

AGENDA  
MONROE CITY COUNCIL

Date: September 4, 2012      7:00 P.M.      City Council Chambers

Call To Order

Roll Call

Pledge Of Allegiance

Announcements/Presentations

1. Proclamation: Constitution Week

Documents: [20120904 AP1 Proclamation.pdf](#)

Comments From Citizens

This time is set aside for you to speak to the City Council on any issue **except any quasi-judicial matter subject to a public hearing (citizens wanting to voice concerns about quasi-judicial matters must do so during the public hearing process). Those items are marked with an \***. You are welcome to address the council on any other subject. (You must sign in before the meeting starts and give your request to the City Clerk).

**Please limit your time to 5 minutes.**

Consent Agenda

1. Minutes

A. August 21, 2012 Business Meeting

Documents: [20120904 CA1A 082112 Minutes.pdf](#)

2. Accept 2012 Emergency Management Performance Grant & Authorize Staff to Sign Associated Documents

Documents: [20120904 CA2 Coversheet.pdf](#), [20120904 CA2 Attach 1 Agreement.pdf](#)

3. Repeal Ordinance #018/2012

Documents: [20120904 CA3 Coversheet.pdf](#), [20120904 CA3 Attach 1 Ordinance.pdf](#)

4. Adopt 2013 Comprehensive Plan Amendment Schedule

Documents: [20120904 CA4 Attach 1 Map.pdf](#), [20120904 CA4 Coversheet.pdf](#)

New Business

1. Resolution Adopting a Cost Allocation Plan for Interfund Fees

Documents: [20120904 NB1 Coversheet.pdf](#), [20120904 NB1 Attach 1 Resolution.pdf](#)

Councilmember Reports

Mayor/Administrative Staff Reports

1. Draft Agenda for September 11, 2012 Study Session

Documents: [20120904 AR1 091112 Draft Agenda.pdf](#)

Executive Session

1. Executive Session: Potential Litigation

Adjournment

Majority vote to extend past 10:00 p.m.

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA**

No final decisions can be made during the Discussion Topics portion of the meeting. Desicions on Discussion Topic items will be scheduled for a regular or special Council meeting; provided however, the City Council may give notice before the recess that action might be taken immediately following the close of the Discussion Topics.

Accommodations for people with disabilities will be provided upon request. Please call City Hall at 360-794-7400. Please allow one-week advance notice.



Agenda Item  
A&P #1  
9/4/12

## PROCLAMATION

**WHEREAS:** September 17, 2012, marks the two hundred twenty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Robert G. Zimmerman, by virtue of the authority vested in me as Mayor of the city of Monroe in the State of Washington, do hereby proclaim the week of September 17 through 23 as

## CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the city of Monroe in the State of Washington to be affixed this 4th day of September of the year of our Lord two thousand twelve.



Signed

Mayor

SEAL Attest

Deputy City Clerk

**CITY COUNCIL  
BUSINESS MEETING MINUTES  
August 21, 2012**

The Business Meeting of the Monroe City Council was held on August 21, 2012, in the Council Chambers at City Hall. Mayor Robert Zimmerman called the meeting to order at 7:00 p.m.

Councilpersons present: Goering, Williams, Kamp, Davis, Gamble, and Hanford.

Councilperson(s) absent: Cudaback.

Staff present: Brazel, Feilberg, Warthan, Nelson, Quenzer, Ginnard, Sax, Popelka, and Martinson.

City Attorney Zach Lell was also present.

The meeting was opened with the Pledge of Allegiance.

**ANNOUNCEMENTS/PRESENTATIONS**

**1. Library Board:**

- A. Presentation Regarding Anniversary Event**
- B. Proclamation: Sno-Isle Library Contributions**

Mayor Zimmerman introduced Monroe Managing Librarian, Betsy Lewis. Ms. Lewis gave the history of Sno-Isle Libraries. She invited the Mayor, Council, staff, and citizens to attend the Monroe Branch of Sno-Isle Libraries' 50<sup>th</sup> Anniversary celebration on September 8<sup>th</sup>. They will seal their Time Capsule and are also celebrating the 10<sup>th</sup> Anniversary of the new Monroe Library building at the event.

Mayor Zimmerman read the proclamation announcing September 8, 2012, as "Sno-Isle Libraries 50<sup>th</sup> Year Celebration Day for Monroe, Washington". He then presented the proclamation to Ms. Lewis.

**PUBLIC HEARINGS**

- 1. Public Hearing: 2013 Comprehensive Plan Amendment Requests:**
  - A. Citizen Testimony;**
  - B. Adopt the 2013 Comprehensive Plan Docket and Schedule**

Planning & Permit Manager Popelka gave a brief overview explaining the proposed four Comprehensive Plan Amendments, including text amendments, City Gateway Districts, System Plan Updates, and School Mitigation Fees.

Mayor Zimmerman opened the public hearing.

No citizens wished to testify.

The motion was made by Councilperson Goering and seconded by Councilperson Kamp, to close the citizen testimony portion of the public hearing. On vote,

Motion carried 6/0.

After discussion, the motion was made by Councilperson Goering and seconded by Councilperson Hanford, to table this item to a date in September to be determined. On vote,

Motion carried 6/0.

The motion was made by Councilperson Goering and seconded by Councilperson Hanford, to close the public hearing. On vote,

Motion carried 6/0.

### **COMMENTS FROM CITIZENS**

No citizens wished to address Council.

### **CONSENT AGENDA**

- 1. Minutes**
  - A. August 14, 2012 Study Session**
- 2. Accounts Payable & Payroll**
  - A. Bills**
  - B. Payroll**
- 3. Authorize Mayor to Sign Listing Agreement with Newmark Grubb Knight Frank for North Kelsey**

The motion was made by Councilperson Williams and seconded by Councilperson Hanford, to approve the Consent Agenda (as listed above). On vote,

Motion carried 6/0.

### **NEW BUSINESS**

- 1. Discussion: Senior Center Lease**

City Administrator Brazel gave a brief overview explaining that the draft document is before Council for their review. Staff members have discussed selling them the Senior Center. However; they are not considering selling at this time, since it's a new concept. They are also waiting for further comments from the Senior Center regarding the lease agreement.

City Attorney Lell explained that the proposed lease supersedes the previous lease and explained why they went this route.

After discussion, it was determined that the lease would be brought back to

Council for final action. They will discuss a 20- vs. 30-year lease at that time.

Bill Davisson, from the Senior Center, addressed Council, stating that at first glance, they are happy with the lease, except for concerns pertaining to Paragraph 3.2.2, regarding standards. He stated that they would be very interested in purchasing the property and would welcome that discussion, too.

## **2. Authorization to Solicit Bids for Hearing Examiner Services**

City Administrator Brazel explained that the current hearing examiner had submitted a request for an increase in his fees. Since this contract has been in effect for many years and compensation adjustment is being requested, he recommended that the City go out for a Request for Proposals (RFPs) and seek other bids.

After discussion, the motion was made by Councilperson Goering and seconded by Councilperson Hanford, to direct staff to send a termination notice to Mr. John Galt per the Personal Services Contract, Item 12, and to direct staff to advertise seeking Request for Proposals, for hearing examiner services.

