

**MONROE CITY COUNCIL**  
**Regular Business Meeting**  
**March 10, 2020, 7:00 P.M.**

**Council Chambers, City Hall**  
**806 W Main Street, Monroe, WA 98272**

**Mayor:** Geoffrey Thomas

**Councilmembers:** Ed Davis, Mayor Pro Tem; Patsy Cudaback; Jason Gamble;  
Kevin Hanford; Jeff Rasmussen; Kirk Scarboro; and Heather Rousey

**AGENDA**

Call To Order

Roll Call

Pledge Of Allegiance

1. Councilmember Davis

Announcements And Presentations

1. Proclamation: Women's History Month – March 2020 (Mayor Thomas)

Documents:

[20200310\\_AP1\\_Proclamation Womens History Month 2020\\_\(PDF\).pdf](#)

Public Comments

[This time is set aside for members of the public to speak to the City Council on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. **Please sign in prior to the meeting; three minutes will be allowed per speaker.**]

Consent Agenda

1. Approval of the Minutes: February 11, February 18, and February 25, 2020, Regular Meetings

Documents:

[20200310\\_CA1\\_MCC Minutes 20200211\\_\(PDF\).pdf](#)

[20200310\\_CA1\\_MCC Minutes 20200218\\_\(PDF\).pdf](#)

[20200310\\_CA1\\_MCC Minutes 20200225\\_\(PDF\).pdf](#)

2. Approval of AP Checks and ACH Payments

Documents:

[20200310\\_CA2\\_AP Checks\\_ACH Payments\\_\(PDF\).pdf](#)

3. Approval of Payroll Warrants and ACH Payments

Documents:

[20200310\\_CA3\\_AAA FORM PAYROLL WARR APPROVAL\\_\(PDF\).pdf](#)

4. AB20-039: Award Bid/Authorize Mayor to Sign Contract with Rodarte for Adams Lane Utility Replacement Project

Documents:

[AB20-039\\_Award Bid\\_Authorize Signature Adams Lane Utility Replacement Project\\_\(PDF\).pdf](#)

5. AB20-040: Authorize Mayor to Sign 2020 Concessionaire Agreement

Documents:

[AB20-040\\_2020 Concessionaire Agreement\\_\(PDF\).pdf](#)

6. AB20-041: Confirmation of Proclamation of Emergency (COVID-19)

Documents:

[AB20-041\\_Confirmation of Proclamation of Emg\\_\(PDF\).pdf](#)

7. AB20-042: Approval of City Council Legislative Committee 2020 Work Plans

Documents:

[AB20-042\\_Approve 2020 Committee Work Plans\\_\(PDF\).pdf](#)

8. AB20-043: Resolution No. 004/2020, Authorizing Recreation and Conservation Office (RCO) Grant Application for East Monroe Site

Documents:

[AB20-043\\_RES 004 2020\\_RCO Grant App\\_E Monroe Site\\_\(PDF\).pdf](#)

9. AB20-044: Ordinance No. 002/2020, Amending MMC 2.40, Legal Representation; Final Reading

Documents:

[AB20-044\\_ORD 002 2020\\_Amend MMC 2.60\\_Legal Representation\\_\(PDF\).pdf](#)

## New Business

1. AB20-045: Confirmation of Vision 2050 Sounding Board Member Appointments (D. Knight, City Administrator)

Documents:

[AB20-045\\_Confirmation V2050 Sounding Board Members\\_\(PDF\).pdf](#)

2. AB20-046: Authorize Transfer from General Fund to Information Technology Fund for Additional IT Contract Services (B. Warthan, Human Resources Director)

Documents:

## Councilmember Reports

### 1. Public Safety Committee Update (Councilmember Davis)

Documents:

[20200310\\_CR1\\_PS Agenda 030320\\_\(PDF\).pdf](#)

## Staff/ Department Reports

### 1. Parks and Recreation Update (M. Farrell, Parks & Recreation Director)

Documents:

[20200310\\_DR1\\_PR Update\\_\(PDF\).pdf](#)

### 2. Police Department (J. Jolley, Police Chief)

Documents:

[20200310\\_DR2\\_PD Update\\_\(PDF\).pdf](#)

### 3. Public Works (B. Feilberg, Public Works Director)

Documents:

[20200310\\_DR3\\_PW Update\\_\(PDF\).pdf](#)

## Mayor/ Administrative Reports

### 1. City Administrator Update (D. Knight, City Administrator)

### 2. Mayor's Update/Monroe This Week (Volume 6, Edition 9)(Mayor Thomas)

<https://www.monroewa.gov/ArchiveCenter/ViewFile/Item/2777>

## Executive Session

*If needed.*

### 1. Pricing of Property [RCW 42.30.110(10)(c)] – 10 minutes

## 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

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



# Proclamation

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, in 1987, Congress passed Public Law 100-9, designating March as Women's History Month; and

WHEREAS, the 2020 Women's History Month theme is "Valiant Women of the Vote," honoring the brave women who fought to win suffrage rights for women, and for the women who continue to fight for the voting rights of others; and

WHEREAS, International Women's Day, celebrated each year during Women's History Month, is a global recognition of the important progress women have made towards equality; and

WHEREAS, let's pause as a community to pay tribute to the women who strengthen and enrich our society through civic action, devotion to family, tireless dedication to community, innovation, peace, and prosperity; and

WHEREAS, within Monroe there are a wide array of women in leadership roles; and their successes, contributions, and leadership are vital to the economic growth and well-being of our community.

NOW THEREFORE, I, Geoffrey Thomas, do hereby recognize the month of March 2020, as

## WOMEN'S HISTORY MONTH

and encourage Monroe's residents and businesses to learn about, and celebrate, women's history.

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Geoffrey Thomas, Mayor

**CALL TO ORDER, ROLL CALL, AND PLEDGE**

The February 11, 2020, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Cudaback, Davis, Gamble, Hanford, Rousey, and Scarboro.

Staff members present: Farrell, Feilberg, Hasart, Jolley, Knight, Peterson, Pfister, Swanson, and Warthan; and City Attorney Lell.

Mayor Thomas noted, without objection, the excused absence of Councilmember Rasmussen. No objections were noted.

The Pledge of Allegiance was led by Scout Pack 148.

**SPECIAL ORDERS OF THE DAY**

1. Homelessness Policy Advisory Committee (HPAC) Member Recognition  
*(item added at the time of the meeting)*

Mayor Thomas presented Mr. Todd Strickler, HPAC Member, a certificate of appreciation and a Mayor's Coin for his participation on the Committee. Mr. Strickler was not able to attend the January 30, 2020, HPAC meeting when other Committee members were recognized.

2. Proclamation: Black History Month

Mayor Thomas issued a proclamation recognizing February 2020 as Black History Month.

**ANNOUNCEMENTS/PRESENTATIONS**

1. AB20-022: Appointment to the Planning Commission

Mayor Thomas provided background information on AB20-022 and reviewed the recruitment and interview process.

Councilmember Rousey moved to confirm the Mayor's appointment of Elizabeth Nugent to the Planning Commission; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

Mayor Thomas administered the Oath of Office for Ms. Nugent.

**PUBLIC COMMENTS**

There were no persons present wishing to speak during Public Comments.

**EXECUTIVE SESSION**

1. Potential Litigation [RCW 42.30.110(1)(i)] – 10 minutes

Mayor Thomas noted the need for an executive session for approximately ten minutes to discuss potential litigation [RCW 42.30.110(1)(i)] and read the appropriate citation into the record.

The meeting recessed into executive session at 7:10 p.m. and the meeting reconvened to regular session at 7:20 p.m.

**CONSENT AGENDA**

1. Approval of the Minutes: November 19, 2019, Study Session; December 3, 2019, Study Session; December 10, 2019, Business Meeting
2. Approval of AP Checks and ACH Payments (*Check Nos. 90768 through 90900, P-Card, EFT, and ACH Payments, in a total amount of \$2,298,576.32*)
3. Approval of Payroll Warrants and ACH Payments (*Check Nos. 36164 through 36168, Direct Deposits, ACH AP Payments, and HSA Funding, in a total amount of \$1,358,332.90*)
4. AB20-007: Municipal Court Assessment Contract Award
5. AB20-008: Accept Project/Begin Lien Period for Cascade View Drive Water Main Project
6. AB20-009: Accept Project/Begin Lien Period for 132nd Street Water Main Project
7. AB20-010: Accept Project/Begin Lien Period for 182nd Avenue Water Main Project
8. AB20-011: Authorize Mayor to Sign Supplement Agreement No. 5 with WH Pacific for Chain Lake Road Phase 2a, Civil and Structural Design Services
9. AB20-012: Interagency Agreement with Washington State Parks and Recreation Commission for the River Interpretive and Wayfinding Signage Project
10. AB20-013: 2020 Skyhawks Sports Camps Agreement
11. AB20-014: Authorize Preparation of Plans and Specifications/Solicitation of Bids for Construction (2020 Capital Improvement Projects)
12. AB20-015: Accept E2SHB 1923 Grant Funding to Address Housing Affordability and Authorize the Mayor to Sign Department of Commerce Agreement to Adopt a Housing Action Plan
13. AB20-016: Interagency Agreement with the Arlington Municipal Airport

Councilmember Gamble moved to approve the consent agenda; the motion was seconded by Councilmember Hanford. On vote,

Motion carried (6-0).

**NEW BUSINESS**

1. AB20-026: Authorize the Mayor to Sign an Interlocal Agency Agreement with the Cities of Lake Stevens and Sultan for a Court Assessment Study

Ms. Deborah Knight, City Administrator, provided background information on AB20-026 and reviewed policy considerations.

Discussion ensued regarding: proportional costs; scope of work; alternatives; community court; and wrap-around services.

Councilmember Cudaback moved to authorize the Mayor to sign an Interlocal Agreement with the Cities of Lake Stevens and Sultan for a Court Assessment Study; the motion was seconded by Councilmember Scarboro. On vote,

Motion carried (6-0).

2. AB20-027: Park Capital Bond Election Ordinance – First and Final Reading

Ms. Becky Hasart, Finance Director, provided background on AB20-027 and reviewed discussion and Council direction from the February 4, 2020, Council meeting.

Councilmember Scarboro moved to waive Council Rules of Procedure requiring two readings of an ordinance; the motion was seconded by Councilmember Cudaback. On vote,

Motion carried (6-0).

Councilmember Gamble moved to adopt Ordinance 001/2020, an ordinance of the City of Monroe, Washington, providing for the submission to the voters of the City at a special election to be held on April 28, 2020, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing park and recreation acquisitions and improvements, in the principle amount of not to exceed \$8,155,000, payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes; the motion was seconded by Councilmember Hanford. On vote,

Motion carried (6-0).

3. AB20-028: Authorize Mayor to Sign Professional Services Agreement with Strategies360 for Park Bond Services

Ms. Hasart provided background information on AB20-028; briefed Council on Strategies360's 2019 digital education campaign related to the Monroe specific projects associated with the East County Parks and Recreation District's (ECPRD) bond measure; and reviewed the scope of services to be provided by Strategies360 for the upcoming educational campaign.

Councilmember Hanford moved to authorize the Mayor to sign the Professional Services Agreement with Strategies360 to provide parks bond services in an amount not to exceed \$6,000; and expressly authorize further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Davis. On vote,

Motion carried (6-0).

4. AB20-029: Revise Position Classification of Building Inspector

Mr. Ben Warthan, Human Resources Director, provided background information on AB20-029; and briefed Council on efforts done in the recruitment process since the previous building inspector retired and costs associated with consultants and contractors.

Councilmember Cudaback moved to authorize new market pay adjustment for the Building Inspector position; the motion was seconded by Councilmember Hanford. On vote,

Motion carried (6-0).

**COUNCILMEMBER REPORTS**

1. City Council Finance/Human Resources Committee

Councilmember Gamble provided a Finance/Human Resources Committee update.

2. City Council Public Safety Committee

Councilmember Davis provided a Public Safety Committee update.

3. Individual Councilmember Updates

Councilmember Rousey reported that she provided testimony supporting the Forward Washington bill in Olympia on February 5, 2020.

Councilmember Hanford thanked staff for their efforts during the recent flooding event.

Councilmember Gamble commented on the Monroe Public Schools Foundation Auction that supports Sky Valley kids.

**STAFF/DEPARTMENT REPORTS**

1. Parks and Recreation Update

Mr. Mike Farrell, Parks and Recreation Director, gave a department update highlighting the following topics: January snow storm; relocating Japanese birch trees; Park Board update; Lake Tye all-weather turf project; living Christmas tree donation; park flooding; HGTV photo shoot; Jayme Biendl 5k; and unmarked trail inspections.

2. Police Update

Chief Jolley gave a department update highlighting the following topics: significant cases/events; department statistics; community outreach; community events; fireworks complaints; and new department graphics for vehicles and uniforms.

3. Finance Update

Ms. Hasart referred Council to the materials included in the packet and noted the delay in report production due to the annual closeout process.

4. Public Works Update

Mr. Brad Feilberg, Public Works Director, noted the materials provided in the agenda packet; reported on incidents related to the recent flooding events; and commented on recent and upcoming training events.

Mayor Thomas thanked staff for their efforts during the recent flooding events.

**MAYOR/ADMINISTRATIVE REPORTS**

1. City Administrator Update

Ms. Knight thanked staff for their efforts during the recent flooding and storm events; and commented on the following topics: AWC City Action Days; potential Sky Valley Mayors meetings; HB 2625, relating to parks funding; and work done by Strategies360 during the current legislative session.

2. Mayor's Update/Monroe This Week (*Volume 6, Edition 5*)

Mayor Thomas noted the Monroe This Week included in the packet materials and commented on the following topics: representing in Olympia with the Fix US2 Coalition, and testifying in support of the Forward Washington bill; Coffee with the Mayor; meeting with Pastor Hanford to discuss homelessness; and scheduling of quarterly meetings with councilmembers.

**EXECUTIVE SESSION**

1. Property Acquisition [RCW 42.30.110(1)(b)] – 5 minutes

Mayor Thomas noted the need for an executive session for approximately five minutes to discuss property acquisition [RCW 42.30.110(1)(b)] and read the appropriate citation into the record.

The meeting recessed into executive session at 8:13 p.m.; was extended for an additional twenty minutes; and reconvened at 8:38 p.m.

Ms. Knight reviewed the extended agenda.

Councilmember Gamble noted that he will be absent from the March 10, 2020, City Council Regular Business Meeting.

Mayor Thomas noted that he will be absent from the March 3, 2020, City Council Regular Study Session.

**ADJOURNMENT**

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

Motion carried (6-0).

**MEETING ADJOURNED: 8:40 p.m.**

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Geoffrey Thomas, Mayor

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Elizabeth M. Adkisson, MMC, City Clerk

*Minutes approved at the Regular Business Meeting of March 10, 2020.*

DRAFT

**CALL TO ORDER, ROLL CALL, AND PLEDGE**

The February 18, 2020, Regular Study Session of the Monroe City Council was called to order by Mayor Thomas at 7 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Cudaback, Davis<sup>1</sup>, Gamble, Hanford<sup>2</sup>, Rasmussen, Rousey, and Scarboro.

Staff members present: Hasart, Jolley, Knight, and Pfister.

The Pledge of Allegiance was led by Councilmember Gamble.

**PUBLIC COMMENTS**

An anonymous person spoke regarding traffic concerns and potential calming solutions (signal/roundabout) near “The Farm.”

The following person spoke regarding homelessness and vagrancy: Mr. Phil Cane.

**COUNCILMEMBER REPORTS**

1. Legislative Affairs Committee Update

Councilmember Hanford, Committee Chair, reported on the February Legislative Affairs Committee Meeting.

**STAFF/DEPARTMENT REPORTS – NONE.**

**MAYOR/ADMINISTRATIVE REPORTS**

1. City Administrator Update

Ms. Deborah Knight, City Administrator, reviewed the extended agenda.

2. Mayor’s Update/Monroe This Week (*February 14, 2020, Volume 6, Edition 6*)

Mayor Thomas noted the Monroe This Week included in the packet materials and reported on community service projects led by Ahmadiyya Muslim Community to help beautify City parks.

Council briefly discussed the May 21, 2020, Sky Valley Meeting of Elected Officials.

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<sup>1</sup> CLERK’S NOTE: Councilmember Davis arrived at approximately 7:04 p.m.

<sup>2</sup> CLERK’S NOTE: Councilmember Hanford arrived at approximately 7:01 p.m.

**DISCUSSION ITEMS**

1. AB20-030: Homelessness Policy Advisory Committee (HPAC) Recommendations and Draft Implementation Plan

Ms. Knight acknowledged HPAC members in the attendance and thanked committee member and intern, Rachel Adams, for her work; and presented information detailing the Committee’s recommendations and highlighting the following areas: origin of HPAC; goals; members/staff participation; discovery; considerations; and next steps.

Ms. Knight reviewed the Committee’s six focus areas and the draft final report. Discussion ensued relating to the following topics: accountability; implementation plan and strategy; housing criteria; action plan; measurable goals; data; communication; and a collaborative approach with partners. This item will be brought back to Council for adoption in March.

**ADJOURNMENT**

There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Davis to adjourn the meeting. On vote,  
Motion carried (6-0).

