

### **Description**

This task covers the tracking of State fire prevention regulations to ensure both City and City contractors are in compliance with state law while operation on City watershed lands. Monitor and assist in fire prevention and control activities on both the City's Chaplain Tract and City watershed lands.

### **Services To Be Performed**

During fire season monitor daily the state fire precaution level to ensure the City and its forest contractors are in compliance with the state fire prevention laws.

Assist the State DNR with fire detection and location on City and watershed lands as needed. Work with the DNR during fire control activities on watershed lands to ensure protection of drinking water quality and other resources on City lands.

## **Task 7 - Noxious Weed Coordination**

### **Description**

This task covers the implementation of the City's Noxious Weed Management Plan for lands in the vicinity of Lake Chaplain.

### **Services To Be Performed**

Implement the City's Noxious Weed Management Plan with City staff including monitoring, mapping, and marking noxious weed occurrences.

Incorporate weed management measures into ground-disturbing construction and maintenance activities through active participation in planning, design, and implementation. Maintain and update operating procedures for weed management.

Provide training to field staff with regard to noxious weed identification, treatment methods, and

management measures.

Prepare an annual summary of weed management activities, including monitoring of treated sites and detection of new infestations or species.

Review Snohomish County Noxious Weed List each spring and update the list of target noxious weed species to be managed. Review and update the noxious weed plan and GIS database on a 3-year basis.

### **Task 8 – Forest Road Management**

#### **Description**

This task covers management of forest roads for lands in the vicinity of Lake Chaplain.

#### **Services To Be Performed**

Manage the Lake Chaplain Tract Culvert Maintenance program.

Identify forest road issues and participate in design/implementation of solutions for these issues.

Acquire necessary permits for forest road projects when appropriate.

Establish maintenance needs and standards for forest roads.

### **Task 9 - Undefined**

Due to the potential variability of effort for several tasks, 20% of the total hours for this contract are allocated as undefined. The City's Operations Superintendent or the contract manager may elect to allocate the hours in the task to either the aforementioned tasks as needed or to an undefined task otherwise related to the Scope of Services which is defined and authorized in writing by the City's Operations Superintendent or the contract manager.