After further discussion, the motion was on the floor as stated above. On vote,

Motion carried 6/0.

## **FINAL ACTION**

### **1. Resolution Adopting Indigent Defense Standards**

Chief Quenzer gave a brief overview of the Supreme Court ruling that was presented to Council on August 14, 2012.

The motion was made by Councilperson Hanford and seconded by Councilperson Goering, to adopt Resolution #2012/024 adopting indigent defense standards and to direct staff to begin the process to evaluate case counts, review standards, and potential additions to or clarification of the standards into public defense contracts. On vote,

Motion carried 6/0.

### **2. Resolution Creating a Council Student Representative Program**

The motion was made by Councilperson Kamp and seconded by Councilperson Goering, to adopt Resolution #2012/023 creating a new appointed position of City Council Student Representative.

After comments, the motion was on the floor to adopt the resolution. On vote,

Motion carried 6/0.

## **COUNCILMEMBER REPORTS**

Councilperson Goering reported that he is participating in the *Citizen Police Academy* and is finding it very informative. He recommends that other Councilmembers attend in the future.

Councilpersons Williams and Davis are also participating and finding it interesting, too.

## **MAYOR/ADMINISTRATIVE STAFF REPORTS**

Economic Development Manager Sax reported on the “Mayor’s Cup” race at Evergreen Speedway. He drove for the City of Monroe and came in third place.

Popelka reported that the State has decided not to mandate sprinkler systems for residential properties; however, they are leaving it up to local jurisdiction to make their own decision. This matter will be looked at again next year.

### **1. Draft Agenda/August 28, 2012 Study Session**

City Administrator Brazel suggested and Council agreed that, since there are no items on the draft agenda for August 28, 2012, the meeting should be cancelled.

CA Brazel also reminded Council that the Parade Volunteer Dinner is on August 28, and to pick up their tickets at the Chamber of Commerce office.

Mayor Zimmerman also stated that the opening ceremony for the Fair is on Thursday and will include a luncheon.

### **2. Police Department August Report**

The Police monthly report highlighted significant events for July and August, including the *Night Out Against Crime* event and *Citizens Police Academy*.

## **EXECUTIVE SESSION**

- 1. Executive Session: Pertaining to Potential Litigation**
- 2. Executive Session: Pertaining to Collective Bargaining**

Mayor Zimmerman explained that there was a need to go into two executive sessions for approximately 40 minutes, for purposes of discussing potential litigation with legal counsel, pursuant to RCW 42.30.110 1(i), and to discuss collective bargaining strategy, pursuant to RCW 42.30.140, as read into the record by City Attorney Lell. Council may take action in open session after they reconvene.

MEETING RECESSED INTO EXECUTIVE SESSION: 7:46 p.m.  
EXECUTIVE SESSION WAS EXTENDED

Councilpersons Goering and Kamp departed Council Chambers during a portion of the Executive Session at 8:27 p.m., and returned to Council Chambers at 8:35 p.m.

MEETING RECONVENED INTO REGULAR SESSION: 9:00 p.m.

Mayor Zimmerman stated that Councilpersons Kamp and Goering had stepped out of Council Chambers again for personal reasons at 9:00 p.m.

The motion was made by Councilperson Hanford and seconded by Councilperson Davis, that Council authorize the city attorney to convey a settlement proposal for the AT&T New Cingular Wireless refund claim for the amount recommended in Executive Session. On vote,

Motion carried 4/0.

Councilpersons Kamp and Goering returned to Council Chambers at 9:01 p.m.

**ADJOURNMENT**

There being no further business, the motion was made by Councilperson Hanford and seconded by Councilperson Kamp, to adjourn the meeting. On vote,

Motion carried 6/0.

MEETING ADJOURNED: 9:02 p.m.

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Robert G. Zimmerman, Mayor

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Eadye Martinson, Deputy City Clerk

**MONROE CITY COUNCIL**

*Agenda Item Cover Sheet*

<b>TITLE:</b>	<i>Accept 2012 Emergency Management Performance Grant &amp; Authorize Staff to Sign Associated Documents</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
9/4/12	Public Works	Brad Feilberg	Brad Feilberg	Consent Agenda #2

<b>COUNCIL GOAL:</b>	<i>Maintain a Safe and Welcoming Community</i>
<b>OBJECTIVE:</b>	<i>Become a disaster resistant community</i>

**Discussion:**

**Public Hearing – Plan. Com.:**

**Public Hearing – Council:**

**First Reading:**

**Attachments:**            1. Grant Agreement

**DESCRIPTION/BACKGROUND**

As an officially recognized emergency management organization, the City of Monroe is eligible to receive funding from the Emergency Management Performance Grant Program. The Department of Homeland Security provides this money to the Washington State Military Department and then to the local emergency management agencies.

In the past this grant has been based on a percentage of the City’s non-federal emergency management expenditures. In 2011 this was 18.1%. Past EMPG awards have been:

<b>FY08</b>	<b>FY09</b>	<b>FY10</b>	<b>FY11</b>	<b>Average</b>
\$14,965	\$24,247	\$29,431	\$15,997	\$21,160

However, a new methodology is being phased in over four years that will greatly reduce the amount of money that Monroe will receive:

<b>12EMPG</b>	<b>13EMPG</b>	<b>14EMPG</b>	<b>15EMPG</b>
\$ 16,032	\$ 13,236	\$ 10,440	\$ 7,644

Note: Future projected award amounts are based on 2012 state award amount.

**IMPACT – BUDGET**

Additional income of \$16,032. This money cannot be used to supplant already budgeted funds..

**IMPACT – SERVICE DELIVERY**

Funding for additional emergency management activities to help protect the citizens of Monroe.

**TIME CONSTRAINTS**

Grant period ends August 31, 2013.

**RECOMMENDED ACTION**

Motion to accept the 2012 Emergency Management Performance Grant and authorize Mayor to sign 2012 Emergency Management Performance Grant Contract and city staff to execute the associated documents.