**MEETING ADJOURNED: 8:35 p.m.**

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Geoffrey Thomas, Mayor

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Elizabeth M. Adkisson, MMC, City Clerk

*Minutes approved at the Regular Business Meeting of March 10, 2020.*

**CALL TO ORDER, ROLL CALL, AND PLEDGE**

The February 25, 2020, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Cudaback, Davis, Gamble, Hanford<sup>1</sup>, Rousey, Rasmussen, and Scarboro.

Staff members present: Adkisson, Feilberg, Hasart, Jolley, Knight, Peterson, and Warthan; and City Attorney Lell.

The Pledge of Allegiance was led by Councilmember Rasmussen.

Mayor Thomas noted the need to amend the agenda to add an item related to a consultant agreement with Strategies 360.

Councilmember Rousey moved to amend the agenda and add New Business Item No. 4, AB20-038, regarding an agreement with Strategies360; the motion was seconded by Councilmember Cudaback.  
On vote,

Motion carried (6-0).

**SPECIAL ORDERS OF THE DAY**

1. AB20-031: Recognition of Service: Sergeant Johnston

Police Chief Jeff Jolley recognized Sergeant Brian Johnston for his years of service; provided background information on his thirty-three year career with the Monroe Police Department; and presented him a Chief's Coin. Mayor Thomas presented Sergeant Johnston with a Mayor's Coin and thanked him for his years of service to the City of Monroe. Sergeant Johnston thanked the Mayor, City Council, City of Monroe, and greater community; and introduced family and friends in attendance.

**PUBLIC COMMENTS**

The following person spoke regarding Urban Growth Area expansion: Ms. Susan Davis.

**CONSENT AGENDA**

1. Approval of the Minutes: February 4, 2020, Regular Business Meeting
2. Approval of AP Checks and ACH Payments (*Check Nos. 90901 through 90945, P-Cards, PUD, B&O, and ACH Payments, in a total amount of \$436,655.93*)
3. AB20-032: Authorize Mayor to Sign Professional Services Agreement with Monroe Law for Social Worker Services
4. AB20-033: Accept the Washington State Department of Ecology Grant and Loan; and Authorize Mayor to Sign Agreement with Ecology for Blueberry Infiltration Project

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<sup>1</sup> CLERK'S NOTE: Councilmember Hanford arrived at approximately 7:08 p.m. during Special Orders of the Day.

5. AB20-034: Authorize Mayor to Sign Professional Services Contract with Anne Pflug, the Sole Proprietor of the Other Company, and Karen Reed of Karen Reed Consulting, LLC, in an amount not to exceed \$51,000 for a Municipal Court Assessment

Councilmember Rasmussen moved to approve the Consent Agenda; the motion was seconded by Councilmember Davis. On vote,

Motion carried (7-0).

**NEW BUSINESS**

1. AB20-035: Ordinance No. 002/2020, Amending MMC 2.40, Legal Representation; First Reading

Ms. Becky Hasart, Finance Director, provided background information on AB20-035, the proposed ordinance, and proposed amendments to Monroe Municipal Code 2.40, Legal Representation.

Councilmember Rasmussen moved to accept for first reading Ordinance No. 002/2020, amending Chapter 2.40 MMC Legal Representation; clarifying the scope of the City’s legal representation obligation for claims against City officials and employees; providing for severability; and establishing an effective date; the motion was seconded by Councilmember Cudaback. On vote,

Motion carried (7-0).

2. AB20-036: Resolution No. 002/2020: Adopting the Homelessness Policy Advisory Committee (HPAC) Recommendations

Ms. Deborah Knight, City Administrator, provided background information on AB20-036, the proposed resolution, and recommendations of the HPAC.

Councilmember Gamble moved to approve Resolution No. 002/2020 adopting the Homelessness Policy Advisory Committee (HPAC) recommendations; the motion was seconded by Councilmember Hanford.

Discussion ensued regarding concerns with HPAC recommendations and review by the City Council Public Safety Committee.

Councilmember Rousey moved to amend the main motion to include further direction to the City Council Public Safety Committee and to include proposed conditions to the HPAC recommendations; the motion was seconded by Councilmember Rasmussen.

Discussion ensued regarding the proposed conditions; review of the Public Safety Committee; and Council Rules of Procedure/Councilmember participation on legislative committees.

On vote, Amendment motion failed (1-6);  
Councilmembers Cudaback, Davis, Gamble, Hanford, Rasmussen, and  
Scarboro opposed.

On vote, Main motion carried (7-0).

Councilmember Hanford noted his resignation from the City Council 2020 Public Safety Committee, effective immediately.

Councilmember Hanford move to appoint Councilmember Rousey to the City Council 2020 Public Safety Committee; the motion was seconded by Councilmember Davis. On vote,

Motion carried (7-0).

*The meeting recessed from 7:41 p.m. to 7:43 p.m.*

3. AB20-037: Resolution No. 003/2020: Supporting a Capacity Study of US Highway 2 from State Route 9 to State Route 207 in Chelan County

Ms. Knight provided background information on AB20-037, the proposed resolution, and capacity study.

Councilmember Rasmussen moved to approve Resolution No. 003/2020, supporting funding a capacity study of US Highway 2 from State Route 9 to State Route 207 in Chelan County; the motion was seconded by Councilmember Cudaback. On vote,

Motion carried (7-0).

4. AB20-038: Authorize Mayor to Sign Agreement with Strategies 360 for Federal Government Relations Support

Ms. Knight provided background information on AB20-038, the proposed consultant agreement for federal government relations support, and related scope of work/fees.

Councilmember Hanford moved to authorize the Mayor to sign an agreement with Strategies 360 for federal government relations support in an amount not to exceed \$3,000; and expressly authorize further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (7-0).

## **COUNCILMEMBER REPORTS**

1. City Council Transportation/Planning, Parks and Recreation, & Public Works (P3) Committee Update

Councilmember Rousey reviewed the items discussed at the Tuesday, February 25, 2020, P3 Committee Meeting, including: 2020 Chair selection; confirmation of regular

meeting date/time; 2020 Committee Work Plan; WWTP Engineering Report Alternatives Review; and Urban Growth Area.

2. Individual Councilmember Updates

Councilmember Rousey commented on her quarterly meeting with Mayor Thomas.

Councilmember Hanford commented on the upcoming Economic Alliance of Snohomish County trip to Washington DC in September 2020 and potential Council representation.

Councilmember Gamble commented on the Monroe Public Schools Foundation upcoming auction.

**STAFF/DEPARTMENT REPORTS**

1. Economic Development Update

Ms. Knight noted the report included in the meeting materials and provided an update on the following topics: annual business survey results; neighborhood specific issues; and response levels.

2. Finance Update

Ms. Hasart noted the report included in the meeting materials and provided an update on the following topics: January 2020 financials; Republic Services report; and upcoming City Council Finance and Human Resources Committee Meeting.

3. Human Resources/Information Technology Update

Mr. Ben Warthan, Human Resources Director, noted the report included in the meeting materials and provided an update on the following topics: open and filled positions.

**MAYOR/ADMINISTRATIVE REPORTS**

1. City Administrator Update

Ms. Knight reported on the following topics: recognition of Director Warthan in regards to filling open positions; and review of upcoming City Council agendas.

Councilmember Gamble noted his upcoming absences on March 10, and March 24, 2020.

2. Mayor's Update/Monroe This Week (*Volume 6, Edition 7*)

Mayor Thomas noted the Monroe This Week included in the meeting materials; and reported on the following items: upcoming trip to Washington DC; French Creek Control District; quarterly meetings with individual Councilmembers; community court discussions with Judge Ness; meetings with Sno/Sky Valley Mayors; letter to local businesses; and State of City Address at upcoming Monroe Chamber Luncheon.

**ADJOURNMENT**

There being no further business, the motion was made by Councilmember Rasmussen and seconded by Councilmember Davis to adjourn the meeting. On vote,  
Motion carried (7-0).

**MEETING ADJOURNED: 8:13 p.m.**

\_\_\_\_\_  
Geoffrey Thomas, Mayor

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Elizabeth M. Adkisson, MMC, City Clerk

*Minutes approved at the Regular Business Meeting of March 10, 2020.*

## ROUTING SLIP - CHECK APPROVAL

Council Date: 3/10/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

			<u>Check Numbers</u>
Date:	<u>2/21/20</u>	\$ 11,617.97	90946-90951
Date:	<u>2/24/20</u>	\$ 21,223.28	90952-90956
Date:	<u>2/27/20</u>	\$ 74,512.98	90957-90958
Date:	<u>2/27/20</u>	\$ 27,540.02	90959
Date:	<u>3/3/20</u>	\$ 4,721.07	90960-90968
Date:	<u>3/15/20</u>	\$ 169,280.21	90969-90992

**Check Total:** 308,895.53

Date:	<u>2/20/20</u>	\$ 3,348.55	PUD
Date:	<u>2/27/20</u>	\$ 16,062.00	ACH
Date:	<u>2/28/20</u>	\$ 506.51	ACH
Date:	<u>3/5/20</u>	\$ 168.60	ACH
Date:	<u>3/6/20</u>	\$ 5,293.64	ACH
Date:	<u>3/6/20</u>	\$ 116.64	ACH
Date:	<u>3/11/20</u>	\$ 113,352.60	ACH

**Electronic Total:** 138,848.54

**Total Claims This Period:** 447,744.07

rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against (city/county/district), and that I am authorized to authenticate and certify to said claim.

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*Finance Director*

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*City Councilperson*

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*City Councilperson*

# Bank Reconciliation

## Checks by Date

User: Cheri  
 Printed: 03/05/2020 - 11:29AM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Void	Clear Date	Amount
90946	2/21/2020	Larry Crosby	AP				640.13
90947	2/21/2020	Public Safety Testing, Inc	AP				7,540.60
90948	2/21/2020	Snohomish County Treasurer	AP				371.34
90949	2/21/2020	Snohomish County Treasurer	AP				198.07
90950	2/21/2020	William Steffener	AP				400.00
90951	2/21/2020	West Coast Code Consultants, Inc.	AP				2,467.83
90952	2/24/2020	Geraldine L. Becker	AP				5,300.00
90953	2/24/2020	Geraldine L. and Richard W. Becker Fam	AP				5,300.00
90954	2/24/2020	John L. and Carol Y. Bunge, Co-Trustees	AP				5,300.00
90955	2/24/2020	The Bunge Joint Revocable Trust c/o John	AP				5,300.00
90956	2/24/2020	Snohomish County Treasurer	AP				23.28
90957	2/27/2020	City of Monroe	AP				100.00
90958	2/27/2020	First American Title Insurance Company	AP				74,412.98
90959	2/27/2020	First American Title Insurance Company	AP				27,540.02
90960	3/3/2020	Beta-Monroe Plaza LLC	AP				1,023.56
90961	3/3/2020	First American Title Insurance Company	AP				241.33
90962	3/3/2020	Robert Jones	AP				130.91
90963	3/3/2020	David Newman	AP				590.00
90964	3/3/2020	769 Village Way #Facility Puget Sound E	AP				2,263.82
90965	3/3/2020	RM Homes	AP				18.30
90966	3/3/2020	Nancy Rukman	AP				194.50
90967	3/3/2020	Jared Troupe	AP				133.65
90968	3/3/2020	WFOA	AP				125.00
90969	3/5/2020	AAA Monroe Rock Corp.	AP				6,358.05
90970	3/5/2020	Advanced Classroom Technologies Inc	AP				4,093.34
90971	3/5/2020	City of Edmonds	AP				11,852.93
90972	3/5/2020	D Square Energy Systems LLC	AP				17,999.15
90973	3/5/2020	Department of Corrections	AP				74.32
90974	3/5/2020	Department of Transportation	AP				350.89
90975	3/5/2020	Economic Alliance of Snohomish County	AP				2,500.00
90976	3/5/2020	FCS Financial Consulting Solutions Grou	AP				7,614.00
90977	3/5/2020	First American Title Insurance Company	AP				448.00
90978	3/5/2020	Christopher Leif Griffen	AP				2,100.00
90979	3/5/2020	Highland Canine Traing LLC	AP				259.00
90980	3/5/2020	Huber Technology Inc	AP				1,080.05
90981	3/5/2020	Monroe School District	AP				16,494.00
90982	3/5/2020	MPH Industries Inc.	AP				7,374.34
90983	3/5/2020	Murraysmith, Inc	AP				46,370.04
90984	3/5/2020	Jessica Ness	AP				847.46
90985	3/5/2020	Northwest Biosolids Management Associ	AP				314.16
90986	3/5/2020	Platt Electric Supply	AP				76.50
90987	3/5/2020	Prostamps	AP				16.08
90988	3/5/2020	SCCIT	AP				500.00
90989	3/5/2020	Snohomish County Treasurer	AP				17.90
90990	3/5/2020	Systems for Public Safety Inc	AP				35,817.00
90991	3/5/2020	WMCA Treasurer	AP				75.00
90992	3/5/2020	YMCA of Snohomish County	AP				6,648.00

Total Check Count: 47

Total Check Amount: 308,895.53

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 03/05/2020 - 11:56AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	1/31/2020	PUD	AP	2/26/2020	3,348.55
0	2/27/2020	Ogden Murphy Wallace PLLC	AP	2/27/2020	16,062.00
0	2/28/2020	Geoffrey Thomas	AP	2/28/2020	506.51
0	3/3/2020	Stacy Criswell	AP	3/3/2020	168.00
0	3/4/2020	Lowe's Home Centers Inc	AP	3/4/2020	5,293.64
0	3/4/2020	Michael Tuomisto	AP	3/4/2020	116.64
0	3/5/2020	AFTS	AP	3/5/2020	3,986.08
0	3/5/2020	Associated Petroleum Products Inc	AP	3/5/2020	4,549.44
0	3/5/2020	BHC Consultants LLC	AP	3/5/2020	7,607.29
0	3/5/2020	Central Welding Supply Co Inc.	AP	3/5/2020	17.98
0	3/5/2020	Comcate Software Inc	AP	3/5/2020	461.19
0	3/5/2020	Enviroissues Inc	AP	3/5/2020	1,959.63
0	3/5/2020	Ferguson Enterprises Inc	AP	3/5/2020	46,766.57
0	3/5/2020	Granich Engineered Products Inc	AP	3/5/2020	970.63
0	3/5/2020	H.B. Jaeger Company LLC	AP	3/5/2020	1,763.80
0	3/5/2020	Inland Environmental Resources Inc	AP	3/5/2020	9,080.64
0	3/5/2020	ISOsource	AP	3/5/2020	5,665.45
0	3/5/2020	Monroe Law Group	AP	3/5/2020	14,000.00
0	3/5/2020	Monroe Community Senior Center	AP	3/5/2020	1,250.00
0	3/5/2020	NorthStar Chemical Inc.	AP	3/5/2020	1,273.90
0	3/5/2020	Zachor & Thomas Inc. P.S.	AP	3/5/2020	14,000.00

Total Check Count: 21

Total Check Amount: 138,848.54

# Bank Reconciliation

## Disbursement Detail

VISA: Cheri  
 Date: 03/05/2020 - 12:18PM  
 Date Range: 02/21/2020 - 03/05/2020  
 Systems: (All)

03/10/2020

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	03/04/2020	Lowe's Home Centers Inc	Lowes invoices for February 2020	1,257.05
0	03/05/2020	Central Welding Supply Co Inc.	Helium tank	17.98
0	03/05/2020	Enviroissues Inc	Annexation Outreach January 2020	1,959.63
0	03/05/2020	Monroe Community Senior Center	Senior Transportation Plan	1,250.00
0	03/05/2020	Monroe Law Group	Services for February 2020	14,000.00
0	02/27/2020	Ogden Murphy Wallace PLLC	Services through January 2020	16,062.00
0	03/05/2020	Zachor & Thomas Inc. P.S.	Prosecuting Attorney Fees	14,000.00
0	02/28/2020	Geoffrey Thomas	Mileage reimbursement Oolympia 1/23/20, 1/28/20 and 1/29/20	506.51
0	03/03/2020	Stacy Criswell	Per Diem - Stacy Criswell ICC Leavenworth	168.60
90946	02/21/2020	Larry Crosby	January 2020	640.13
90947	02/21/2020	Public Safety Testing, Inc	Police Sergeant Promotional Assessment Center	7,540.60
90950	02/21/2020	William Steffener	Services rendered 1/8/2020	400.00
90951	02/21/2020	West Coast Code Consultants, Inc.	Lavin Streeter - January 2020	2,467.83
90957	02/27/2020	City of Monroe	Payment made in error	87.92
90963	03/03/2020	David Newman	Homicide Investigations #2055 and 2027	590.00
90968	03/03/2020	WFOA	WFOA Conference 2020 - Cheri Hurst	125.00
90970	03/05/2020	Advanced Classroom Technologies Inc	Monitor for PAC	4,093.34
90971	03/05/2020	City of Edmonds	SWAT BearCat	11,852.93
90973	03/05/2020	Department of Corrections	Business cards - Criswell and Harmon	55.74
90975	03/05/2020	Economic Alliance of Snohomish Count	Annual Investment 2020	2,500.00
90976	03/05/2020	FCS Financial Consulting Solutions Grot	Fee Study - Professional Services 2/14/20	7,614.00
90978	03/05/2020	Christopher Leif Griffen	Service January 2020	2,100.00
90979	03/05/2020	Highland Canine Traing LLC	K-9 Supervisor Course #2034	259.00
90982	03/05/2020	MPH Industries Inc.	Radars	7,374.34
90984	03/05/2020	Jessica Ness	Jessica Ness Judicial College Reg. lodging and militeage	847.46
90987	03/05/2020	Prostamps	Stamp - Kim Fogh	16.08
90988	03/05/2020	SCCIT	2020 SCCIT Membership Dues	500.00
90989	03/05/2020	Snohomish County Treasurer	State Fire fee 01014700099000	17.90
90991	03/05/2020	WMCA Treasurer	WMCA Membership	75.00
90992	03/05/2020	YMCA of Snohomish County	YMCA Agreement Jan-Feb	6,648.00

Total for Fund:001 General Fund 105,027.04

Check#	Check Date	Payable To	Purpose	Amount
Fund: 105 Streets				
	0 03/04/2020	Lowe's Home Centers Inc	Lowe's invoices for February 2020	46.66
	90973 03/05/2020	Department of Corrections	Business Cards Kim Klinkers	4.64
	90974 03/05/2020	Department of Transportation	Signal Maintenance Jan 2020	350.89
			Total for Fund:105 Streets	402.19
Fund: 318 Streets CIP Fund				
	90948 02/21/2020	Snohomish County Treasurer	Chain Lake Road Phase 2a	371.34
	90952 02/24/2020	Geraldine L. Becker	ROW - 20119 Woods Creek Road	5,300.00
	90953 02/24/2020	Geraldine L. and Richard W. Becker Fam	ROW 20119 Woods Creek Road	5,300.00
	90954 02/24/2020	John L. and Carol Y. Bunge, Co-Trustees	ROW 20119 Woods Creek Road	5,300.00
	90955 02/24/2020	The Bunge Joint Revocable Trust c/o Joh	ROW 20199 Woods Creek Road	5,300.00
	90956 02/24/2020	Snohomish County Treasurer	Chain Lake Road Phase 2a	23.28
	90958 02/27/2020	First American Title Insurance Company	ROW fees	74,412.98
	90959 02/27/2020	First American Title Insurance Company	ROW Fees	27,540.02
	90961 03/03/2020	First American Title Insurance Company	Harp- Chain Lk Rd Phase 2a excise tax	241.33
	90977 03/05/2020	First American Title Insurance Company	Chain Lake 2a - ROW	448.00
			Total for Fund:318 Streets CIP Fund	124,236.95

Check#	Check Date	Payable To	Purpose	Amount
Fund: 411 Water Maintenance & Operations				
	0 01/31/2020	PUD	855 Village Way	332.75
	0 03/04/2020	Lowe's Home Centers Inc	Lowe's invoices for February 2020	377.98
	0 03/05/2020	AFTS	Postage - Utilities	1,328.56
	0 03/05/2020	Ferguson Enterprises Inc	Meter box	46,766.57
	90960 03/03/2020	Beta-Monroe Plaza LLC	Refund Check	1,023.56
	90962 03/03/2020	Robert Jones	Refund Check	24.95
	90964 03/03/2020	769 Village Way #Facility Puget Sound	FPSE 769 Village Way #Facility	747.06
	90965 03/03/2020	RM Homes	Refund Check	18.30
	90966 03/03/2020	Nancy Rukman	Refund Check	35.90
	90967 03/03/2020	Jared Troupe	Refund Check	31.22
	90973 03/05/2020	Department of Corrections	Business Cards Kim Klinkers	4.64
			Total for Fund:411 Water Maintenance & Operations	50,691.49

Check#	Check Date	Payable To	Purpose	Amount
Fund: 412 Water Capital Projects				
	90983 03/05/2020	Murraysmith, Inc	DOC Reservoir #2	46,370.04
			Total for Fund:412 Water Capital Projects	46,370.04

Check#	Check Date	Payable To	Purpose	Amount
Fund: 421 Sewer Maintenance & Operations				
	0 01/31/2020	PUD	855 Village Way	332.75
	0 03/04/2020	Lowe's Home Centers Inc	Lowes invoices for February 2020	490.06
	0 03/05/2020	AFTS	Lockbox Charges	1,328.56
	0 03/05/2020	Granch Engineered Products Inc	Sludge pump	970.63
	0 03/05/2020	Inland Environmental Resources Inc	Magnesium Hydroxide 41,540 pounds	9,080.64
	0 03/05/2020	NorthStar Chemical Inc.	Sodium Hypochlorite 450.00 g	1,273.90
	90962 03/03/2020	Robert Jones	Refund Check	92.16
	90964 03/03/2020	769 Village Way #Facility Puget Sound	769 Village Way #Facility	747.06
	90966 03/03/2020	Nancy Rukman	Refund Check	137.93
	90967 03/03/2020	Jared Troupe	Refund Check	89.08
	90973 03/05/2020	Department of Corrections	Business Cards Kim Klinkers	4.64
	90980 03/05/2020	Huber Technology Inc	Solenoid	1,080.05
	90985 03/05/2020	Northwest Biosolids Management Assoc	NWMBBA - John Lande	314.16
			Total for Fund:421 Sewer Maintenance & Operations	15,941.62

MCC Agenda 03/10/2020  
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Fund: 431 Stormwater Maint & Operations				
	0 01/31/2020	PUD	855 Village Way	342.84
	0 03/05/2020	AFTS	Lockbox Charges	1,328.96
	0 03/05/2020	H.B. Jaeger Company LLC	Catch basin, grates, coupling, adapters and pvc	1,763.80
	90962 03/03/2020	Robert Jones	Refund Check	13.80
	90964 03/03/2020	769 Village Way #Facility Puget Sound	769 Village Way #Facility	769.70
	90966 03/03/2020	Nancy Rukman	Refund Check	20.67
	90967 03/03/2020	Jared Troupe	Refund Check	13.35
	90969 03/05/2020	AAA Monroe Rock Corp.	AA 20 3217 WET	6,358.05
	90973 03/05/2020	Department of Corrections	Business Cards Kim Klinkers	4.66
			Total for Fund:431 Stormwater Maint & Operations	10,615.83

Fund: 432 Stormwater Capital Projects				
	0 03/05/2020	BHC Consultants LLC	Blueberry Storm	7,607.29
			Total for Fund:432 Stormwater Capital Projects	7,607.29

Fund: 510 Information & Tech Services				
	0 03/05/2020	Comcate Software Inc	monthly maint-Monroe connection	461.19
	0 03/05/2020	ISOsource	Billable Services	5,665.45
	90957 02/27/2020	City of Monroe	Payment made in error	12.08
			Total for Fund:510 Information & Tech Services	6,138.72

Consent Agenda #2

Check#	Check Date	Payable To	Purpose	Amount
Fund: 520 Equipment & Fleet Management				
	0 03/04/2020	Lowe's Home Centers Inc	Lowe's invoices for February 2020	385.19
	0 03/05/2020	Associated Petroleum Products Inc	PW vehicle fuel	4,549.44
	90972 03/05/2020	D Square Energy Systems LLC	Load Bank Test,	13,403.90
	90990 03/05/2020	Systems for Public Safety Inc	New vehicle upfitting P93New Vehicle upfitting #P94	35,817.00
			Total for Fund:520 Equipment & Fleet Management	54,155.53
Fund: 530 Facilities Management				
	0 01/31/2020	PUD	PUD - 806 W Main St A	2,340.21
	0 03/04/2020	Lowe's Home Centers Inc	Lowe's invoices for February 2020	2,736.70
	0 03/04/2020	Michael Tuomisto	RTA Fleet Management	116.64
	90972 03/05/2020	D Square Energy Systems LLC	Maintenance	4,595.25
	90986 03/05/2020	Platt Electric Supply	Bluepak	76.50
			Total for Fund:530 Facilities Management	9,865.30
Fund: 631 Agency Fund				
	90949 02/21/2020	Snohomish County Treasurer	Crime Victims Compensation Revenue	198.07
			Total for Fund:631 Agency Fund	198.07
Fund: 636 School Mitigation Fees				
	90981 03/05/2020	Monroe School District	Mitigation fees 2/12/20 - 2/25/20	16,494.00
			Total for Fund:636 School Mitigation Fees	16,494.00
			Grand Total	447,744.07

**PAYROLL WARRANT APPROVAL**

**MONTH OF PAYROLL:** 2/1/2020

*The following checks are approved for payment:*

**Date of Issue:** 3/6/2020

**Voided**

**Check #'s From:** 36215 **To:** 36240

**Direct Deposit** \$618,133.63  
**ACH AP Payments** \$194,566.08

**Total Monthly Payroll** \$1,365,048.51

**H S A Funding:** \$0.00

**WARRANT APPROVAL:**

*I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of \$1,365,048.51 on 3/6/2020*

**Signed:** \_\_\_\_\_  
Mayor or Designee

**Dated:** \_\_\_\_\_



# MONROE CITY COUNCIL

## Agenda Bill No. 20-039

<b>SUBJECT:</b>	<b>Award Bid/Authorize Mayor to Sign Contract with Rodarte for Adams Lane Utility Replacement Project</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	<b>Consent Agenda #4</b>

**Discussion:** 03/10/2020  
**Attachments:** 1. Project Location Map

**REQUESTED ACTION:** Move to award the Adams Lane Utility Replacement Project, M2019-0001, construction contract in the amount of \$480,415; authorize the Mayor to sign the construction contract thereto; and expressly authorize a contingency amount of up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

### POLICY CONSIDERATIONS

*In accordance with Section 4.2 of the Procurement Policies & Procedures, contracts costing \$100,000 or more require City Council approval.*

### DESCRIPTION/BACKGROUND

Preparation of plans and specifications and solicitation of bids for construction of the Adams Lane Utility Replacement Project was authorized by Council at the January 22, 2019, regular business meeting.

The Adams Lane Utility Replacement Project provides for the replacement of approximately 600 feet of new eight-inch diameter ductile iron water main, 400 feet of new eight-inch PVC sewer main, 18 water and sewer service connections and other work, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.

The project was advertised for contractor bids in the Daily Journal of Commerce on January 29, 2020 and February 5, 2020. The Engineer's probable cost opinion was \$710,000. Seven bids were received and opened on February 13, 2020 with bids ranging from \$480,415 to \$690,680, inclusive of sales taxes.

The following contractors submitted the two lowest bids:

Apparent Low:	Rodarte Construction.	\$ 480,415
Second Apparent Low:	D&G Backhoe	\$ 498,895

After review, state licensing verification, and reference calls, the lowest responsive bidder Rodarte Construction is being offered the construction contract.

**FISCAL IMPACTS**

The 2020 City Budget includes a capital item for the Adams Lane Utility Replacement Project in the Water 412 Capital Fund of \$335,951 and the Sewer 422 Capital Fund of \$335,951 for a total budgeted cost of \$671,902. This project totals \$581,673 exclusive of staff salaries and benefits. Refer to the following table for a project expenditure summary:

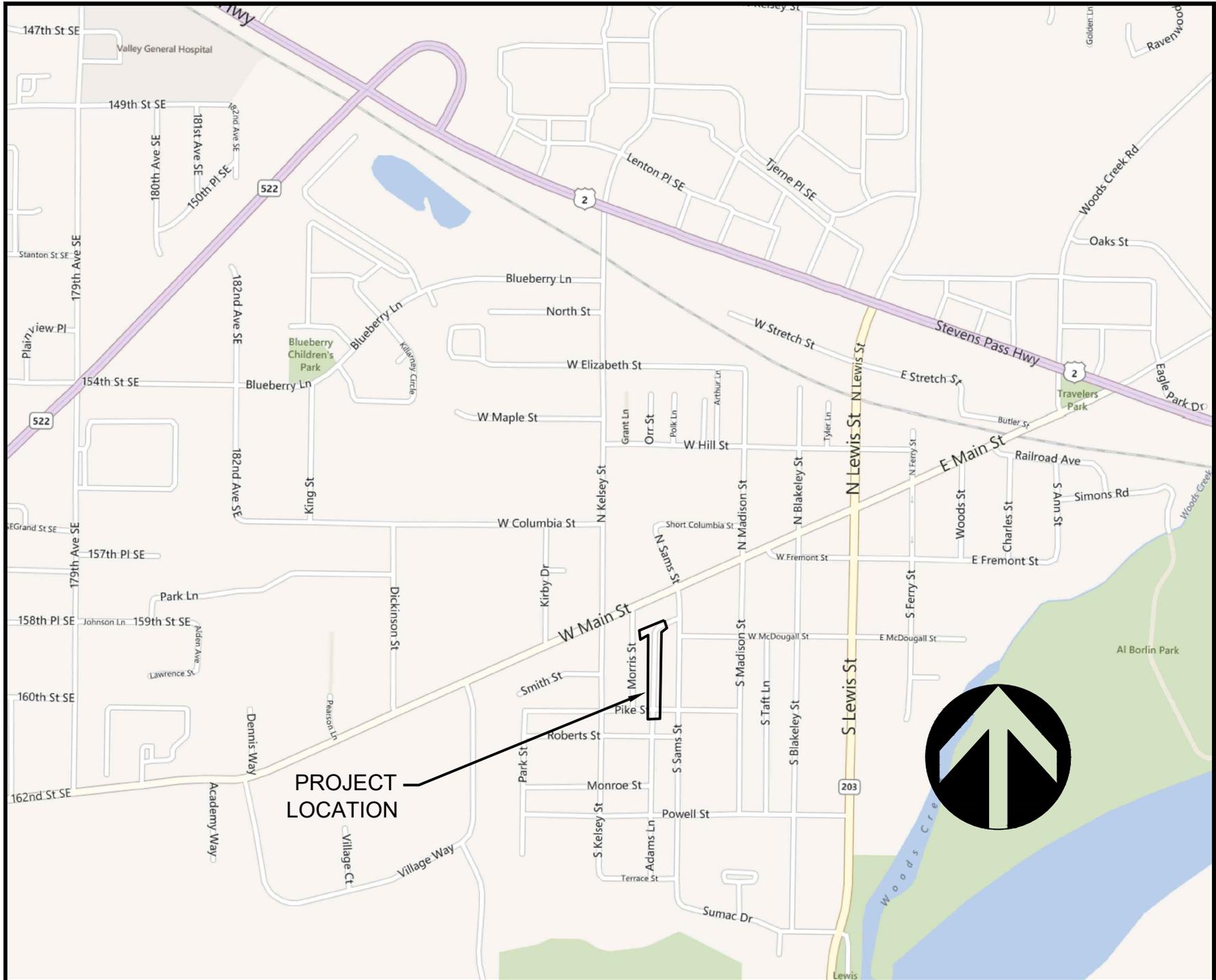
<b>FY 2020 BUDGET</b>	<b>\$ 876,785</b>
<b>SPENT IN 2020</b>	
BID ADVERTISEMENT	\$ 575
<b>REQUESTED ACTION</b>	
BID AWARD	\$ 480,415
POTENTIAL 20% CONTINGENCY	\$ 96,083
<b>ANTICIPATED EXPENSES</b>	
FULL SIZE PLAN SHEETS	\$ 200
PUBLIC OUTREACH	\$ 200
MATERIAL TESTING SERVICES	\$ 4,200
<b>TOTAL 2019 EXPENDITURES</b>	<b>\$ 581,673</b>

**TIME CONSTRAINTS**

Staff request action during this Council Meeting to keep with the overall planned timeline for delivering this year’s capital construction projects.

**ALTERNATIVES**

1. Do not approve. Provide direction to staff.





# MONROE CITY COUNCIL

## Agenda Bill No. 20-040

<b>SUBJECT:</b>	<b>Authorize Mayor to Sign 2020 Concessionaire Agreement</b>
-----------------	--

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Parks & Recreation	Mike Farrell	Mike Farrell	Consent Agenda #5

**Discussion:** 03/10/2020  
**Attachments:** 1. Proposed Agreement

**REQUESTED ACTION:** Move to authorize the Mayor to sign the 2020 Concessionaire Agreement with Ken Fulcher to provide concession services at Sky River and Lake Tye Parks; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

### POLICY CONSIDERATIONS

*RCW 35.23.440§20 gives the City Council authority to lease City property for the use and or purposes of the City. This contract would lease the City's concession's stand at Lake Tye to offer limited food services to those that visit this park.*

### DESCRIPTION/BACKGROUND

The City requested proposals for food and beverage concession services at Lake Tye and Sky River Parks for 2019. The City received a proposal and executed an agreement to provide concession services for both park locations from Ken Fulcher, an established local business owner. Staff are satisfied with the services Mr. Fulcher has provided and have received no complaints of service issues.

Mr. Fulcher proposes to continue to provide food and drink concessions at Lake Tye and Sky River Parks; including menu items such as hot dogs, soups, healthy snacks and pastries, soft drinks, coffee and espresso drinks, candy, ice cream, and other food and drink items for scheduled athletic and community events.

The concessionaire will provide important support of various community events such as the Egg Hunt, Movies Under the Moon, and National Night Out Against Crime; and also schedules regular hours at the Lake Tye facility to capture park patrons and grow the facility to become more of a destination for the community.

The Agreement provides for one-year renewal periods upon the mutual agreement of the parties. Mr. Fulcher has agreed to continue concessions service at the parks.

### FISCAL IMPACTS

The agreement states that the Concessionaire shall pay five percent of gross sales each month to the City of Monroe.