**ALTERNATIVES TO STAFF RECOMMENDATION**

Washington State Military Department  
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Sub-grantee Name and Address: <b>City of Monroe 806 W Main St Monroe WA 98272-2125</b>		2. Grant Agreement Amount: <b>\$16,032</b>		3. Grant Agreement Number: <b>E12-333</b>	
4. Sub-grantee Contact, phone number: <b>Brad Feilberg, 360-453-7229</b>		5. Grant Agreement Start Date: <b>June 1, 2012</b>		6. Grant Agreement End Date: <b>August 31, 2013</b>	
7. Department Program Manager, phone number: <b>Sierra Wardell, (253) 512-7121</b>		8. Data Universal Numbering System (DUNS): <b>33927935</b>		9. UBI # (state revenue): <b>315000026</b>	
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Funding Source Agreement #: <b>EMW-2012-App-00071</b>		12. Department Funding Code (PI): <b>723PT</b>	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: <b>97.042 EMPG</b>		14. TIN: <b>91-6001464</b>
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>39</b> (BY CONGRESSIONAL DISTRICT): <b>1</b>		16. Service Area by County(ies): <b>Snohomish</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Sub-Grantee Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. PURPOSE: <b>Provide U.S. Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) funds to local jurisdictions and tribes with emergency management programs to support and enhance those programs as described in the Work Plan.</b>					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
<ol style="list-style-type: none"> <li>1. <b>Applicable Federal and State Statutes and Regulations</b></li> <li>2. <b>Work Plan</b></li> <li>3. <b>Special Terms and Conditions</b></li> <li>4. <b>General Terms and Conditions, and,</b></li> <li>5. <b>Other provisions of the grant agreement incorporated by reference.</b></li> </ol>					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE APPLICANT:		
_____ Signature Dan Swisher, Chief Financial Officer Emergency Management Division Washington State Military Department			_____ Signature Roger G. Zimmerman Mayor		
_____ Date			_____ Date		
BOILERPLATE APPROVED AS TO FORM:			APPROVED AS TO FORM (if applicable):		
Brian E. Buchholz, Signature on file Date 6/13/2012 Assistant Attorney General			_____ Applicant's Legal Review Date		

Form 6/13/2012 WJG

**SPECIAL TERMS AND CONDITIONS****ARTICLE I -- KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	<b>Brad Feilberg</b>	Name	<b>Sierra Wardell</b>
Title	<b>Public Works Director</b>	Title	<b>EMPG Program Manager</b>
E-Mail	<b>bfeilberg@ci.monroewa.gov</b>	E-Mail	<b>sierra.wardell@mil.wa.gov</b>
Phone	<b>360-453-7229</b>	Phone	<b>253-512-7121</b>
Name		Name	<b>Gary Stumph</b>
Title		Title	<b>EMPG Program Coordinator</b>
E-Mail		E-Mail	<b>gary.stumph@mil.wa.gov</b>
Phone		Phone	<b>253- 512-7483</b>
Name		Name	<b>Olivia Hollowwa</b>
Title		Title	<b>EMPG Program Coordinator</b>
E-Mail		E-Mail	<b>olivia.hollowwa@mil.wa.gov</b>
Phone		Phone	<b>253-512-7149</b>

**ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Sub-grantee shall comply with all applicable state and federal laws, regulations and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed here for reference only, and include, but are not limited to, the following:

1. Administrative Requirements: 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Office of Management and Budget (OMB) Circular A-102, Grants and Cooperative Agreements with State and Local Governments; 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110).
2. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122); OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and 48 CFR Part 31, §31.2, Federal Acquisitions Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
3. Grant funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee, upon written request by the Department, DHS or FEMA, shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
4. Duplication of Benefits: There may not be a duplication of any Federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines, Section C.3 (c), which states: "Any cost allocable to a particular Federal award or cost objective under the principles provided for in 2 CFR Part 225 may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons." However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with

existing program agreements. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

5. The Sub-grantee shall comply with all applicable federal laws, regulations and guidance referenced in the "FY 2012 Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA)", which can be found at <http://www.fema.gov/government/grant/empg/> and are hereby incorporated in and made a part of this Agreement.
6. The Sub-grantee shall comply with the **Federal Funding Accountability and Transparency Act** (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1, Attachment #1 attached to and made a part of this Agreement.

### ARTICLE III – REIMBURSEMENT/INVOICING PROCEDURES

1. This is a fixed price, reimbursement Grant Agreement. Within the total Grant Agreement amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Grant Agreement. Any travel or subsistence reimbursement allowed under the Grant Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov> without prior written approval by Department key personnel.
2. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Grant Agreement must be maintained by the Sub-grantee and be made available upon request by the Department, and local, state, or federal auditors.
3. The Sub-grantee will submit reimbursement requests to the Department by submitting a signed A-19 Invoice form and a completed reimbursement spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests shall be submitted to the Department's key personnel and must be submitted no more frequently than monthly; and it is **required that invoices be submitted at least bi-annually**.
4. All work under this Agreement must end on or before the Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Agreement End Date. The maximum amount of all reimbursement requests permitted to be submitted under this Grant Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
5. No equipment or supply costs will be reimbursed until the related equipment/supplies have been received by the Sub-grantee and invoiced by the vendor.
6. Requests for reimbursement of equipment purchases must include a copy of the **vendor's invoice and packing slip** or a statement **signed and dated** by the Sub-grantee's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements".
7. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline and the Work Plan) will prohibit the Sub-grantee from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
8. Final reimbursement requests will not be approved for payment if the Sub-grantee is not current with all reporting requirements contained in this Agreement.

#### **ARTICLE IV – REPORTING REQUIREMENTS**

1. The Sub-grantee shall submit with each reimbursement request a report describing completed Work Plan activities for which reimbursement is sought.
2. In conjunction with the next annual grant cycle application process, the Sub-grantee shall submit to the Department's key personnel a final report describing all completed activities under this Grant Agreement and new activities for which grant funding will be sought in the upcoming grant cycle's Work Plan. If a Sub-grantee will not be applying for grant funding during the next annual grant cycle application process, a final report will be submitted to the Department detailing progress on all activities listed in the Work Plan.

#### **ARTICLE V – EQUIPMENT MANAGEMENT**

All equipment purchased under this Grant Agreement, by the Sub-grantee or a contractor, will be recorded and maintained in the Sub-grantee's equipment inventory system.

1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-grantee, or a recognized sub-recipient for which a contract, sub-Grant Agreement, or other means of legal transfer of ownership is in place.
2. The Sub-grantee, or a recognized sub-grantee/sub-contractor, shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment including all questions of liability. The Sub-grantee shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition.
3. The Sub-grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
4. Records for equipment shall be retained by the Sub-grantee for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Sub-grantee until all litigation, claims, or audit findings involving the records have been resolved.
5. The Sub-grantee shall take a physical inventory of the equipment and reconcile the results with the property records **at least once every two years**. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Sub-grantee to determine the cause of the difference. The Sub-grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
6. The Sub-grantee shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the Department.
7. If the Sub-grantee is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
8. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
  - a. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Sub-grantee with no further obligation to the awarding agency.

- b. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Sub-grantee shall compensate the Federal-sponsoring agency for its share.
9. As recipient of federal funds the Sub-grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this Grant Agreement.
10. Allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) located at the Responder Knowledge Base at <http://www.rkb.us/>. Reimbursement will only be provided for equipment that (1) is on the AEL or, (2) if not on the AEL, has received prior written approval from FEMA through the Department; Sub-grantees must contact the Department representative for assistance in seeking FEMA approval for equipment not on the AEL. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or FEMA adopted standards to be eligible for purchase using EMPG funds. In addition, Sub-grantees must obtain and maintain all necessary certifications and licenses for the equipment. Sub-grantees are solely responsible for ensuring equipment eligibility.