### TIME CONSTRAINTS

It is the desire of the Parks and Recreation Department to have concession services ready as soon as possible for this season's scheduled events and park patrons.

### ALTERNATIVES

Reject renewal of Agreement and ask Mayor to direct staff to request proposals for concessions services at City parks. Concessions service delivery to park patrons would be significantly delayed until a qualified vendor submits a proposal and an agreement is executed.

**CITY OF MONROE  
CONCESSIONAIRE AGREEMENT  
SKY RIVER PARK/LAKE TYE PARK**

THIS AGREEMENT made this 10th day of March, 2020, by and between the City of Monroe, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Ken Fulcher, hereinafter referred to as Concessionaire.

WHEREAS, the City of Monroe desires to have concession services provided for the general public at certain City parks from March 10, 2020, through December 31, 2020; and

WHEREAS, Concessionaire is in the business of providing concession services and is agreeable to providing such services in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein, the City and Concessionaire agree as follows:

1. Services. Concessionaire agrees to provide concession service to the City of Monroe at Skykomish River Park and Lake Tye Park from March 10, 2020, through December 31, 2020. Concessionaire further agrees to install all necessary equipment such as signage, refrigerator/freezer/cooking/warming equipment, food preparation and display equipment. Concessionaire equipment shall be listed by the National Sanitation Foundation (NSF) or equivalent for its intended use. Concessionaire understands that this is not an exclusive contract excluding other concession services from any City park.
2. Duration. This Agreement shall become effective as of the date first shown above written through December 31, 2020, provided, however, that either party may terminate said Agreement at any time with or without cause by giving seven days written notice of said termination and specifying the effective date. This Agreement may be renewed for additional one year periods upon the mutual agreement of the parties under such terms and conditions as the parties may determine.
3. Compensation. Concessionaire agrees to pay the City of Monroe five percent of the Reportable Revenue generated from the sale of goods at the concessions by Concessionaire and its subcontractors and agents as authorized by this Agreement. "Reportable Revenues" shall mean the total revenues received from selling goods before any deductions are made for returns, allowances, or discounts, less Sales Tax collected (9.3 percent). Concessionaire shall be responsible for collection and reporting of all Reportable Revenues generated by itself and its subcontractors or agents. Monthly payments to the City shall be due and payable by the tenth of the following month. Concessionaire shall provide the City with any and all financial records documenting its gross revenue on a monthly basis for audit. Forms and procedures will be provided by the City of Monroe Finance Department for daily and monthly reporting. All transactions shall be completed utilizing City of Monroe cash registers at Skykomish River Park and Lake Tye Park or other point of sale system approved by the City of Monroe Finance Department.

**CITY OF MONROE**  
**CONCESSIONAIRE AGREEMENT**  
**SKY RIVER PARK/LAKE TYE PARK**

4. Regulations. Concessionaire agrees that Concessionaire and its subcontractors and agents shall comply with applicable federal, state and City laws, rules, and/or regulations. The aforementioned include, but are not limited to the following:
  - a. Federal, state and local health, safety and licensing laws and/or regulations related to sale(s) of concession goods; and
  - b. Monroe Municipal Code.
  
5. Products. Concessionaire agrees that items and services sold by Concessionaire and its subcontractors and agents shall be sold on a competitive level. Concessionaire shall submit all proposed prices to the Monroe Parks and Recreation Department for prior written approval. Certain products are occasionally deemed desirable to be available and certain others cause maintenance problems. Concessionaire agrees that Concessionaire, its subcontractors and agents shall comply with prior written requests by the City to supply certain products, or not to supply certain products, provided that any such request shall not be unreasonable.
  
6. Operating Hours. Concessionaire, its subcontractors and agents shall keep the concession units open and use it to transact business with the public daily during days and hours mutually agreed upon and approved in writing by the Director from the Monroe Parks & Recreation Department. From March 10, 2020, through December 31, 2020, the concession units will be open, with days and hours of operation varying according to scheduled field and event activities, weather conditions and park attendance as agreed by both parties. Concessionaire acknowledges that Special Events and Tournaments may extend past ten hours per day. The City of Monroe shall provide Concessionaire updated weekly facility use schedules.
  
7. Indemnification Clause. The Concessionaire shall defend, indemnify and hold the City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Concessionaire's operations, Concessionaire's use of the City's premises, or otherwise arising out of the performance of this Agreement, including those arising out of the negligence or malfeasance of its subcontractors and agents, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Concessionaire and the City, its officers, officials, employees, and volunteers, the liability hereunder shall be only to the extent of the Concessionaire's negligence and that of Concessionaire's subcontractors and agents. It is further specifically and expressly understood that the indemnification provided herein constitutes the Concessionaire's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

**CITY OF MONROE  
CONCESSIONAIRE AGREEMENT  
SKY RIVER PARK/LAKE TYE PARK**

The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The Concessionaire shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Concessionaire, its agents, representatives, employees, or subcontractors.

The Concessionaire shall provide a Certificate of Insurance evidencing Commercial General Liability insurance written on an occurrence basis with limits of no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: premises; blanket contractual; products/completed operations; broad form property damage; and employer's liability.

The insurance policy required hereunder shall contain, or be endorsed to contain, that the Concessionaire's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Concessionaire's insurance and shall not contribute with it.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Concessionaire.

The City shall be named as an additional insured under the Concessionaire's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies.

The Concessionaire's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The insurance policy required hereunder is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

The Concessionaire's maintenance of insurance as required hereunder shall not be construed to limit the liability of the Concessionaire to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

**CITY OF MONROE**  
**CONCESSIONAIRE AGREEMENT**  
**SKY RIVER PARK/LAKE TYE PARK**

9. Concession Facilities. As except as expressly provided under this Agreement, the City of Monroe shall be responsible for all utilities, repairs and maintenance of City-owned facility units. Concessionaire shall be solely responsible for protecting the concession equipment against loss or destruction due to all perils, including but not limited to, theft, vandalism, and fire. All maintenance and service performed thereon shall be performed by employees of Concessionaire or authorized independent contractors only. All employees used by Concessionaire, its subcontractors and agents hereunder, shall comply with applicable rules and regulations of the City relating to the management of said premises. It will be the responsibility of the Concessionaire to clean the immediate surrounding exterior of the service areas (a radius of 50 feet). Furthermore, Concessionaire shall not make any alterations, additions or improvements to the facility units or concession equipment without the City's prior written consent, which consent may not be unreasonably withheld. All of the activity described in this section must take place during normal operating hours as specified in proposed agreement.
10. Customer Service. The Concessionaire understands the City's concern with providing high quality and effective customer service. The Concessionaire, its subcontractors and agents shall honor all requests for refunds from customers who have lost money in a vending machine if such machines are installed. Concessionaire, its employees, subcontractors and agents shall treat customers with courtesy.
11. Employee Performance. The Concessionaire shall provide an active training program for the development of the necessary skills and techniques for all of Concessionaire's employees, subcontractors and agents. These sessions shall stress work performance and also include product and service presentation, cleanliness, and employee attitude.
12. Background Check. The Concessioner warrants and represents that Concessionaire and every employee, subcontractor and agent of Concessionaire performing work or otherwise using the City's premises under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830 -.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.
13. Employee Attitude. Each employee, subcontractor and agent is to project a hospitable, friendly, helpful, positive attitude and be capable and willing to answer visitor's questions about both concessionaire and general park information.
14. Employee Appearance. The Concessionaire, its subcontractors and agents will be required to have employees who come in direct contact with the public wear identification, by which they may be known and distinguished as the employees of the Concessionaire. The Concessionaire shall require all such employees to

**CITY OF MONROE  
CONCESSIONAIRE AGREEMENT  
SKY RIVER PARK/LAKE TYE PARK**

exercise courtesy and consideration in their relations with the public and present a neat, clean, and otherwise attractive personal appearance.

15. Staffing. All facilities and services must be properly staffed so as to prevent undue delay to customers. In determining what constitutes undue delay, consideration shall be given to the kinds and types of service being rendered and situations or conditions beyond the control of the concessionaire, such as unanticipated influxes of visitors, facility or equipment breakdowns, or sudden weather changes. The reasonableness of the delay, based on the above, should be the determining factor.
16. Assignability. Concessionaire shall not assign any interest in this Agreement and shall not transfer any interest in the same; provided, however, that Concessionaire may employ subcontractors upon prior written approval by City to provide certain portions of its concessions services provided that Concessionaire shall remain responsibility for its subcontractors' and agents' compliance with this Agreement.
17. Relationship. Nothing contained in this Agreement shall establish an employee-employer relationship between the City and Concessionaire or its employees, agents, subcontractors, or independent contractors. Concessionaire shall be solely responsible and shall assume exclusive liability for the payment, actions, conduct, supervision, and instruction of its employees, subcontractors or independent contractors. Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the City and Concessionaire.
18. Content and Understanding. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein; provided, however, that any charge(s) hereto duly executed by both parties shall be incorporated in written amendments to this Agreement.
19. Severability. If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of the Agreement, or the application of the provision to other persons or circumstances shall not be affected.
20. Receipt Statement. Concessionaire shall sign a statement permitting representatives of the City of Monroe to contact the Tax Division of the State of Washington to release to the City a statement of receipts from sales and services made at the concessions as filed during or for the period of any awarded contract.
21. Business License. Concessionaire shall sign a statement acknowledging that in the event a contract is awarded, the Concessionaire, its subcontractors and agents shall have obtained a valid City of Monroe business license prior to

**CITY OF MONROE  
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SKY RIVER PARK/LAKE TYE PARK**

commencement of work, as well as all other Snohomish County Health District and other licenses or permits required of Concessionaires.

22. Contract Compliance Management. Concessionaire shall submit a written Contract Compliance Report, which shall be done monthly to assure Concessionaire is complying with this Agreement. Items to be covered shall include, but not be limited to:
- a. Fees due to the City, if required.
  - b. Accounting Report.
  - c. Insurance.
  - d. Facility Interior and Surrounding Area.
  - e. Operating Hours.
  - f. Rates.
  - g. Staffing/Performance.
23. Leasehold Excise Tax. The parties acknowledge that this Agreement is subject to leasehold excise taxes pursuant to Chapter 82.29A RCW and Chapter 3.16 MMC in the total amount of 12.84 percent of the compensation amount set forth in Section 3.
24. Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising under this Agreement shall be the Superior Court for Snohomish County, Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written.

CITY OF MONROE

CONCESSIONAIRE

\_\_\_\_\_  
Geoffrey Thomas, Mayor

\_\_\_\_\_  
Ken Fulcher, Concessionaire



# MONROE CITY COUNCIL

## Agenda Bill No. 20-041

<b>SUBJECT:</b>	<b>Confirmation of Proclamation of Emergency (COVID-19)</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Public Works	Brad Feilberg	Brad Feilberg	Consent Agenda #6

**Discussion:** 03/10/2020  
**Attachments:** 1. Mayor's Proclamation

**REQUESTED ACTION:** Move to confirm the Mayor's proclamation dated March 2, 2020, declaring the existence of an emergency relating to COVID-19.

### POLICY CONSIDERATIONS

*Monroe Municipal Code Section 2.60.080 Mayor – Duties and power provides for the Mayor to issue a proclamation of emergency “subject to confirmation by the City Council at the earliest practicable time.”*

### DESCRIPTION/BACKGROUND

In light of the situation described below, Mayor Thomas issued a proclamation of emergency on March 2, 2020, to ensure that our community is properly responding to the growing coronavirus emergency and better prepared to address the issues we will face tomorrow. The Proclamation of Emergency will provide quicker and better access to resources to respond more nimbly to changing needs and will allow the City to align its operations to reduce people's potential exposure to the coronavirus.

Monroe Municipal Code section 2.60.080(A) requires the City Council to confirm the Mayor's proclamation of emergency.

On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since that time worked to identify, contact, and test others in Washington State potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC).

COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person.

The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high,” and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States.

On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020.

The CDC currently indicates there are 94,875 confirmed cases of COVID-19 worldwide with 138 of those cases in the United States, and the Washington State Department of Health has now confirmed localized person-to-person spread of COVID-19 in Washington State, significantly

increasing the risk of exposure and infection to the general public and creating an extreme public health risk that may spread quickly.

The worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Washington State significantly impacts the life and health of our people, and is a public health disaster that affects life, health, property or the public peace.

Governor Inslee proclaimed a statewide State of Emergency on February 29, 2020.

Due to these considerations, the Mayor issued a proclamation of emergency on March 2, 2020, to ensure that our community is properly responding to the growing coronavirus emergency and better prepared to address the issues we will face tomorrow. The Proclamation of Emergency will provide quicker and better access to resources to respond more nimbly to changing needs and will allow the City to align its operations to reduce people's potential exposure to the coronavirus.

Monroe Municipal Code section 2.60.080(A) requires the City Council to confirm the Mayor's proclamation of emergency.

**FISCAL IMPACTS**

None at this time.

**TIME CONSTRAINTS**

Monroe Municipal Code section 2.60.080(A) requires the City Council to confirm the Mayor's proclamation of emergency at the earliest practicable time.

**ALTERNATIVES**

N/A



## Proclamation of Emergency

**WHEREAS**, On January 21, 2020, Washington's State Department of Health (WDOH) confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington, and local health departments and the WDOH have since that time worked to identify, contact, and test people in Washington who have been potentially exposed to COVID-19 in coordination with the US Centers for Disease Control and Prevention (CDC); and

**WHEREAS**, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in people and can easily spread from person to person; and

**WHEREAS**, The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high" and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

**WHEREAS**, On January 31, 2020, US Department of Health and Human Services Secretary Azar declared a public health emergency for COVID-19, beginning on January 27, 2020; and

**WHEREAS**, The CDC currently indicates there are 89,254 confirmed cases of COVID-19 worldwide with 86 of those cases in the US and WDOH has confirmed localized person-to-person spread of COVID-19 in Washington, significantly increasing the risk of exposure and infection to the general public and creating an extreme public health risk that may spread quickly; and

**WHEREAS**, The worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the US and Washington presents a significant impact to people's lives and health and is a public health disaster that affects life, health, property or the public peace; and

**WHEREAS**, Governor Inslee proclaimed a statewide State of Emergency on February 29, 2020, and

**WHEREAS**, after consultation with Fire District 7, Hospital District 1, Monroe School District, and city staff including the City of Monroe's Emergency Management Director, I have determined that is necessary to issue a Proclamation of Emergency to facilitate access to resources and to modify policies and procedures intended to reduce potential exposure to COVID-19.

**NOW, THEREFORE**, I, Geoffrey Thomas, Mayor of the City of Monroe pursuant to Chapter 2.60 of the Monroe Municipal Code, do hereby proclaim that a State of Emergency exists in the City of Monroe, and direct the plans and procedures of the City of Monroe Comprehensive Emergency Management Plan be implemented.

DATED this 2nd day of March 2020

Geoffrey Thomas  
Mayor



# MONROE CITY COUNCIL

## Agenda Bill No. 20-042

<b>SUBJECT:</b>	<b>Approval of 2020 City Council Legislative Committee Work Plans</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Administration City Clerk	Deborah Knight Elizabeth Adkisson	Elizabeth Adkisson	<b>Consent Agenda #7</b>

**Discussion:** 03/10/2019

- Attachments:**
1. Council Rules of Procedure Section 14A
  2. Public Safety Committee 2020 Work Plan
  3. Legislative Affairs Committee 2020 Work Plan
  4. Finance & Human Resources Committee 2020 Work Plan
  5. Transportation/Planning, Parks & Recreation, and Public Works (P3) Committee 2020 Work Plan

**REQUESTED ACTION:** Move to approve the 2020 City Council Legislative Committee Work Plans, as presented.

### POLICY CONSIDERATIONS

*The City Council Rules of Procedure Section 14A.1, Council Legislative Committees – Purpose, notes that “Committees will address issues assigned to them by the City Council.” (Attachment 1) General practice has been to provide draft annual work plans of each committee to the full City Council at the beginning of the year for review and approval.*

### DESCRIPTION/BACKGROUND

The City Council Legislative Committees met on the following dates to review and discuss the DRAFT 2020 Committee Work Plans, and requested the final drafts be presented to the full Council for their consideration:

- Public Safety Committee met on Tuesday, February 4, 2020 (see attachment 2);
- Legislative Affairs Committee met on Tuesday, February 11, 2020 (see attachment 3);
- Finance and Human Resources Committee met on Tuesday, February 18, 2020 (see attachment 4); and
- Transportation/Planning, Parks & Recreation, and Public Works (P3) Committee met on Tuesday, February 24, 2020 (see attachment 5).

The 2020 Works Plans for the four City Council Legislative Committees are being presented for the full Council’s consideration and approval. The work plans are general guidelines for the committee’s; however, as noted, subject to change throughout the year as needed. Department Directors are available to answer questions regarding specific items noted on the work plans.

### FISCAL IMPACTS

N/A

### TIME CONSTRAINTS

N/A

### ALTERNATIVES

Do not approve the committee work plans; and direct Committeemembers to areas of concern.