#### **ARTICLE VI – ENVIRONMENTAL AND HISTORICAL PRESERVATION**

1. The Sub-grantee shall ensure full compliance with FEMA's Environmental and Historic Preservation (EHP) Program. Information about these requirements is located at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
2. The Sub-grantee agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The Sub-grantee is advised that any project or expenditure with the potential to impact natural or biological resources or historic properties, including but not limited to, communication towers, physical security enhancements, new construction, renovation, or modification to buildings or structures, cannot be initiated until FEMA has completed the required EHP review. Projects implemented prior to receiving EHP approval from FEMA risk de-obligation of funds.

#### **ARTICLE VII – PROCUREMENT**

The Sub-grantee shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement. All sole source contracts expected to exceed \$100,000 must be submitted to the Department for review and approval prior to the Sub-grantee's award and execution of a contract. This requirement must be passed on to all of the Sub-grantee's sub-contractors, at which point the Sub-grantee will be responsible for reviewing and approving their sub-contractors' sole source justifications.

#### **ARTICLE VIII – SUB-GRANTEE MONITORING**

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
2. Monitoring activities may include, but are not limited to:
  - a. review of performance reports;
  - b. monitor and document the completion of Grant Agreement deliverables;
  - c. documentation of phone calls, meetings, e-mails and correspondence;
  - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
  - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;

- f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

#### **ARTICLE IX – GRANT AGREEMENT MODIFICATION REQUESTS**

A Sub-grantee may request a modification to the Grant Agreement in writing to the Department key personnel. Modifications may be requested for Grant Agreement end date, budget or scope change.

#### **ARTICLE X – NIMS COMPLIANCY**

1. The Sub-grantee agrees that in order to receive Federal Fiscal Year 2012 (FFY12) federal preparedness funding, to include EMPG, the National Incident Management System (NIMS) compliance requirements for 2012 must be met.
2. In accordance with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, Tribal nations, nongovernmental organizations including voluntary organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
3. All local government and Tribal nation sub-grantees should update their respective NIMS Compliance Assistance Support Tool (NIMSCAST) assessments and, if necessary, submit a Corrective Action Plan via NIMSCAST for FFY11. Corrective Action Plans are only required if a jurisdiction fails to meet one of the NIMS implementation activities. Comprehensive information concerning NIMS implementation for States, Tribal nations, local governments, nongovernmental organizations, and the private sector is available through the National Integration Center (NIC) at FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims>.
4. Local governments and tribal nations should continue to implement NIMS training guidance (course curricula and instructor qualifications) contained in the *Five-Year NIMS Training Plan*, released in February 2008 and any successor guidance released by FEMA. [Note: Coursework and training developed and/or delivered by National Wildfire Coordinating Group (NWCG) meet the course and instructor requirements of the *Five-Year NIMS Training Plan*]. NIMS training guidance is available on FEMA's NIMS Resource Center at <http://www.fema.gov/emergency/nims/NIMSTrainingCourses.shtm>.

#### **ARTICLE XI – EMPG SPECIFIC REQUIREMENTS**

1. The Washington State Military Department Emergency Management Division (EMD) receives grant funding each year from the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through the Emergency Management Performance Grant (EMPG) Program. The funding assists state and local governments enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 U.S.C. 5121-5207).
2. A portion of the FFY12 EMPG grant has been identified by the state to be passed through to local jurisdictions and tribes that have emergency management programs to supplement their local/tribal operating budgets. Each jurisdiction or tribe that applied and met the qualifications specified in WAC 118-09 regarding emergency management assistance funds was awarded a sub-grant based on the size of their agency's emergency

management operating budget. Funds are used by local jurisdictions and tribes to enhance their emergency management capability.

3. Funds are provided by DHS/FEMA solely for the use of supporting emergency management programs as provided by the EMPG Program. The Sub-grantee shall use the funds to perform tasks as described in the Work Plan of the Sub-grantee's application for funding, as approved by the Department. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
4. The Sub-grantee shall provide a match of **\$16,032** of non-federal origin. Match (cost share) may be cash or in-kind. To meet matching requirements, the Sub-grantee contributions must be reasonable, allowable, allocable and necessary under the grant program and must comply with all Federal requirements and regulations, including but not limited to 2 CFR Part 225, 2 CFR Part 215.23, and 44 CFR Part 13.24. An appropriate mechanism must be in place to capture, track and document match.
5. The Sub-grantee acknowledges that since this Grant Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Grant Agreement prior to distribution of appropriated federal funds.

The Sub-grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

6. Exercises that are implemented with grant funds must meet the requirements of the FFY12 EMPG Program. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the Department.

**Washington State Military Department**  
**GENERAL TERMS AND CONDITIONS**  
**Department of Homeland Security (DHS)/**  
**Federal Emergency Management Agency (FEMA)**  
**Grants**

A.1 DEFINITIONS

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

- a. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. "**Sub-grantee**" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- c. "**Sub-grantee Agent**" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. "**Grantee**" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. "**Investment Justification**" means grant application investment justification submitted by the sub-grantee describing the project for which federal funding is sought and provided under this Grant Agreement. Such grant application investment justification is hereby incorporated into this Grant Agreement by reference.
- g. "**PL**" – is defined and used herein to mean the Public Law.
- h. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
- i. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
- j. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
- k. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

A.2 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities as subrecipients that expend **\$500,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007). Non-federal entities that spend less than **\$500,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term "non-federal entity" means a State, local government, or non-profit organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

SUB-GRANTEES required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by

the Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUB-GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUB-GRANTEE must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUB-GRANTEE all disallowed costs resulting from the audit.

Once the single audit has been completed, the SUB-GRANTEE must send a full copy of the audit to the DEPARTMENT and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The SUB-GRANTEE must send the audit and the letter no later than nine (9) months after the end of the SUB-GRANTEE's fiscal year(s) to:

**Accounting Manager  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the SUB-GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

If SUB-GRANTEE claims it is exempt from the audit requirements of Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

**Accounting Manager  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUB-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 telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the Excluded Parties List System (EPLS) maintained by the federal General Services Administration (GSA). The SUB-GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List."

A.8 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest,

direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.10 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the DEPARTMENT, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.11 DISPUTES

The DEPARTMENT and SUB-GRANTEE shall make every effort to resolve disputes arising out of or relating to this Grant Agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

A.12 LEGAL RELATIONS

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or

omissions of the SUB-GRANTEE, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Grant Agreement.

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUB-GRANTEE, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUB-GRANTEE, or SUB-GRANTEE's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.13 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.14 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUB-GRANTEE an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.15 NONASSIGNABILITY

Neither this Grant Agreement, nor any claim arising under this Grant Agreement, shall be transferred or assigned by the SUB-GRANTEE.

A.16 NONDISCRIMINATION

The SUB-GRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status,

honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Grant Agreement.

A.17 NOTICES

The SUB-GRANTEE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.18 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUB-GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUB-GRANTEE's performance under this Grant Agreement. To the extent allowed by law, the SUB-GRANTEE further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUB-GRANTEE to so comply.

A.19 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUB-GRANTEE. The SUB-GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.20 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.21 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.22 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.23 RECAPTURE PROVISION

In the event the SUB-GRANTEE fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the SUB-GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees.