## SECTION 14A. COUNCIL LEGISLATIVE COMMITTEES

- 14A.1 Purpose. The purpose of a council legislative committee is to formulate policy recommendations and gather policy information for the City Council in order to provide for more efficient and effective use of City Council meeting time. Committees will address issues assigned to them by the City Council. The committees are not intended to oversee or interfere with the administration.
- 14A.2 Staffing. Administrative support to and attendance of committees is provided at discretion of the Mayor. The Mayor or City Administrator may participate as an ex-officio member of each committee. Meeting agendas, if any, and committee minutes, and committee reports may be prepared by staff if directed by the Mayor and requested by the committee.<sup>1</sup>
- 14A.3 Committees Established. A council legislative committee shall consist of up to three council members with two making a quorum. Legislative committees have the following functions:
- A. Transportation/Planning, Parks & Recreation, and Public Works (P3) Committee. The primary purpose of the P3 committee is to review and advise upon matters of policy assigned by the City Council involving the physical and economic development of the city as well as matters involving planning for transportation systems and facilities, as well as City infrastructure, and including water and sewer utilities, parks and recreation, and property management, sales, and acquisitions.
- B. Public Safety Committee. The primary purpose of the Public Safety Committee is to review and advise upon matters of policy assigned by the City Council involving public health, welfare, and safety; including issues related to police, emergency management, public defense and prosecution, municipal court, nuisance abatement, and code enforcement issues.
- C. Finance and Human Resources Committee. The primary purpose of the Finance and Human Resources Committee is to review and advise upon on matters of policy assigned by the City Council involving city financial affairs, including budget development goals and major financial policies such as reserves and fund balance levels, grants and Interlocal Agreements, personnel matters (e.g. union negotiations, employee benefits), and approval of warrants.
- D. Legislative Affairs Committee: The primary purpose of the Legislative Affairs Committee is to review and advise upon legislative matters at county, state, and federal levels of interest to the City Council; and City Council policies and procedures.
- 14A.4 Performance of Tasks. The committees created in this chapter shall perform such tasks in line with the subjects described in Section 13A.3, or as may be referred to them by the Council. Committee functions are to be flexibly applied and issues such as committee workload and member expertise may be as important as or more important than committee function in assigning tasks to committees. The committees shall not preclude the Council from creating any other ad hoc or other committee with similar functions.

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<sup>1</sup> Minutes required, see Sec. 13A.5.

- 14A.5 Committee Minutes and Reports. Committee minutes shall be written, including time, date, and location of meeting, attendance, topics discussed, and any reports to council. Committee reports should be very brief, giving subject matter and date(s) during which subject was discussed. Reminders of upcoming Committee meeting dates may be given, but are not considered “reports”.
- 14A.6 Assignment of Members - Chairperson. Councilmembers shall be assigned to a committee as determined by the city council annually in January. A chairperson for each committee shall be selected by the committee members to preside over committee meetings. After January assignments have been made, the committees shall discuss and establish regular meeting dates, which are open to the public as required by the Open Public Meeting Act, Chapter 42.30 RCW.



**MONROE CITY COUNCIL  
Public Safety Committee**

**2020 Committee**  
Councilmembers  
Patsy Cudaback  
Ed Davis  
Heather Rousey

## 2020 WORK PLAN\*

Month	Lead Department	Agenda Item
January 7**	CANCELLED	
February 4	Administration	HPAC Recommendations 2020 Work Plan
March 3**	Administration	Homelessness Communications Plan
	Police	LEMAP Preview
	Emg. Management	Continuity of Government; MMC Amendments
April 7**	Court	Judge Ness Update
	Police	Detective/Pro-Act Consolidation Chronic Nuisance Properties
May 5	Police	LEMAP Review Volunteer Program
	Emg. Management	Comprehensive Emergency Management Plan
June 2	Police	2021-2022 Budget Solicitation Ordinance Prosecuting Attorney Report
	City Clerk	Public Defense/Grant Update
July 7	Police	Drone Policies Training Update National Night Out (August 4)
August 4**	CANCELLED	
September 1**	Police	Fall Public Events Drone Program Update
	Emg. Management	Comprehensive Emergency Management Plan
	Court	Judge Ness Update
October 6	Police	Infrastructure & Technology Update Prosecuting Attorney Update
	Emg. Management	Comprehensive Emergency Management Plan
November 3**	Police	PSC Goals and Agenda Code Enforcement – Chronic Nuisance Properties
	City Clerk	Public Defense/Grant Update Contract Renewals
December 1		

*\*The work plan items are subject to change as needed; and Regular Meetings held the first Tuesday of each month at 6 p.m.; unless otherwise noted.*

*\*\*City Council Meetings have been cancelled on these dates; Committee Meetings TBD.*



**MONROE CITY COUNCIL**  
**Legislative Affairs Committee**

**2020 Committee**  
 Councilmembers  
 Ed Davis  
 Kevin Hanford  
 Kirk Scarboro

## 2020 WORK PLAN\*

Month	Lead Department	Agenda Item
February 11 (6 p.m.)	Administration	2020 Work Plan Legislative Update
March 10	Administration	Snohomish County Tomorrow Council of Governments Legislative Update
April 14 (6 p.m.)	Community Development	Countywide Planning Policies Legislative Update
May 12	Administration	Legislative Update
June 9		
July 14		
August 11		
September 8	Community Development	Countywide Planning Policies
October 13	Administration	Legislative Priorities
November		
December 8		

\* The work plan items are subject to change as needed; and Regular Meetings held the second Tuesday of each month at 6:30 p.m.; unless otherwise noted.



**MONROE CITY COUNCIL**  
**Finance & Human Resources Committee**

**ATTACHMENT 4**

**2020 Committee**  
 Councilmembers  
 Patsy Cudaback  
 Jason Gamble  
 Kirk Scarboro

## 2020 WORK PLAN\*

Month	Lead Department	Agenda Item
January 21	Finance	Parks Capital Bond Direct Billing Study (FCS)
February 18	Finance	Direct Billing Study (FCS)
	HR	Annual Performance Review Update City Severance Policy
March 17	CANCELLED	
April 21	Finance	2020 Budget Amendment Review 2019 annual report Water Station Annual Fee Sales and Property Tax discussion Reserve Policy update Purchasing Policy update
May 19	Finance	Begin Travel/Expense Reimbursement Policy review/update TBD allowable costs review
June 16	Finance	Complete Travel/Expense Reimbursement Policy review/update 6 year utility funds projection update
July 21	Finance	Next Budget Cycle Revenue Assumptions
August 18	HR	Mid-Year Performance Review Update
September 15	Finance	General Fund six year projection
October 20	Finance	Old business close out
November 17	Finance	Old business close out
December 15**	Finance	

*\*The work plan items are subject to change as needed; and Regular Meetings held the third Tuesday of each month at 5:30 p.m.; unless otherwise noted.*

*\*\*City Council Meetings have been cancelled on these dates; Committee Meetings TBD.*



**MONROE CITY COUNCIL**  
**Transportation/Planning, Public Works,**  
**Parks & Recreation and Public Safety Committee**  
**(P3) Committee**

**ATTACHMENT 5**  
**2020 Committee**  
 Councilmembers  
 Ed Davis  
 Jeff Rasmussen  
 Heather Rousey

## 2020 WORK PLAN\*

Month	Lead Department	Agenda Item
January	CANCELLED	
February 25	Administration	2020 Work Plan
	Public Works	WWTP Engineering Report
	Community Dev.	Urban Growth Area Boundary
March 24	Public Works	2021- 2026 Six-Year TIP French Slough Flood Control District ILA
	Parks & Rec.	191 <sup>st</sup> Ave Trail
	Community Dev.	Temporary Encampment Regulations
April 28	Parks & Rec.	Security Camera Policy
	Community Dev.	Floodplain Regulations UDR Housekeeping
May 26**	Community Dev.	Building Code Updates Small Cell Regulations
June 22	Community Dev.	Northwest and Northeast Annexation Areas Buildable Lands Report Update
	Public Works	102021-2027 CF
July 28	Community Dev.	North Kelsey Planning and Design Guidelines/Enviro
	Parks & Rec.	PROS Plan Update
August 25	Parks & Rec. and Community Dev	Tree Regulations
	Community Dev.	Annual Comp Plan Amendments
September 22	Community Dev.	Affordable Housing Code
October 27	Public Works	Tour WWTP
November 24**	Community Dev.	Countywide Buildable Lands
	Parks & Rec.	PROS Plan Update
December 22**	Public Works	2022 – 2027 Six-Year TIP

*\*The work plan items are subject to change as needed; and Regular Meetings held the fourth Tuesday of each month at 6 p.m.; unless otherwise noted.*

*\*\*City Council Meetings have been cancelled on these dates; Committee Meetings TBD.*



# MONROE CITY COUNCIL

## Agenda Bill No. 20-043

<b>SUBJECT:</b>	<b>Resolution No. 004/2020, Authorizing Recreation and Conservation Office (RCO) Grant Application for East Monroe Site</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Parks and Recreation	Denise Johns	Denise Johns	<b>Consent Agenda #8</b>

- Discussion:** 03/10/2020  
**Attachments:** 1. Resolution No. 004/2020  
 2. Sample RCO Agreement

**REQUESTED ACTION:** Move to approve Resolution No. 004/2020, Recreation and Conservation Office Applicant Resolution/Authorization for Project Numbers and Names: (1) 20-1209 ACQ, East Monroe Heritage Site Acquisition, Salmon State Projects (SRFB); and (2) 20-1286 ACQ, East Monroe Heritage Site Acquisition, Land and Water Conservation Futures (LWCF).

### POLICY CONSIDERATIONS

*The State Recreation and Conservation Office (RCO) requires the legislative body (City Council) to approve submittal of grant applications to the Office. Acquisition of the East Monroe property is not included in the adopted 2020 Capital Improvement Plan or in the 2020 Budget.*

*The policy question for the City Council is whether to submit grant applications in 2020 to acquire the 'East Monroe Property.' Successful grants would be awarded in 2020 and 2021. The City Council will have an opportunity to decide whether to accept a grant before obligating any City funds.*

### DESCRIPTION/BACKGROUND

In 2018 the City was awarded two grants to purchase five parcels, approximately forty-three acres of land, commonly known as East Monroe Heritage Site from:

1. State Recreation Conservation Office (RCO) Land and Water Conservation Futures (LWCF) for \$500,000, and
2. Snohomish Conservation Futures for \$500,000.

In 2019 the City Council declined to accept the LWCF grant because the City did not have the matching funds to meet the appraised value of the property. Since the City declined the LWCF grant, the property owner requested a second review appraisal. The new appraisal value is \$2,800,000.

Currently, City staff are preparing two RCO grant applications to secure approximately two million dollars to purchase the property: \$1,550,000 (SRFB); and \$500,000 (LWCF).

Grant applications were due February 28, 2020, for SRFB and May 1, 2020, for LWCF. Grants will be awarded beginning September 16, 2020, for SRFB and July 1, 2021, for LWCF.

SRFB grants require a minimum fifteen percent match and LWCF grants require a fifty percent match. Because the City was successful in securing \$500,000 from Snohomish Conservation Futures Funds in 2018, this funding represents the approximate match for both grants.

City Staff are also prepared to submit a grant application for Snohomish Conservation Futures Funds for an additional \$250,323 in March 2020 to secure the \$2.8 million necessary to meet the appraised value of the property.

RCO grants have a number conditions as outlined in the proposed resolution (Attachment 1).

1. The City must “certify” the availability of match at least one month before LWCF funding approval in 2021.
2. The property owner must sign a “landowner acknowledgment form” supporting the City’s application to purchase the property. The property owner has signed the acknowledgment form.
3. Funding is provided on a “reimbursement” basis. The project would need to be included in the city’s budget before funds could be expended.

### **RCO Resolution Purpose**

The resolution authorizes the Mayor to act as the City’s representative to:

1. Approve submittal of a grant application to the Office;
2. Enter into a project agreement(s) on behalf of our organization (Attachment 2);
3. Sign any amendments thereto on behalf of our organization;
4. Make any decisions and submissions required with respect to the Project(s); and
5. Designate a project contact(s) to implement the day-to-day grant(s) management.

### **Long Term Obligations**

Key long-term obligations for grant-funded acquisition projects summarized here include the following:

1. Perpetuity. RCO requires the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
2. Conversion. Grant-funded acquired property may not at any time be converted to other uses and shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.
3. Open to the public. Property must be open and accessible to the public.

### **FISCAL IMPACTS**

This project is not included in the City’s 2020 Budget. The proposal is to submit the grant application in 2020 and amend the City’s Comprehensive Plan to include the project in the Capital Facility Element during adoption of the 2020 Budget. The City would fund the acquisition using grant funding. If the project is funded, the City will incur ancillary costs in future years related to due diligence before completing the purchase, restoration and stewardship planning and implementation and long term maintenance.

**TIME CONSTRAINTS**

Although the granting agency has flexibility for attaching required back up documentation, the Grant submittal deadlines were February 28, 2020, for SRFB and is May 1, 2020, for LWDF.

**ALTERNATIVES TO REQUESTED ACTION**

Do not approve Resolution No. 004/2020 and provide direction to City Staff. This alternative indicates the City Council has questions or concerns regarding the proposed resolution. The City may decide not to submit a grant application at this time to acquire the East Monroe properties. Or, the City Council may have concerns regarding its obligations as detailed in Resolution No. 004/2020.

**RECREATION AND CONSERVATION OFFICE  
APPLICANT RESOLUTION/AUTHORIZATION**

**Organization Name: CITY OF MONROE  
RESOLUTION NO. 004/2020**

Project Numbers and Names: (1) 20-1209 East Monroe Heritage Site (Salmon); and (2) 20-1286 ACQ, East Monroe Heritage Site (LWCF)

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Mayor Geoffrey Thomas is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).
3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at:  
<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>.  
We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.
5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.
10. (*Recreation and Conservation Funding Board Grant Programs Only*) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor.
13. *[Acquisition Projects Only]* Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.
14. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property]* Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.
15. *[Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property]* Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.
16. *[Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]* Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.
17. This resolution/authorization is deemed to be part of the formal grant application to the Office.
18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

*[Native American Tribes, Local Governments, and Nonprofit Organizations Only]* This application authorization was adopted by our organization during the meeting held:

Location: \_\_\_\_\_

Date \_\_\_\_\_

[All Applicants] Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

Approved: March 10, 2020  
Effective: March 10, 2020

CITY OF MONROE, WASHINGTON

(SEAL)

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk

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

Washington State Attorney General's Office  
Approved as to form

*Bruce Tallen*  
\_\_\_\_\_  
Assistant Attorney General

1/19/18  
\_\_\_\_\_  
Date

*This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.*

*This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.*

*RCO reserves the right to make updates to this template.*

**RCO GRANT AGREEMENT**

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

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

**A. PARTIES OF THE GRANT AGREEMENT.**

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
  - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

**B. PURPOSE OF AGREEMENT.**

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

**C. DESCRIPTION OF PROJECT.**

{ProjectDescription}

**D. PERIOD OF PERFORMANCE.**

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

**E. STANDARD TERMS AND CONDITIONS INCORPORATED.**

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

**F. LONG-TERM OBLIGATIONS.**

*(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))*

**G. PROJECT FUNDING.**

The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

#### **H. FEDERAL FUND INFORMATION.**

*(This section only appears if there is federal funding nexus)*

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

#### **I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

*(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)*

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

#### **J. AMENDMENTS TO AGREEMENT.**

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

**K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.**

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

*{CustomApplicableManuals}*

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

**L. SPECIAL CONDITIONS.**

*{CustomSpecialConditionsAsMayApply}*

**M. AGREEMENT CONTACTS.**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**N. ENTIRE AGREEMENT.**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**O. EFFECTIVE DATE.**

1. Unless otherwise provided for in this Agreement, this Agreement, for project {ProjectNumber}, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

---

Signatures:

---

Sponsor/Date

---

Recreation and Conservation Office/Date

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Example

## **STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT**

Last Updated: February 12, 2020

### **1. CITATIONS, HEADINGS AND DEFINITIONS.**

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

## **2. PERFORMANCE BY THE SPONSOR.**

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**3. ASSIGNMENT.**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

**4. RESPONSIBILITY FOR PROJECT.**

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

**5. INDEMNIFICATION.**

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

**6. INDEPENDENT CAPACITY OF THE SPONSOR.**

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

**7. CONFLICT OF INTEREST.**

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8. COMPLIANCE WITH APPLICABLE LAW.**

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
  - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
  - iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
    - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
  - iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
    - (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03;
    - (2) The nonprofit organization's management and administrative headquarters must be located in Washington;
    - (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and
    - (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
  - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

## **9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES**

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
  - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
  - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
  - iii. State Environmental Policy Act,
  - iv. National Environmental Policy Act,
  - v. National Historic Preservation Act of 1966,
  - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a)the permitting authority and landowner are not the same, and (b)the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
  - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
  - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
  - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
  - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

## **10. RECORDS.**

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## **11. PROJECT FUNDING.**

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## **12. PROJECT REIMBURSEMENTS.**

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
  - ii. Are not included as contributions for any other Federal award;
  - iii. Are necessary and reasonable for accomplishment of project or program objectives;
  - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
  - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
  - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

### **13. ADVANCE PAYMENTS.**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

### **14. RECOVERY OF PAYMENTS.**

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### **15. COVENANT AGAINST CONTINGENT FEES.**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **16. INCOME (AND FEES) AND USE OF INCOME.**

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - i. The Sponsor's matching resources;
  - ii. The project's total cost;
  - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - v. Capital expenses for similar acquisition and/or development and renovation; and/or
  - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - i. Grant program laws, rules, and applicable manuals;
  - ii. Value of any service(s) furnished;
  - iii. Value of any opportunities furnished; and
  - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

## **17. PROCUREMENT REQUIREMENTS.**

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
  - i. Publish a notice to the public requesting bids/proposals for the project;
  - ii. Specify in the notice the date for submittal of bids/proposals;
  - iii. Specify in the notice the general procedure and criteria for selection; and
  - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

**18. TREATMENT OF EQUIPMENT AND ASSETS.**

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
  - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
  - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

**19. RIGHT OF INSPECTION.**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

**20. STEWARDSHIP AND MONITORING.**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

**21. PREFERENCES FOR RESIDENTS.**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**22. ACKNOWLEDGMENT AND SIGNS.**

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
  - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
  - i. The fund source;
  - ii. The percentage of the total costs of the project that is financed with federal money;
  - iii. The dollar amount of federal funds for the project; and
  - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. Use of Best Management Practices. Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

**24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.**

- a. The following provisions shall be in force:
  - i. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
  - ii. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
  - iii. Legal Description of Real Property Rights Acquired. The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
  - iv. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
  - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
  - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
  - ii. No hazardous substances were found on the site, or
  - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
  - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
  - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release . The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

## **25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.**

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

**26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.**

- a. The following provisions shall be in force for this agreement:
  - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
    - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
    - b. In a reasonably safe condition for the project's intended use;
    - c. Throughout its estimated useful service life so as to prevent undue deterioration;
    - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
  - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
    - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
    - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
    - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## **27. RECORDED NOTICE OF GRANT.**

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

## **28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.**

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
  - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
  - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
  - iii. Maintain sites or facilities open to the public and may not limit access to members.