A.24 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.25 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUB-GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUB-GRANTEE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUB-GRANTEE in connection with the project. The SUB-GRANTEE shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.26 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUB-GRANTEE hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUB-GRANTEE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, 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; (2) that 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant Agreement, grant, loan, or cooperative agreement, the SUB-GRANTEE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUB-GRANTEE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Grant Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Grant Agreement are declared severable.

A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Grant Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Grant Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUB-GRANTEE. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds. In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUB-GRANTEE has failed to fulfill in a timely and proper manner its obligations under this Grant Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUB-GRANTEE unable to perform any aspect of the Grant Agreement, or has violated any of the covenants, agreements or stipulations of this Grant Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Grant Agreement in whole or in part.

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative

costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which,

if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;

- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUB-GRANTEE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Grant Agreement. The SUB-GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.36 WAIVERS

No conditions or provisions of this Grant Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Grant Agreement.

A.37 VENUE

This Grant Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the parties arising out of this Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

APPROVED 6/13/2012

ACTIVITY #	2012 Emergency Management Program Workplan	
	Agency: <span style="border: 1px solid black; padding: 2px;">City of Monroe</span>	
1	<p style="text-align: center;"><b>Core Capability or EMF</b></p>	<p style="text-align: center;"><b>Planning</b></p> <p><b>General Plan for 12EMPG:</b></p> <p>A Monroe CEMP was submitted to EMD in January 2010. We received comments in January 2011. We will work with EMD and Snohomish County DEM to complete the CEMP update and to incorporate corrections from EMD and changes needed to reflect the new organizational structure of the City and the contractual relationship with Snohomish County DEM.</p> <p>B Work with Snohomish County DEM to complete Evacuation Plan.</p> <p>C Work with Snohomish County DEM to complete Debris Management Plan.</p> <p>D Work with Snohomish County DEM to begin Continuity of Operations Planning for the City of Monroe.</p>
2	<p style="text-align: center;"><b>Core Capability or EMF</b></p>	<p style="text-align: center;"><b>Public Information and Warning</b></p> <p>A Conducted CERT for 18 members of the community.</p> <p>B Provided emergency preparedness information at Community Easter Egg Hunt</p> <p>C Provided emergency preparedness information at National Night Out</p> <p><b>General Plan for 12EMPG:</b></p> <p>A Work with Snohomish County to develop Program for Public Information per NFIP/CRS requirements.</p> <p>B Provide emergency preparedness information at community events.</p>
3	<p style="text-align: center;"><b>Core Capability or EMF</b></p>	<p style="text-align: center;"><b>Intelligence and Information Sharing</b></p> <p><b>General Plan for 12EMPG:</b> Maintain information sharing technology services and capabilities with Snohomish County DEM, Keep Community Coordination Center computers operational and up-to-date</p>

**MILESTONE TIMELINE****FFY12 Emergency Management Performance Grant Program**

<b>MILESTONE</b>	<b>TASK</b>
June 1, 2012	Start of Grant Agreement performance period.
August 31, 2013	End of grant performance period.
October 15, 2013	Submit all final reports, requests for reimbursement and/or deliverables.

## Budget Sheet

## FFY12 Emergency Management Performance Grant Program

Category	Amount
Salaries and Benefits	\$
In-Direct Costs	\$
Travel	\$
Equipment	\$
Supplies	\$
Telephones	\$
IT	\$16,032
Printing	\$
Janitorial / Maintenance	\$
Subcontractor	\$
Other	\$
<b>FFY12 EMPG Award</b>	<b>16,032</b>

- The award for **City of Monroe** award is based on the FFY11 allocation factor of **18.1%** of approved local/tribal emergency management operating budgets.
- **City of Monroe** will provide a match of 50% of the total project cost (**\$16,032**) of non-federal origin.
- A total of 5% of this award can be used to pay for management and administration of this contract.
- Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without prior written authorization from the Department.
- This award will not be used to supplant the local/tribal funds.
- The Department's Reimbursement Spreadsheet will accompany each reimbursement request submitted.
- The Contractor agrees to make all records available to Military Department staff, upon request.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

**ADDITIONAL AGREEMENT PROVISIONS AND WORKSHEET**  
**For Compliance With The**  
**Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

**ADDITIONAL PROVISIONS**

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD or by the Federal Contractor Registry (CCR). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account

information for payment purposes and a link to D&B for maintaining current DUNS information, [www.ccr.gov](http://www.ccr.gov). WMD encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

## WORKSHEET

<b>Subrecipient Agency:</b>				
<b>Grant and Year:</b>		<b>Agreement Number:</b>		
<b>Completed by:</b>				
<u>                    </u> <i>Name</i>	<u>                    </u> <i>Title</i>	<u>                    </u> <i>Telephone</i>		
<b>Date Completed:</b>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

## WORKSHEET

<b>Subrecipient Agency:</b>				
<b>Grant and Year:</b>		<b>Agreement Number:</b>		
<b>Completed by:</b>				
<u>                    </u> <i>Name</i>	<u>                    </u> <i>Title</i>	<u>                    </u> <i>Telephone</i>		
<b>Date Completed:</b>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

<b>FRYELANDS BLVD GRIND AND OVERLAY</b>					
	length =	1100 ft			
	width =	27 ft. ave			
Item #	Item Description	QUANTITY	UNIT	UNIT PRICE	TOTAL
THIS SEGMENT WILL GRIND AND OVERLAY APPROXIMATELY 1100 LF OF FRYELANDS BLVD NORTHBOUND LANES FROM THE END OF THE SIDEWALK NORTH OF 146TH TO THE NORTH SIDE OF TYE STREET. ONE ADA RAMPS NEEDS TO BE UPGRADED.					
<b>PREPARATION</b>					
1	MOBILIZATION	1	L.S.	\$6,131.67	\$6,131.67
<b>HOT MIX ASPHALT</b>					
2	PLANING BITUMINOUS PAVEMENT	3,300	S.Y.	\$4.00	\$13,200.00
3	HMA CL. 1/2 IN. PG 64-22; 2" thick	413	TON	\$80.00	\$33,073.33
4	ASPHALT PRICE ADJUSTMENT	413	EST.	\$1.00	\$413.00
<b>EROSION CONTROL AND PLANTING</b>					
5	ESC LEAD	7	DAY	\$100.00	\$700.00
6	STREET CLEANING	14	HR	\$150.00	\$2,100.00
7	INLET PROTECTION	4	EACH	\$120.00	\$480.00
<b>TRAFFIC</b>					
8	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	1	EACH	\$2,600.00	\$2,600.00
9	PAINT LINE	1,100	L.F.	\$0.75	\$825.00
10	PLASTIC TRAFFIC ARROW	1	EACH	\$370.00	\$370.00
11	PLASTIC WIDE LINE	150	L.F.	\$4.00	\$600.00
12	PLASTIC CROSSWALK LINE	0	S.F.	\$6.80	\$0.00
13	PLASTIC STOP LINE	0	L.F.	\$10.00	\$0.00
14	RAISED PAVEMENT MARKER TYPE 1	0.83	HUND	\$1,020.00	\$846.60
15	RAISED PAVEMENT MARKER TYPE 2	0.28	HUND	\$850.00	\$238.00
16	PERMANENT SIGNING	0	L.S.	\$3,360.00	\$0.00
17	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$4,000.00	\$4,000.00
18	TRAFFIC CONTROL SUPERVISOR	1	L.S.	\$1,000.00	\$1,000.00
19	CONSTRUCTION SIGNS CLASS A	20	S.F.	\$20.00	\$400.00
20	EMERGENCY TRAFFIC CONTROL	1,600	EST.	\$1.00	\$1,600.00
<b>OTHER ITEMS</b>					
21	ROADSIDE CLEANUP	3,000	EST.	\$1.00	\$3,000.00
22	MINOR CHANGE	10,000	CALC	\$1.00	\$10,000.00
23	SPCC PLAN	1	L.S.	\$1,200.00	\$1,200.00
		<b>Total</b>			<b>\$82,777.61</b>
	CONTINGENCY	1	EA	10.00%	\$8,277.76
		<b>Total</b>			<b>\$91,055.37</b>
	DESIGN	1	EA	7.50%	\$6,208.32
	CONSTRUCTION ENGINEERING	1	EA	7.50%	\$6,208.32
	<b>TOTAL</b>				<b>\$103,472.01</b>