## **29. PROVISIONS FOR FEDERAL SUBAWARDS.**

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt 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 project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. Procurement of Recovered Materials. A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Required Insurance. The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. Debarment and Suspension (Executive Orders 12549 and 12689). The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. Conflict of Interest. Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### **30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.**

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### **31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.**

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

### **32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.**

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.**

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

### **34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### **35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.**

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. Lobbying. The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. Reimbursement Limitation. If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. Disadvantaged Business Enterprise Requirements. The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.  
  
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
  - i. Include qualified minority and women's businesses on solicitation lists.
  - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
  - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
  - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
  - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
  - I. Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)
  - II. Disclosure of Lobbying Activities, SF LLL:  
[http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.  
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

### **36. ORDER OF PRECEDENCE.**

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

### **37. LIMITATION OF AUTHORITY.**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

### **38. WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

### **39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

### **40. SPECIFIC PERFORMANCE.**

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

### **41. TERMINATION AND SUSPENSION.**

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
    - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
    - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
    - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
    - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
  - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
  - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
  - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
  - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

#### **42. DISPUTE HEARING.**

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
  - i. The disputed issues;
  - ii. The relative positions of the parties;
  - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

**43. ATTORNEYS' FEES.**

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

**44. GOVERNING LAW/VENUE.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**45. SEVERABILITY.**

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

**46. END OF AGREEMENT.**

This is the end of the agreement.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-044

<b>SUBJECT:</b>	<b>Ordinance No. 002/2020, Amending MMC 2.40, Legal Representation; Final Reading</b>
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/10/2020	Human Resources Finance	Ben Warthan Becky Hasart	Becky Hasart	Consent Agenda #9

**Discussion:** 02/25/2020; 03/10/2020  
**First Reading:** 02/25/2020  
**Attachments:** 1. Ordinance No 002/2020

**REQUESTED ACTION:** Move to adopt Ordinance No 002/2020, Amending Chapter 2.40 MMC Legal Representation; Clarifying the Scope of the City’s Legal Representation Obligation for Claims Against City Officials and Employees; Providing for Severability; and Establishing an Effective Date.

### POLICY CONSIDERATION

*RCW 35A.11.020 provides that the City Council has the power to organize and regulate its internal affairs and to define the functions, powers, and duties of its officers and employees within the provisions of RCW 35A, which governs optional code cities. This would also include defining which positions, both appointed and contracted, would be allowed legal representation while performing their respective duties in good faith.*

### DESCRIPTION/BACKGROUND

Monroe Municipal Code Chapter 2.40 provides for legal representation of the City’s appointed officials and employees. This chapter was not updated to include the Municipal Judge when the City began to operate its proprietary court. With the recent change in the appointed Municipal Judge, a review of the various relevant code sections brought this housekeeping item to staff’s attention.

***First Reading of this ordinance was accepted on February 25, 2020; and there have been no changes since that time.***

### FISCAL IMPACTS

None.

### TIME CONSTRAINTS

This item should be done as quickly as possible as the Municipal Judge has been appointed and approved.

### ALTERNATIVES

None. This item is a housekeeping matter.

**CITY OF MONROE  
ORDINANCE NO. 002/2020**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 2.40 MMC LEGAL REPRESENTATION; CLARIFYING THE SCOPE OF THE CITY'S LEGAL REPRESENTATION OBLIGATION FOR CLAIMS AGAINST CITY OFFICIALS AND EMPLOYEES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, the City has adopted and codified at Chapter 2.40 MMC local standards and procedures governing the City's provision of legal representation for City officials and employees who face claims arising out of their service or employment; and

WHEREAS, the City Council desires to amend Chapter 2.40 MMC in order to clarify that the judges and judges pro tempore of the City's Municipal Court are entitled to legal representation under that chapter.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Amendment of MMC 2.40.010. Section 2.40.010 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

As used in this chapter, "officials and employees" means all elected city officials, including the mayor and members of the city council, together with the city administrator, the building official, the city attorney, the public works superintendent, the city engineer, the city planner, the director of community development, the city clerk, the city finance director, the risk manager, the police chief, **the judge and judges pro tempore of the municipal court**, all other full-time and part-time employees of the city not specifically identified, and any person appointed by the mayor or city council to serve on a city board, committee or commission.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

First Reading: 02/25/2020  
Adoption: 03/10/2020  
Published: 03/13/2020  
Effective: 03/18/2020

CITY OF MONROE, WASHINGTON:

(SEAL)

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-045

<b>SUBJECT:</b>	<b>Confirmation of Vision 2050 Sounding Board Member Appointments</b>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/10/2020	Administration	Deborah Knight	Deborah Knight	<b>New Business #1</b>

**Discussion:** 03/10/2020; 02/02/2020; 01/31/2020; 12/10/2019

- Attachments:**
1. Sounding Board Appointments
  2. Vision 2050 Scope of Work and Timeline

**REQUESTED ACTION:** Move to confirm the Mayor’s appointment of: Kelsey Borland; Joan Brown; Yessica Carmel; Zachary Hegtvedt; Darryl Jacobsen; Drew James; Peter Maxson; Paul Sanders; Phil Spirito; and other members as the Mayor may appoint to meet the requirement of creating a diversified board to represent Monroe community members and business owners.

### POLICY CONSIDERATIONS

*RCW 35A.13.080 provides for the appointment by the mayor, subject to confirmation by the City Council, of citizens’ committees, commissions, and boards advisory to the City Council.*

*The City Council’s action will establish a Sounding Board to assist the City with developing a collaborative community driven vision, mission, and core values statement that may be used to guide the city’s long-range comprehensive plan.*

### DESCRIPTION/BACKGROUND

On December 10, 2019, the City Council approved a contract with Enviroissues to oversee a collaborative community process to help develop a long-range vision, mission, and core values statement for the City.

The vision, mission and core values statement will be used to guide the 2023 Comprehensive Plan Update and six-year strategic plan.

A key component of the project is the creation of a ten to twelve member community “Sounding Board.”

The purpose of the community Sounding Board is to provide guidance to City Council, Mayor, and Staff during the research, planning, public outreach, and coordination phases of Vision 2050. After the visioning process is complete, the function of the Sounding Board changes to educate other stakeholders about the City’s revised vision, mission, and core values statements.

Potential members were identified by Mayor Thomas and city staff to represent significant community constituencies, including:

- Youth
- Seniors
- Latinx communities
- New residents
- Established residents
- Local developers
- Veterans
- Business owners
- Non-profit organizations
- Service organizations
- Families

Enviroissues recommends convening the Sounding Board once in the spring (during the initial Assessment phase) and once in the fall of 2020 to finalize the vision, mission and core values statements before making a recommendation to the City Council.

The primary focus of the first meeting will be a workshop to explore the City's core values and the vision statement. Sounding Board members will be invited to attend and/or present at a final City Council briefing with the recommended vision, mission, and core values.

EnviroIssues will provide meeting materials and a note-taker as well as expertise on structure and operating guidelines, roles, and responsibilities to leverage the exponential networks of the members within the community. EnviroIssues, working through the Sounding Board structure, will share findings from individual tasks to the public, community groups, City Council, the Mayor, City Staff, and other stakeholders at key milestones throughout the contract.

Some of this outreach may occur in person through briefings, while other updates may be shared online using a digital platform.

Sounding Board meetings will be scheduled at City Hall. City Staff will create a City webpage where all meetings will be noticed and materials posted, as prescribed by Washington's Open Public Meetings Act.

#### **FISCAL IMPACTS**

Support for the Sounding Board is included in the project budget for 2020.

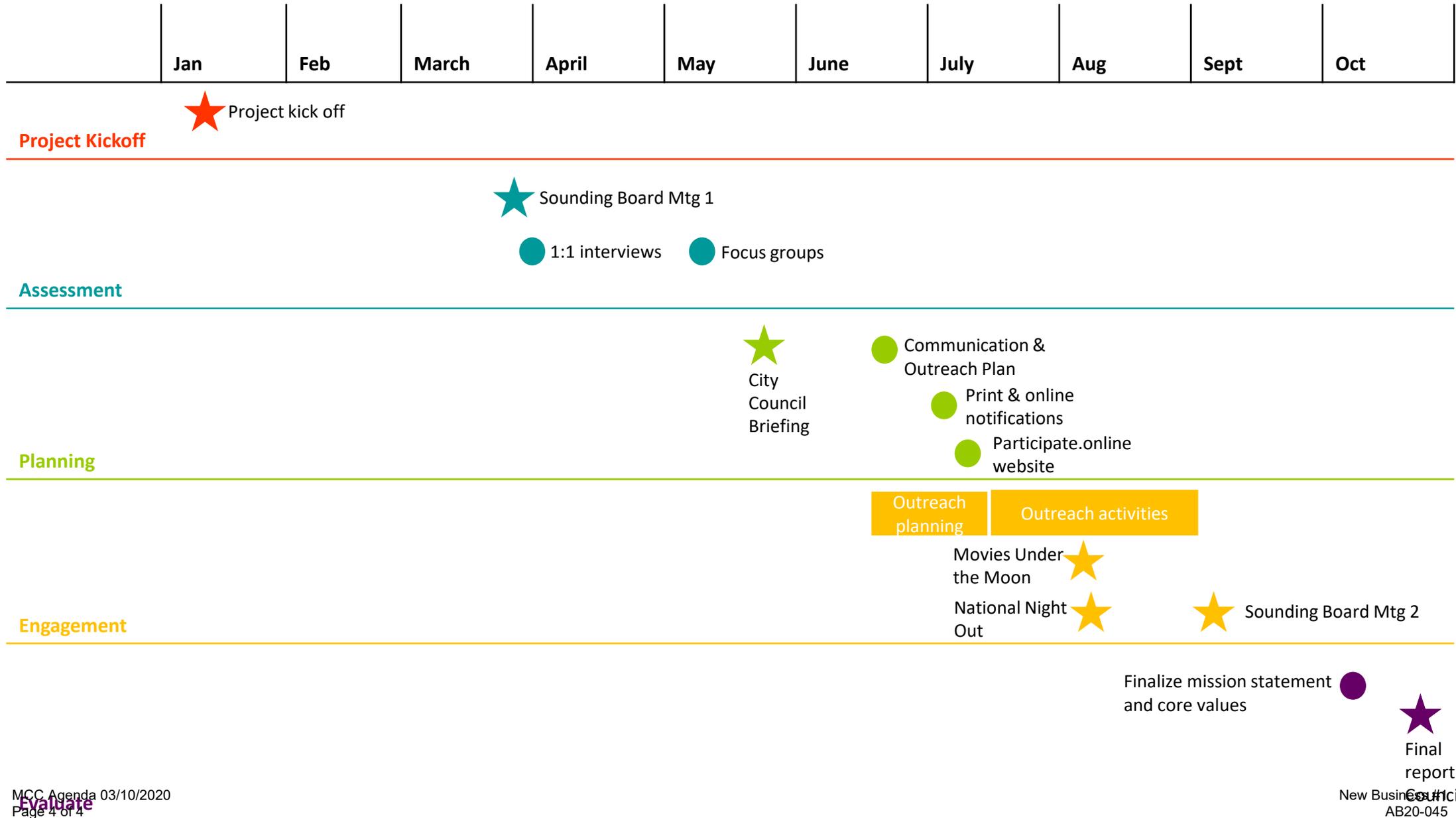
#### **TIME CONSTRAINTS**

The Sounding Board is scheduled to convene in late March. The City Council should confirm the Mayor's appointments to the Board as soon as practical. The goal is to have a recommendation from the Board in time to update to the strategic plan if necessary during the budget process. The last Board meeting is tentatively early September with the final report delivered to the City Council in late October.

#### **ALTERNATIVES**

Choose not to confirm one or more of the appointments; and provide direction to the Mayor and Staff to continue to collect applications.

Kelsey	Borland	Youth	Confirmed - Key Club President
Joan	Brown	Seniors	Confirmed - Member of Senior Center, past president
Yessica	Carmel	Latino community	Confirmed - Works at Take the Next Step
Zachary	Hegtvedt	New residents, young family	Confirmed
Darryl	Jacobsen	Developer	Waiting for confirmation
Drew	James	Veterans	Confirmed - VFW President
Peter	Maxson	Department of Corrections	Confirmed - Works at Department of Corrections
Bill or Cathy	McCain	Long-term resident	Waiting for confirmation
Paul	Sanders	Local business owner, recreationalist	Confirmed - Owner of Pacific Bike and Ski
Phil	Spirito	Monroe Equity Council	Confirmed - Works at the library
TBD		Individuals and families with low income	Elizabeth from Housing Hope is coordinating
TBD		Individuals experiencing homelessness	Mike from TTNS has someone in mind and is coordinating
TBD		Families with school-aged kids	Coordinating with family liaisons at Monroe School District
TBD		Agriculture	Have been trying to reach Jennifer Reiner and Dale Reiner, but get no response





# MONROE CITY COUNCIL

## Agenda Bill No. 20-046

<b>SUBJECT:</b>	<b>Authorize Transfer from General Fund to Information Technology Fund for Additional IT Contract Services</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
03/10/2020	Human Resources	Ben Warthan	Ben Warthan	<b>New Business #2</b>

**Discussion:** 03/10/2020

**Attachments:** 1. None.

**REQUESTED ACTION:** Move to authorize transfer of \$80,000 of General Fund 2019 ending fund balance to the Information Technology (IT) Fund for additional contract IT services; and further authorize staff to engage said services.

### POLICY CONSIDERATIONS

*City's procurement policy requires any professional and/or personal services contracts not part of the budget regardless of amount must be authorized by Council. The City Council is responsible for the budget.*

### DESCRIPTION/BACKGROUND:

City staff is requesting to add an additional IT contract staff to assist with day-to-day desktop support items and a back log of work. As the City's IT requirements and software have changed and increased, the City is leaning more on contracted IT services to accomplish various tasks. The City's current IT vendor, ISOsource, was originally brought on board to provide services at the network level and to manager larger IT projects. Having our existing vendor work on tasks below the network level is not cost efficient as the current bill rate for a Systems Engineer is \$180 per hour.

The backlog of work includes:

- Non-critical updates (Java, Lenovo).
- Updates for Monroe Coordination Center, to include computers, phones and Box Lights.
- Updates for Incident Support Center.
- Update/Maintain Documentation.
- Monitor weekly backups.
- Auditing of Logs.
- Surplus of property.

Increased customer service:

- Increased availability of on-site IT services for the City.
- Decreased turnaround time for resolution of issues.
- IT assistance during meetings (Planning Commission, Council meetings).
- Working with vendors to resolve mission critical issues.
- Order IT equipment from vendors.

This request is for the remainder of 2020. The cost will be funded by using ending fund balance. IT staffing will be reviewed during the IT strategic plan scheduled to start in April.

**FISCAL IMPACTS**

Bill rate for contracted IT services is estimated at \$40-\$50 per hour depending on experience, but is not expected to exceed \$80,000.

This item is currently considered a one-time cost. To fund this contract, it is recommended that \$80,000 of the 2019 General Fund ending fund balance to be transferred to the Information Technology Fund as part of the first 2020 budget amendment.

**TIME CONSTRAINTS**

As soon as possible.

**ALTERNATIVES**

- Approve request for six months and reevaluate at that time. Cost for six months would be \$54,000.
- Continue to use ISOutsource for lower level tasks.
- Deny request and have Mayor direct staff to look at other options.



**MONROE CITY COUNCIL**  
**Public Safety**  
**Committee Meeting**  
Tuesday, March 3, 2020, 6 P.M.  
Monroe City Hall, Permit Assistance Center

**2020 Committee**  
Councilmembers  
Patsy Cudaback  
Ed Davis  
Heather Rousey

# **AGENDA**

**I. Call to Order**

**II. Approval Minutes**

A. February 4, 2020, Committee Meeting

**III. New Business**

A. Draft Homelessness Communications Plan (Administration)

B. LEMAP Preview (Police)

C. Continuity of Government/Operations (Emergency Management)

D. MMC 2.60, Emergency Management, Amendments (Emergency Management)

**IV. Next Committee Meeting (April 7, 2020, 6 p.m.)**

A. April 7, 2020, Discussion Items: Judge Ness Update; Detective/Pro-Act Consolidation; Code Enforcement Update – Chronic Nuisance Properties

**V. Adjournment**



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## Mission

**Protect and enhance the natural beauty of Monroe through the development of a vibrant system of parks, open space and trails. Provide citizens of all age's positive recreational opportunities in clean, safe and accessible recreation facilities. Enhance health, quality living and the natural environment for future generations.**

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## Department Update

### Operations

Parks and Recreation Department team members have started the year off strong with recreation use of our park's facilities and athletic fields, as well as scheduled maintenance, park improvements such as landscape winterization and repair work on facilities, equipment and landscaped areas.

Some additional projects this month included installing a memorial bench at Lake Tye. Adding more foot room for the music ball at Lewis Street Park and adding the pad for the GameNetic Game Console at Lewis Street Park. Once the concrete cures, the team will be installing the GameNetic.



Left: Memorial bench installation at Lake Tye, Middle: Music ball foot room installation, Right: Concrete pad for GameNetic Game Console

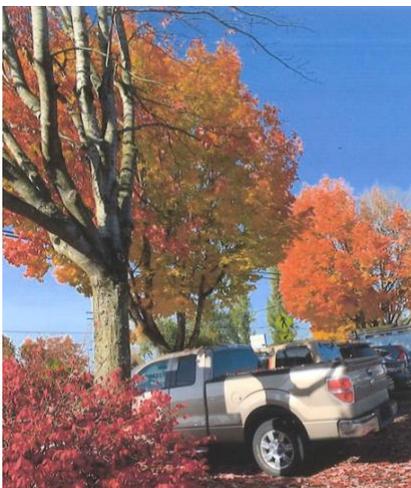
## Monroe Park Board

Students and faculty from Western Washington University (WWU) presented their environmental assessment of a temporary trail proposed for the Highway 2 Bypass Corridor to the Park Board during their meeting February 20<sup>th</sup>. The environmental assessment was completed as a part of their Environmental Studies, ENVS 493 coursework completed December 2019 through the university's Sustainable Communities Program (SCP). The City became a WWU Sustainable Community Partner 2018. We want to extend our appreciation to students Alyssa Leone and Amelia Flores, faculty, Dr. Tammi Laninga and SCP Coordinator, Lindsey McDonald for attending the meeting and providing a thorough overview of their work. Thank you for your hard work and excellent presentation.



WWU Students presented to the February 20<sup>th</sup> Park Board

The Park Board unanimously supported tree nominated for the City's Heritage Tree Program. Trees nominated were a White Oak gracing a private residence on Blakeley and Maple Tree grove nominated at Evergreen Hospital parking. We are grateful to add these lovely specimens to our Heritage Tree Inventory and thank our participants!



## Sound Salmon Solutions Al Borlin Planting

On Tuesday February 11th, a group of ten Sound Salmon Solution volunteers met at Al Borlin Park and planted 100 western red cedar trees and 200 western hemlocks. A special thank you to UW Bothell intern Tetsu and the WA Department of Ecology for funding this project.



Sound Salmon Solutions Volunteers

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## Ahmadiyya Muslim Community Volunteer Day

20+ volunteers from the Ahmadiyya Muslim Community came together on February 15th to spread new playground chips at Wales Street Park and Hill Crest Park. They worked together to spread 60 yards of new chips. They were a bit short on chips at Wales Street Park so our Parks Department team returned the following week to spread the remaining chips needed.



Left: Ahmadiyya Muslim Community working hard to spread chips, Right: Mayor Thomas, Parks Department Lead, Mike Thomas and the volunteer group.

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## City Parks Unmarked Trails Inspections

In 2017, a weekly maintenance monitoring emphasis by park staff was initiated on unmarked trails at Al Borlin and Sky River Parks to identify and resolve, in cooperation with our Police Department,

any unlawful encampments that may occur in City parks. Attached is the comprehensive data from 2017 to preview. The following is a summary of data for the past month:

**Locations: Al Borlin Park, Sky River Park**

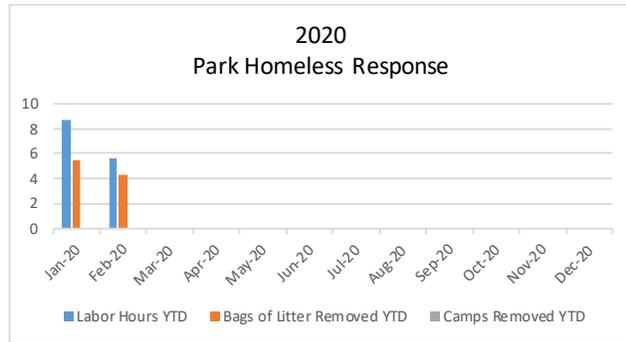
DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
2/12	4.5	4	
2/20	7.5	5	
2/27	5	4	
Avg.	5.67	4.33	
			See attached Parks Homeless Response Data 2017- 2020

**Volunteer Opportunities** Join the City of Monroe team by volunteering your talent and time to support City programs, projects and events. Volunteering is an opportunity to learn about Monroe’s diverse community, understand how local government works and connect with other community members. The City offers on-going and one-time event volunteer opportunities. If you are interested in volunteering, or seeking additional information, please contact Katie Darrow at (360) 863-4519.

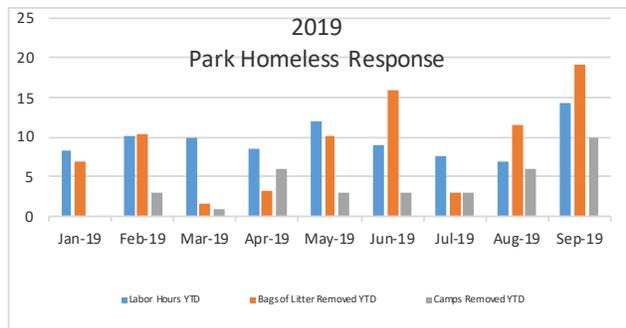
Visit the City website [www.monroewa.gov](http://www.monroewa.gov) for information on upcoming programs and events.

**2017-2020**  
**Park Homelessness Response**

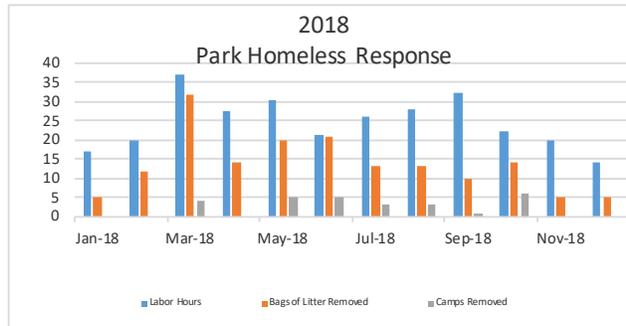
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-20	8.75	5.5	0
Feb-20	5.67	4.33	0
Mar-20			
Apr-20			
May-20			
Jun-20			
Jul-20			
Aug-20			
Sep-20			
Oct-20			
Nov-20			
Dec-20			
<b>Total 2020</b>	<b>14.42</b>	<b>9.83</b>	<b>0</b>



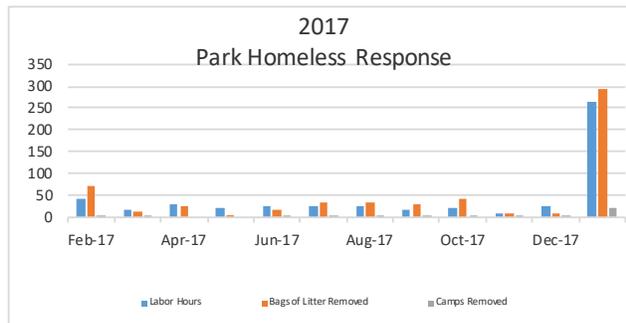
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-19	8.3	7	
Feb-19	10.2	10.3	3
Mar-19	10	1.5	1
Apr-19	8.5	3.25	6
May-19	11.9	10.25	3
Jun-19	9	16	3
Jul-19	7.5	3	3
Aug-19	6.9	11.5	6
Sep-19	14.25	19.25	10
Oct-19	7.3	19.4	6
Nov-19	7.5	0.875	4
Dec-19	7.3	1.2	3
<b>Total 2019</b>	<b>108.65</b>	<b>103.525</b>	<b>48</b>



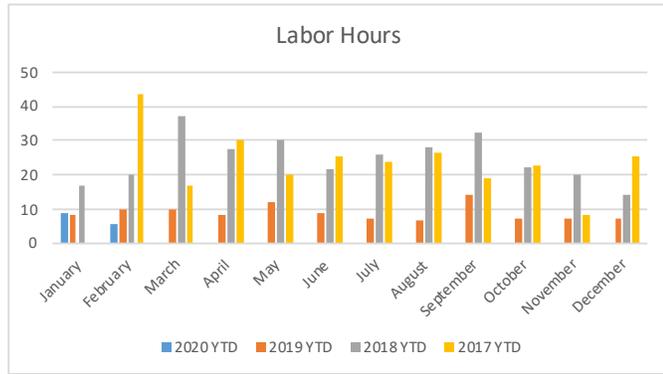
	Labor Hours	Bags of Litter Removed	Camps Removed
Jan-18	17	5	0
Feb-18	20	12	0
Mar-18	37	32	4
Apr-18	27.5	14	0
May-18	30.5	20	5
Jun-18	21.5	21	5
Jul-18	26	13	3
Aug-18	28	13	3
Sep-18	32.5	10	1
Oct-18	22.5	14	6
Nov-18	20	5	0
Dec-18	14	5	0
<b>Total 2018</b>	<b>296.5</b>	<b>164</b>	<b>27</b>



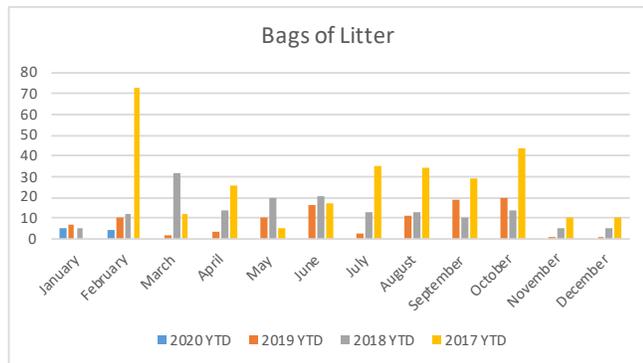
	Labor Hours	Bags of Litter Removed	Camps Removed
Feb-17	43.5	72.5	4
Mar-17	17	12	3
Apr-17	30	26	0
May-17	20	5	0
Jun-17	25.5	17	2
Jul-17	24	35	3
Aug-17	26.5	34	3
Sep-17	19	29	2
Oct-17	23	44	1
Nov-17	8.5	10	3
Dec-17	25.5	10	1
<b>Total 2017</b>	<b>262.5</b>	<b>294.5</b>	<b>22</b>



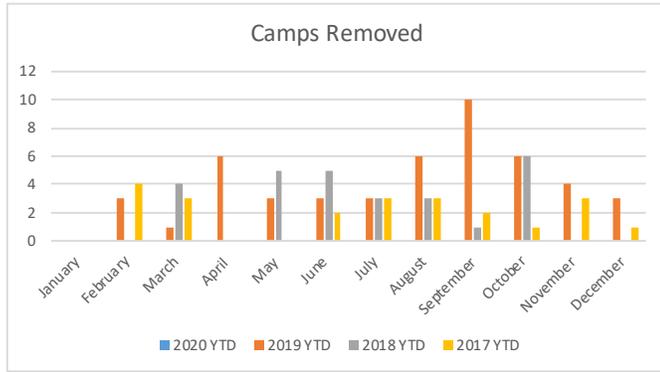
Labor Hours	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	8.75	8.3	17	0
February	5.67	10.2	20	43.5
March		10	37	17
April		8.5	27.5	30
May		11.9	30.5	20
June		9	21.5	25.5
July		7.5	26	24
August		6.9	28	26.5
September	14.25		32.5	19
October	7.3		22.5	23
November		7.5	20	8.5
December		7.3	14	25.5



Bags of Litter Removed	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	5.5	7	5	0
February	4.33	10.3	12	72.5
March		1.5	32	12
April		3.25	14	26
May		10.25	20	5
June		16	21	17
July		3	13	35
August		11.5	13	34
September		19.25	10	29
October		19.4	14	44
November		0.875	5	10
December		1.2	5	10



Camps Removed	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	0	0	0	0
February	0	3	0	4
March		1	4	3
April		6	0	0
May		3	5	0
June		3	5	2
July		3	3	3
August		6	3	3
September		10	1	2
October		6	6	1
November		4	0	3
December		3	0	1





# Monroe Police Department

## Monthly Council Report

### February 2020



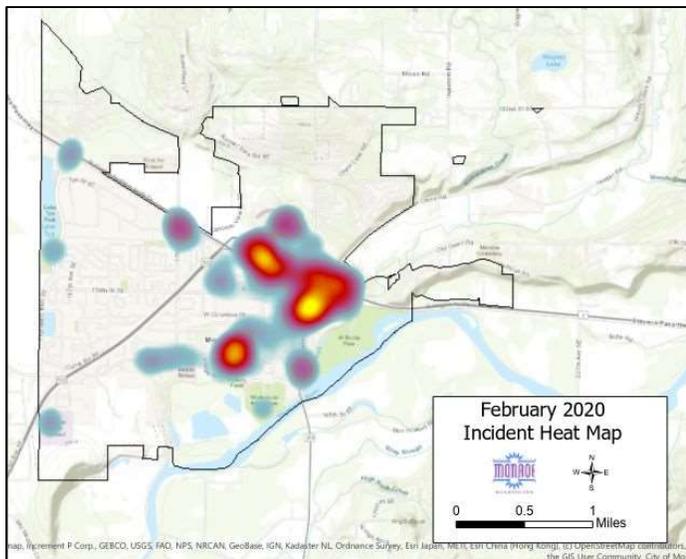
- **SIGNIFICANT CASES/EVENTS**

- **Update on fraud case from January 3<sup>rd</sup>** where Officers had responded to Lowes on subjects attempting to buy \$12,000 worth of items with a stolen check. Officers are continuing to work with Secret Service on this case. The Secret Service is going to file federal charges with the Assistant United States Attorney on two of the suspects. One of the agents advised the approximate loss amount is estimated to be \$1,000,000.
- **February 3<sup>rd</sup>** – Officers received training on our new Automated External Defibrillators that will be kept in officers’ vehicles in case of an emergency.
- **February 18<sup>th</sup>** – The Monroe Police Department is now accepting expired and unwanted medicines in a Med-Project receptacle in our lobby.



- **DEPARTMENT STATISTICS**

	February	2020 YTD	2019 YTD	2018 YTD
<b>Burglaries</b>	1	3	12	6
<b>Vehicle Prowls</b>	13	24	15	12
<b>Vehicle Thefts</b>	3	7	8	3
<b>Vehicle Recoveries</b>	0	3	4	8
<b>Collisions</b>	21	54	40	52
<b>Dispatched Calls</b>	894	1,775	1,699	1,781
<b>Self-Initiated Calls</b>	1,029	2,257	2,410	1,800
<b>Case Reports</b>	245	537	463	490
<b>Tickets</b>	212	464	598	457
<b>Arrests</b>	73	160	107	152
<b>Code – Abandoned vehicle</b>	24	58	38	65
<b>Code – Animal calls for service</b>	26	45	32	34
<b>Code – Nuisance</b>	67	103	148	141
<b>Code – Parking complaints</b>	22	44	65	52
<b>Public Records Requests</b>	75	170	170	198



<b>COMMUNITY OUTREACH TEAM</b>	<b>Feb.</b>	<b>2020 YTD</b>	<b>2019 YTD</b>
<b>Number of Contacts</b>	<b>18</b>	<b>58</b>	<b>84</b>
<b>New Clients / Re-engaged Clients</b>	<b>2</b>	<b>7</b>	<b>7</b>
<b>Diversion Center Intakes</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Detox Scheduled</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Detox Intake</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Substance Use Disorder Assessments Scheduled</b>	<b>1</b>	<b>7</b>	<b>11</b>
<b>Substance Use Disorder Assessments Completed</b>	<b>0</b>	<b>8</b>	<b>3</b>
<b>Inpatient Treatment Admissions</b>	<b>1</b>	<b>7</b>	<b>1</b>
<b>Inpatient Treatment Graduations</b>	<b>4</b>	<b>7</b>	<b>0</b>
<b>Housed</b>	<b>2</b>	<b>6</b>	<b>1</b>
<b>Started Intensive Outpatient Treatment</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>Completed Mental Health Assessment</b>	<b>0</b>	<b>0</b>	<b>0</b>

- The Snohomish Tribune published an article about the Community Outreach Team and one man's journey into recovery with their help.