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above <b>City of Monroe</b>	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Municipal</b>	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>806 W. Main St.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Monroe, WA 98272</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
9	1	-	6	0	0	1	4	6	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME City of Monroe		Doing business as (DBA)	
ADDRESS 806 W. Main St. Monroe, WA 98272	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 315-000-026	Federal Employer Tax Identification #: 91-6001464
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: Brad Feilberg, Public Works Director

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION City of Monroe	DATE SUBMITTED
PROJECT DESCRIPTION Emergency Management Performance Grant	CONTRACT NUMBER E12-333

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Robert G. Zimmerman	Mayor 1/10 - 12/13

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Robert G. Zimmerman	Mayor

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Brad Feilberg	Public Works Director

**MONROE CITY COUNCIL**

***Agenda Item Cover Sheet***

<b>TITLE:</b>	<i>Ordinance Repealing Ordinance #018/2012/1<sup>st</sup> &amp; Final Reading</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
9/4/12	Public Works		Brad Feilberg	<b>Consent Agenda #3</b>

<b>COUNCIL GOAL:</b>	<i>(if applicable)</i>
<b>OBJECTIVE:</b>	

**Discussion:**

**Public Hearing – Plan. Com.:**

**Public Hearing – Council:**

**First Reading:**

**Attachments:**           A. Proposed Ordinance

**DESCRIPTION/BACKGROUND**

**IMPACT – BUDGET**

**IMPACT – SERVICE DELIVERY**

**TIME CONSTRAINTS**

**RECOMMENDED ACTION**

- A. Motion to set aside Council Rules of Procedure, and allow 1<sup>st</sup> and Final reading on proposed ordinance.
- B. Motion to adopt as first and final reading Ordinance #019/2012 repealing Ordinance #018/2012.

**ALTERNATIVES TO STAFF RECOMMENDATION**

**ORDINANCE NO. 019/2012**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, REPEALING ORDINANCE NO. 018/2012; PROVIDING FOR SEVERABILITY; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

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WHEREAS, on July 10, 2012, the Monroe City Council adopted Ordinance No. 018/2012, reclassifying from Limited Open Space (LOS) to General Commercial (GC) the Comprehensive Plan land use designation of certain property located north of US-2 near the eastern city limits, commonly known as the East Monroe Area, as well as enacting various Comprehensive Plan textual amendments in support of said reclassification; and

WHEREAS, the City Council's adoption of Ordinance No. 018/2012 occurred during the pendency of an administrative appeal concerning the adequacy of the SEPA Environmental Impact Statement (EIS) for the East Monroe Area reclassification; and

WHEREAS, on July 23, 2012, the City of Monroe Hearing Examiner ruled that the EIS was inadequate as a matter of law; and

WHEREAS, the City Council has opted not to appeal the Hearing Examiner's decision, and instead desires to repeal Ordinance No. 018/2012;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Repealer. Ordinance No. 018/2012 is hereby repealed in its entirety.

Section 2. Copy to Department. A courtesy copy of this ordinance will be transmitted to the Washington State Department of Commerce.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court or tribunal of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 4th day of September, 2012

1<sup>st</sup> Reading: 9/4/12  
2<sup>nd</sup> Reading: Waived  
Published: 9/11/12  
Effective: 9/16/12

CITY OF MONROE, WASHINGTON:

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Robert Zimmerman, Mayor

ATTEST/AUTHENTICATED:

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Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM:

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J. Zachary Lell, City Attorney

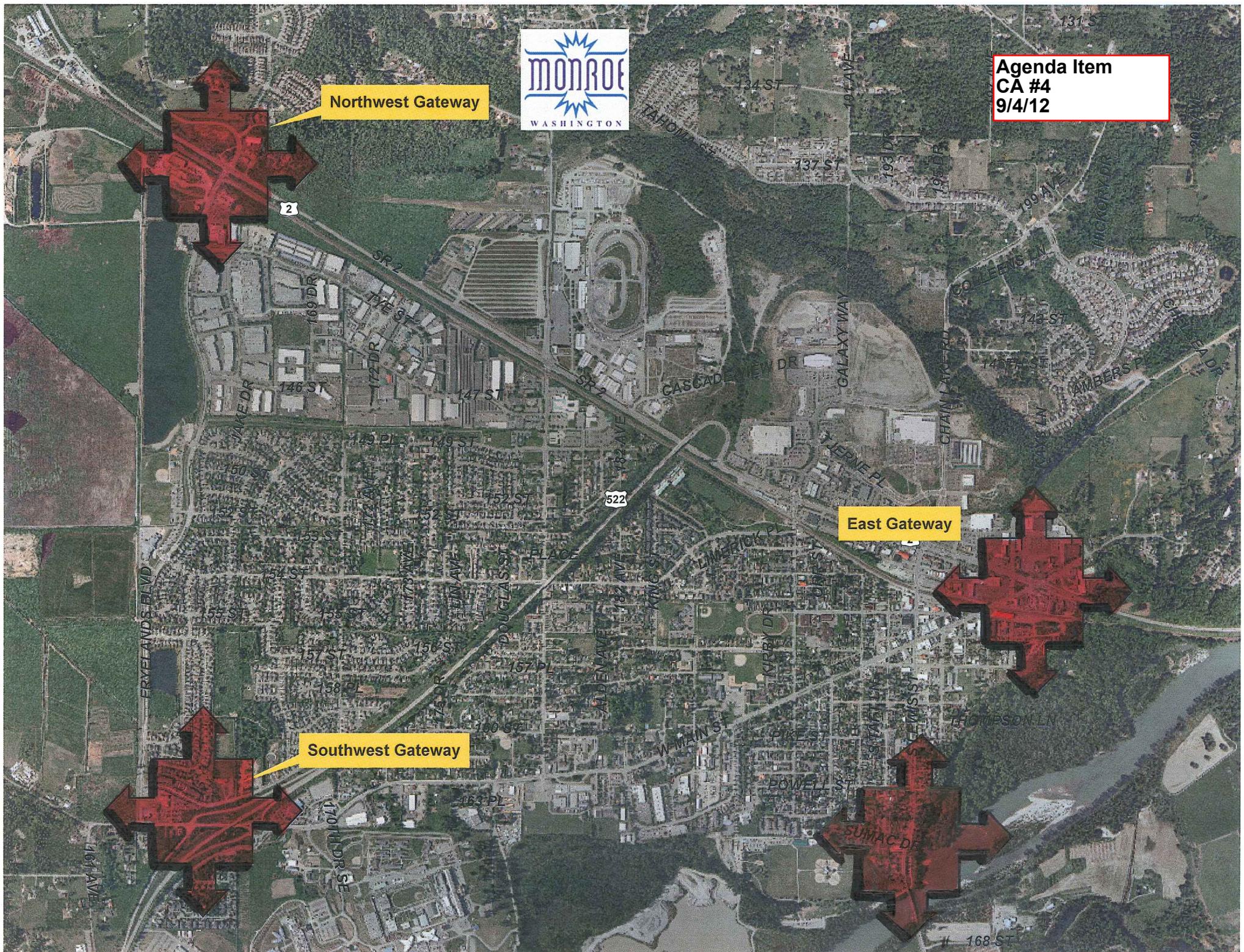


**Agenda Item  
CA #4  
9/4/12**

**Northwest Gateway**

**East Gateway**

**Southwest Gateway**



**MONROE CITY COUNCIL**

*Agenda Item Cover Sheet*

<b>TITLE:</b>	<i>Adopt 2013 Comprehensive Plan Amendment Schedule</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
9/4/12	Public Works/ Planning		Paul Popelka	<b>Consent Agenda #4</b>

<b>COUNCIL GOAL:</b>	<i>(if applicable)</i>
<b>OBJECTIVE:</b>	

**Discussion:** 8/14/2012  
**Public Hearing – Plan. Com.:**  
**Public Hearing – Council:** 8/21/12  
**First Reading:**

**Attachments:** 1. Gateway Districts Map

**DESCRIPTION/BACKGROUND**

The purpose of this meeting is for Council direction to proceed with consideration of the 2013 Comprehensive Plan Docket summarized below.

RCW 36.70A (Growth Management) requires continuing review and evaluation of the City’s Comprehensive Plan and “compiling and maintaining a list of suggested changes to the comprehensive plan or development regulations in a manner that will ensure such suggested changes will be considered by the county or city and will be available for review by the public”(RCW 36.70A.470).

No citizen-initiated Comprehensive Plan amendments were submitted for consideration in the 2013 amendment cycle. City Council reviewed potential City-Initiated amendments on August 14, and held a public hearing on August 21. There was no public testimony at the hearing. Following is a brief description of each suggested amendment.

**CITY-INITIATED AMENDMENTS**

**CPA2013-A Comprehensive Plan Text Amendments**

Staff proposes to review all Comprehensive Plan elements to improve consistency and clarification of language throughout the document. This work will directly support on-going work for the 2015 update. These amendments include but are not limited to:

- Having a consistent description of Monroe in the Comprehensive Plan and the various system plans.
- Updating table data to reflect the 2010 census
- Amend vision statement contained in the Comprehensive Plan to resolve the tension between “changing” and “reshape” and “maintain the character”.
- Remove land use regulations that belong in the Monroe Municipal Code from the Comprehensive Plan (e.g. airport overlay zones).
- Removing suggested actions that we have completed (e.g. critical area regulations, transportation system plan, etc.)

**CPA2013-B City Gateway Districts**

Staff proposes to incorporate the 2012 amendment for West Monroe Subarea Land Use Study into this City Gateway Districts amendment and include subarea planning for the east, west, southwest and south gateways to the City (see Attachment 1 mapping). This effort would include analysis of existing conditions and plans for improving gateway areas, consideration of establishing gateway overlay zoning, and policies that lead to updating zoning code regulations. Gateway plans could include improved access/circulation, permitted uses, community recognition and business signage, landscaping and streetscape elements, and possibly some limited design standards for properties within the defined gateway districts.

**CPA2013-C System Plan Updates**

Staff proposes to review and update the water, sanitary sewer, stormwater, and transportation system plans with current inventories, capital projects, and usage statistics.

**CPA2013-D School Mitigation Fees**

Most school mitigation fees in Snohomish County are 50% of the school district Capital Facilities Plan. However, the Monroe City Council has set the Monroe School Mitigation Fee at 75%; in order to encourage residential development within the City of Monroe, it is suggested that the City of Monroe discount be set at 50% of the base impact fee. This discount is consistent with other jurisdictions in Snohomish County.

**IMPACT – BUDGET**

**IMPACT – SERVICE DELIVERY**

Dedication of staff time to amendments.

**TIME CONSTRAINTS**

Comprehensive Plan amendments may only be approved once each year. The 2013 review process, in accordance with Resolution 2012-020 (Comprehensive Plan Amendment Procedures), calls for completion of the Comprehensive Plan Amendments by July 2013.

The amendment for School Mitigation Fees will be completed within the City budget process and timetable. The projected schedule for processing the amendments follows:

CPA2013-A Comprehensive Plan Text Amendments	
Planning Commission Recommendation	January 14, 2013
CPA2013-B City Gateway Districts	
Planning Commission Recommendation	May 13, 2013
CPA2013-C System Plan Updates	
Planning Commission Recommendation	January 28, 2013
CPA2013-D School Mitigation Fees	
Planning Commission Recommendation	October 8, 2012

Motion to proceed with consideration of the following 2013 Comprehensive Plan Docket and projected schedule:

1. CPA2013-A Comprehensive Plan Text Amendments
2. CPA2013-B City Gateway Districts
3. CPA2013-C System Plan Updates
4. CPA2013-D School Mitigation Fees

## **ALTERNATIVES TO STAFF RECOMMENDATION**

**MONROE CITY COUNCIL**

***Agenda Item Cover Sheet***

<b>TITLE:</b>	<i>Resolution Adopting a Cost Allocation Plan for Interfund Services &amp; Expenses</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
9/4/12	Finance	Finance Committee	Dianne Nelson	<b>New Business #1</b>

<b>COUNCIL GOAL:</b>	<i>(if applicable)</i>
<b>OBJECTIVE:</b>	

**Discussion:**

**Public Hearing – Plan. Com.:**

**Public Hearing – Council:**

**First Reading:**

**Attachments:**            1. Proposed Resolution

**DESCRIPTION/BACKGROUND**

In 2010 the State Auditor’s Office (SAO) conducted a performance audit of 8 municipalities on their practices for overhead costs charged to other funds. Monroe was one of the cities selected by the SAO for this audit. The SAO now requires entities to formally adopt a cost allocation plan by the legislative body. To comply with this, attached is a resolution and cost allocation plan. This plan has been reviewed by the Finance Committee.

The overhead costs include such items as administrative costs, legal fees, information technology, human resources, accounting, fleet/equipment and facility maintenance. Direct costs are allocated directly to the department/fund that benefit from the costs. Indirect costs are allocated per the attached plan. This plan will be incorporated as part of the annual budget process.

**IMPACT – BUDGET**

**IMPACT – SERVICE DELIVERY**

**TIME CONSTRAINTS**

**RECOMMENDED ACTION**

Motion to approve Resolution #2012/025 adopting a Cost Allocation Plan for Interfund Services & Expenses.

**ALTERNATIVES TO STAFF RECOMMENDATION**

**RESOLUTION NO. 2012/025**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MONROE, WASHINGTON, ADOPTING A COST ALLOCATION  
PLAN FOR INTERFUND FEES.

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WHEREAS, the state auditor's office conducted a performance audit that included the City of Monroe regarding overhead costs charged to other funds; and

WHEREAS, resulting from the performance audit the state auditors now recommend formal adoption of a Cost Allocation Plan for Interfund Fees; and

WHEREAS, the City Council of the City of Monroe wishes to demonstrate good stewardship of public funds and compliance with accepted accounting standards; NOW, THEREFORE;

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
MONROE AS FOLLOWS:

Section 1. Adoption of Cost Allocation Plan. The Cost Allocation Plan attached as Exhibit A to this resolution is hereby adopted as the official financial overhead cost allocation plan for interfund fees for the City of Monroe.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED BY THE MONROE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 4<sup>th</sup> DAY OF SEPTEMBER, 2012.

CITY OF MONROE, WASHINGTON

EFFECTIVE: See Section 2

\_\_\_\_\_  
Robert G. Zimmerman, Mayor

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
J. Zachary Lell, City Attorney

\_\_\_\_\_  
Eadye Martinson, Deputy City Clerk

## EXHIBIT A

### Cost Allocation Plan for the City of Monroe

The City of Monroe (hereinafter referred to as “the City”) desires to comply with all laws and State Auditor recommendations in calculating and receiving full cost recovery for services rendered from one fund to another.

Cost allocation is a method to identify and distribute indirect costs. Direct costs are costs assignable to a specific objective, whereas indirect costs are costs incurred for multiple cost objectives or otherwise not assignable to a specific cost objective without effort disproportionate to the benefit received.

The Washington State Auditor’s Office prescribes the accounting and reporting requirements for local governments in the State of Washington under Chapter 43.09 of the Revised Code of Washington (RCW). Washington State law provides, at RCW 43.09.210:

Separate accounts shall be kept for each department, public improvement, undertaking, institution, and public service industry under the jurisdiction of every taxing body. All service rendered by, or property transferred from, one department, public improvement, undertaking, institution, or public service industry receiving the same, and no department, public improvement, undertaking institution, or public service industry shall benefit in any financial manner whatever by an appropriation of fund made for the support of another.

The RCW does not specifically address how “full value” is to be determined.

With respect to reimbursement from the City’s utility budget, RCW 35A.33.122 states:

**Administration, oversight, or supervision of utility – Reimbursement from utility budget authorized.**

Whenever any code city apportions a percentage of the city manager’s, administrator’s, or supervisor’s time, or the time of other management or general government staff, for administration, oversight, or supervision of a utility operated by the city, or to provide services to the utility, the utility budget may identify such services and budget for reimbursement of the city’s current expense fund for the value of such services.

### Allocated Costs

#### General Fund Service Costs – Administrative, Legal, and Financial

The City has identified a variety of ways to identify and determine an appropriate percentage of costs for allocation to various using funds. These ways include:

- Number of employees (FTE's) in each fund
- Total operating expenses (dollar amounts) in each fund (not including debt service and capital improvements)
- Total number of transactions attributable to each fund
- What percentage of Finance Department time is directly attributable to utility billing
- A blend of one or more of the above cost drivers may be used.

The following is the plan to allocate General Fund Service costs to the various funds that utilize those services:

1. Identify the General Fund costs to be allocated.
2. On an annual basis during the budget process, the Finance Department will compile the numbers from the above mentioned ways to determine the appropriate percentages to use in allocating the General Fund costs to be allocated to various funds. An average percentage rate will then be determined.
3. Allocate the General Fund Administrative, Legal, and Financial Services costs on a monthly basis as services are rendered.
4. In January of each year the Finance Department will calculate the actual amounts of the previous year's cost allocations and adjust the amounts from budgeted estimates to actual costs in the previous year's expenditures and revenues.\*
5. Maintain thorough, consistent and clear documentation.
6. The cost drive method assigned at the beginning of the year cannot be changed during the year except through a budget amendment.

\*Overhead expenses will be allocated only after the services in question have actually been provided.

### Information Services Costs

Information service purchases or expenses incurred that can be directly attributed to a specific department or fund will be directly allocated. For all other costs, a point system will be assigned to each department or fund for the amount of equipment, computers, printers, phones, etc. that each owns. An average percentage rate will then be determined.

### Equipment and Fleet Costs

Equipment and Fleet purchases or expenses incurred that can be directly attributed to a specific department or fund will be directly allocated. For all other costs, a percentage of ownership and usage system will be established. The amount of fuel consumed, maintenance and repair of fleet items and the associated costs will be based upon this percentage rate.

### Facility Costs

Facility expenses incurred that can be directly attributed to a specific department or fund will be directly allocated. For all other costs, the square footage of occupied facility space for each department or fund will be assigned. An average percentage rate will then be determined.

**Draft**

Agenda Item  
Admin Rpt #1  
9/4/12

**AGENDA  
MONROE CITY COUNCIL**

**September 11, 2012**

**7:00 P.M.**

**City Council Chambers**

**CALL TO ORDER; ROLL CALL; PLEDGE OF ALLEGIANCE**

**COMMENTS FROM CITIZENS:**

This time is set aside for you to speak to the City Council on any issue **except any quasi-judicial matter subject to a public hearing (citizens wanting to voice concerns about quasi-judicial matters must do so during the public hearing process). Those items are marked with an \*.** You are welcome to address the council on any other subject. (You must sign in before the meeting starts and give your request to the City Clerk).

**Please limit your time to 5 minutes.**

**BUSINESS & ACTION ITEMS:**

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON  
OTHER ITEMS NOT LISTED ON THIS AGENDA**

**RECESS MEETING & RECONVENE IN STUDY SESSION prior to 8:00 PM.** (Council may extend discussion on Action Items beyond 8:00 p.m. by majority vote.)

**STUDY SESSION TOPICS:**

1. **TENTATIVE** - Discussion: Residential Fire Sprinklers
- 2.
3. Department Reports
4. Draft Agenda for September 18, 2012

**ADJOURN** (Council may extend meeting past 10:00 p.m. by majority vote.)

No final decisions can be made during the Study Session portion of the meeting. Decisions on Study Session issues will be scheduled for a regular or special Council meeting; provided however, the City Council may give notice before the recess that action might be taken immediately following the close of the Study Session.

Accommodations for people with disabilities will be provided upon request. Please call City Hall at (360) 794-7400. Please allow one-week advance notice.