# PUBLIC WORKS DEPARTMENT MARCH 2020 UPDATE

## Metrics

		2019											2020	
		FEB	MAR	APR	MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB
<b>WWTP</b>	WWTP Total Flow (millions of gallons)	48.78	49.57	49.50	46.00	42.55	42.96	43.69	47.22	48.63	47.31	57.85	69.5	73.81
	Average Daily flow (Millions of gallons)	1.74	1.60	1.65	1.48	1.42	1.39	1.41	1.57	1.57	1.58	1.87	2.24	2.55
	Peak Daily Flow (millions of gallons)	1.97	1.88	2.01	1.81	1.55	1.60	1.63	2.16	2.19	2.09	3.81	2.62	5.04
	Removal Rate	98%	98%	98%	96%	97%	98%	98%	98%	98%	98%	98%	99%	99%
	Biosolids transported to BUF (wet tons)	184	246	250	187	218	191	147	214	243	219	249	223	198
<b>D&amp;C</b>	Private Development (hours)	258	257	261	165	185	159	198	151	346	374	435	402	416
	Capital Projects (hours)	431	861	1002	797	792	639	579	554	656	397	292	459	450
<b>O&amp;M</b>	Street Sweeping/ Brush Cutting (lane miles/hours)	30/0	282/0	497/0	27/96	68/86	64/59	117/108	281/35	680/0	721/0	127/0	134/0	344/0
	Utility Locates	143	205	240	217	210	226	222	207	231	150	164	250	240
	Water sold (millions of gallons) (15th to 15th)	52.1	45.4	52.4	54.6	68.8	73.1	87	79.9	52.9	51.4	49	50.1	49.2 (Est)

## DESIGN & CONSTRUCTION DIVISION

### CHAIN LAKE ROAD SHARED PATH EXTENSION

#### Background

The City of Monroe received a federal grant through Puget Sound Regional Council (PSRC) to design and purchase additional right-of-way for extending the shared sidewalk/path north along Chain Lake Road and end at Brown Road. The sidewalk will match to the existing sidewalk in the vicinity of Rainier View Road.

The original cost estimate for this project is \$3,952,752 through the Streets 318 Fund. To help offset the cost, \$2,429,219 will be reimbursed by secured federal grants, leaving \$1,523,533 for the local match. 2019 revised cost estimation has the project tracking at \$3,500,000, reflecting an increase in right-of-way acquisition trends and additional efforts in design. However, the construction phase is tracking to be lower than originally anticipated, resulting in an overall anticipated lower cost to the project.

The project's portion of the approved 2019 and 2020 Street CIP 318 Fund is shown below. The design and right-of-way phases have been delayed due to continued negotiations with the adjacent property owners. As such, anticipated budget revenues and expenditures did not materialize in 2019 and have carried over into 2020:

	<b>2019 Project Budget</b>	<b>2019 Spent</b>	<b>Remaining</b>
<b>Design</b>	35,000	88,582	(53,582)*
<b>R/W</b>	582,000	220,294	361,706
<b>R/W Assistance**</b>	120,000	109,994	10,006

	<b>2020 Project Budget</b>	<b>2020 Spent</b>	<b>Remaining</b>
<b>Design</b>	0	5,700	(10,005)*
<b>R/W</b>	0	124,187	(237,519)**
<b>R/W Assistance**</b>	0	8,248	(26,586)***
<b>Construction</b>	3,241,350	0	2,150,000****

\*Right-of-way acquisition efforts have delayed finalizing the design.

\*\*Right-of-way negotiations and delays in actual closing of the sales have pushed several acquisitions into 2020. Expenses and corresponding grant reimbursements have rolled over into the current budget cycle.

\*\*\*The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of federally funded projects.

\*\*\*\*Project construction cost estimate is tracking to be significantly lower than originally estimated.

### **Update**

The City is negotiating property purchases with the adjacent landowners. Fifteen of the nineteen parcels have reached agreements thus far. The remaining four parcels are still being negotiated.

Staff will request an extension to the funding deadline to begin construction, which will push the date from June 1<sup>st</sup> to December 31<sup>st</sup> (2020).

### **Timeline**

2018-2020	Design Process
2018-2020	Right-of-Way Acquisition
2020	Design/Right-of-Way Complete
2020	Construction begins
2021	Construction ends



# BLUEBERRY LANE / KELSEY STREET INTERSECTION IMPROVEMENTS

## Background

This intersection has long been known as being problematic and congested at times. Improving the intersection is complicated due to the immediate proximity of Burlington Northern Santa Fe railroad and US2. The flow of traffic is sensitive to the tracks being clear and the US2 signal phasing. In December 2016 and January 2017 a series of council meetings were held to discuss potential design options. Additionally, an Open House was conducted in January 2017 to receive public input on design options. Staff are exploring a design that would create a second, northbound lane along Kelsey Street. This lane would begin at North Street and provide a turn pocket for vehicles wanting to turn onto Blueberry Lane, and also additional queuing capacity for left turns at US2.

Estimated Project Cost: \$490,000 Street CIP

Construction Target: Unknown

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	70,000	94,350*	90,550	3,800
<b>R/W</b>	0	0	0	0
<b>Construction</b>	420,000	436,729**	306,409	130,320

\*Design contract awarded to Century West Engineering for \$92,500.

\*Additional surveying needs performed by Harmsen LLC for \$1,000.

\*Additional surveying needs performed by Harmsen LLC for \$850.

\*\*Construction contract awarded to Kamins for \$322,093

\*\*Construction inspection services awarded to Blueline not to exceed \$98,400.

\*\*Construction material testing on-call task to Robinson Noble for \$2,737

\*\*BNSF crossing upgrade costs in the amount of \$13,499

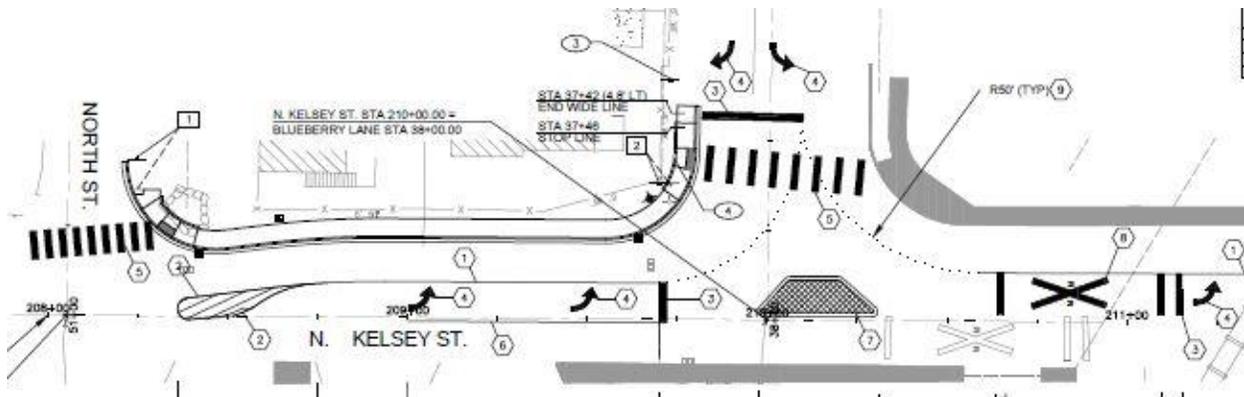
Staff originally expected the project to come in under the original cost estimation. However, unanticipated staff turnover required outsourcing project inspection work to a consultant, resulting in costing that is now slightly over.

## Update

The centerline curbing with tubular delineators has been installed, signaling the end of construction activity for this project. Staff will work with the contractor to receive all required project documentation prior to requesting project acceptance from council.

## Updated Timeline

July 2018	Begin Design Phase
May 2019	Begin Bid Phase
Sept. 2019	Begin Construction
Feb. 2020	End Construction



## TJERNE PLACE PHASE III STREET IMPROVEMENTS

### Background

Tjerne Place Phase III (a.k.a. Oaks Street) is located between Woods Creek Road and Old Owen Road, behind the Monroe Plaza where Albertson's used to be. This private road sees increasing traffic as drivers look to other routes to avoid traffic on US2. The City is interested in converting the road to public right-of-way and making improvements to become similar to other segments of Tjerne Place SE. Additionally, a signalized intersection would be proposed where Tjerne Place SE connects to Old Owen Road. The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of projects that may wish to seek federal funds. Estimated Project Cost: \$6,999,000 Street CIP Fund

	Cost Estimate	Committed Costs	Spent To-Date	Remaining
<b>R/W</b>	1,100,000	0	1,156	1,098,844
<b>R/W Assistance</b>	100,000	97,794*	44,891	52,903

\*Contract Land Services right-of-way consultant contract awarded for \$90,450. Remaining R/W budget represents estimated cost to acquire public right-of-way.

\*Survey task order with KPG for \$7,343.74 to delineate easement area onsite, and prepare easement legal descriptions and exhibits.

### Update

Negotiations continue with the property owners. Consultants are re-appraising on property to consider an 8 foot remnant strip of land that likely will be added to the acquisition area.



### Potential Timeline

2020+	Design process
2018 - 2020	Right-of-Way Acquisition
unknown	Construction Begins
unknown	Project Completion

## GRADEN WATER MAIN PROJECT

### Background

This project replaces aging water main infrastructure within an established neighborhood locally known as the Graden neighborhood and includes 133rd Street SE, 134th Street SE, 208th Avenue SE, 209th Avenue SE, and 210th Avenue SE. Together, the project anticipates replacing over 3,000 lf of aging water main, upgrading fire hydrants and connecting the residences to the new main. The project is located outside of the city limits in the County, but is within our water service district. It is anticipated that the impacted streets will require new roadway surfacing as part of the restoration efforts. The design phase is to occur in 2018 followed by construction in 2019, and is paid through existing water rate revenues.

Estimated Project Cost: \$1,170,000 Water CIP Fund

	<b>Project Budget</b>	<b>Committed Costs</b>	<b>Spent To-Date</b>	<b>Remaining</b>
<b>Design</b>	120,000	75,698*	43,558	32,140
<b>R/W</b>	0	3,702	3,702	0
<b>Construction</b>	1,050,000	775,236**	643,455	131,781

\*Design contract awarded to Harmsen & Associates for \$75,698.

\*\*Construction contract (\$629,363), 20% contingency allowance (\$125,873), inspection costs (\$20,000)

### Update

The project is complete. The City will resurface the neighborhood streets in 2020 as part of the permit conditions with Snohomish County.

### Timeline

2018	Design process
February 2019	Bid Phase
June - Sept 2020	Streets Overlay



## BLUEBERRY LANE STORMWATER IMPROVEMENTS

### Background

Blueberry Lane experiences street flooding during the wet winter months. The existing storm drainage system collects and conveys the stormwater runoff to an infiltration facility. This project would rehabilitate or replace the system with a new infiltration system designed to today's stormwater regulations.

The City is the recipient of a stormwater grant from the Department of Ecology. The proposed award consists of a \$2,633,250 grant and a low interest loan of \$877,750 with the intent to fully fund the project.

Estimated Project Cost: \$3,511,000 Storm CIP Fund

	2019 Project Budget	Committed Costs	2019 Spent To-Date	Remaining
<b>Design</b>	467,460	456,856	71,811	385,045
<b>R/W</b>	0	0	0	0
<b>Construction</b>	0	0	0	0

### Update

As part of the grant conditions, the project had to undergo an archaeological assessment before any design explorations could begin. This has caused unexpected delays in the design phase. The updated timeline to complete the design is now anticipated for June 2020.

### Timeline

2019-2020	Design process
June 2020	Bid Phase
Aug to Nov. 2020	Construction Phase



## ADAMS LANE UTILITY REPLACEMENT

### Background

This project replaces approximately 370 feet of aging 6 inch clay sewer main and approximately 620 feet of aging 6 inch and 4 inch asbestos cement water main under Adams Lane between Pike Street and Powell Street. The new 8 inch ductile iron water main will connect to existing asbestos cement pipe in the aforementioned streets, as well as connecting to an existing 8 inch polyvinyl chloride pipe located midblock.

Estimated Project Cost: \$442,969 Water & Sewer CIP Funds

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	72,780	\$11,463*	11,463	0
<b>R/W</b>	0	0	0	0
<b>Construction</b>	390,189	\$475	0	389,714

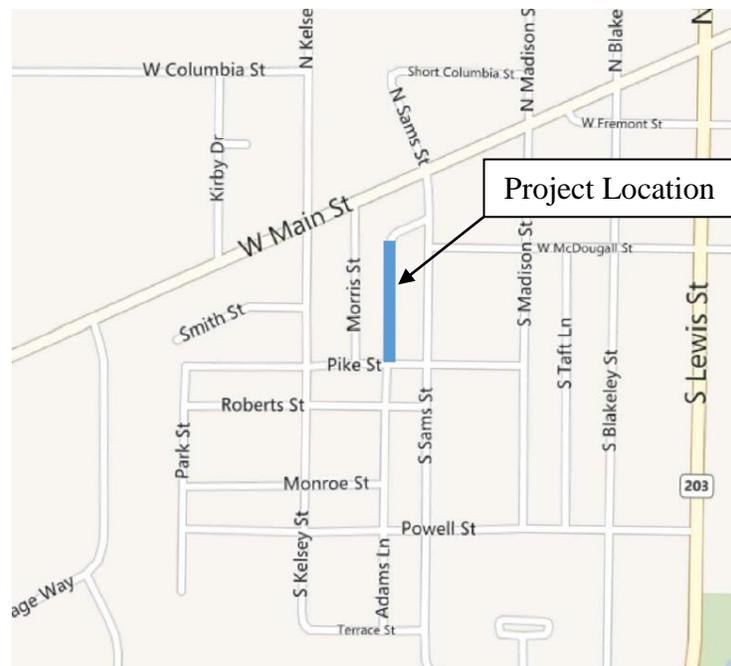
\*On-call survey contract authorized with KPG to collect site information.

### Update

The project was advertised to contractors in February, with Rodarte Construction being the successful low bidder. Their construction contract will go before Council to award on March 10, 2020. Looking forward, we anticipate construction to begin near the end of this month.

### Timeline

2019	Design process
2020	Bid Phase
2020	Construction Phase



## DOC SECOND RESERVOIR

### Background

Construct 850,000 gallon domestic water reservoir on the hill adjacent to the Monroe Correctional complex. This project will increase fire flow capacity in the DOC water zone.

Estimated Project Cost: \$4,296,038 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	485,333	453,328*	209,532	243,796
<b>R/W</b>	0	0	0	0
<b>Construction</b>	3,810,705	0	0	3,810,705

\*Design contract with Murraysmith \$450,000. Environmental review on-call contract with Perteet \$3,328.

### Update

The design is 60% complete, with city staff currently conducting a review on the design to-date. The design phase is anticipated to be completed in June 2020, after which the project will be advertised for contractor bids.

### Timeline

2019	Design process
2020	Bid Phase
2020/21	Construction Phase



## ADA TRANSITION PLAN

### Background

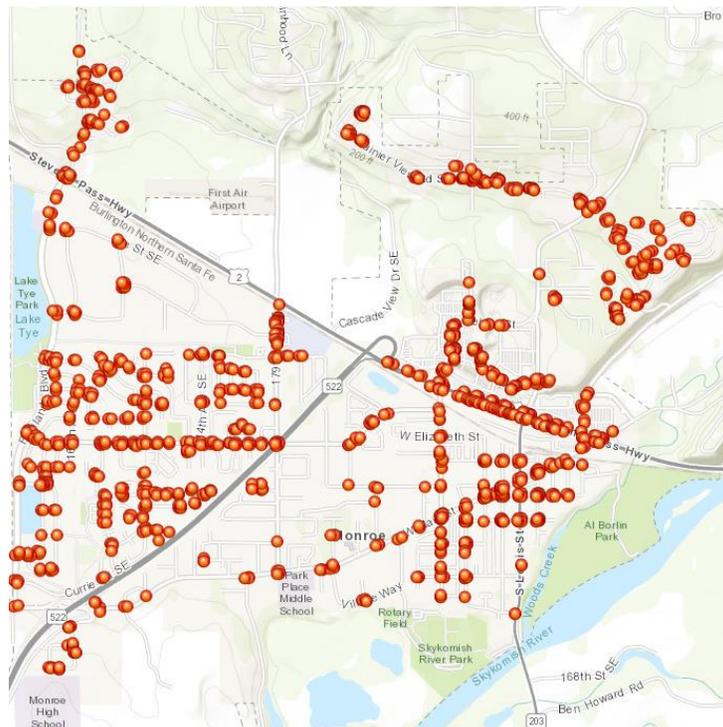
Federal law requires local agencies to identify the existing Americans with Disabilities Act (ADA) compliance issues on all City property, then develop a plan to bring those deficiencies up to current compliance standards. This project would hire a consultant to prepare an inventory and develop the ADA transition plan.

Estimated Project Cost: \$68,153 Street CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	68,153	85,000	0	85,000
<b>R/W</b>	0	0	0	0
<b>Construction</b>	0	0	0	0

### Update

The City has selected the Transpo Group to develop the ADA Transition Plan. Their contract was executed on February 25<sup>th</sup> and the effort behind the ADA Transition Plan is in its beginning stages.



## 2020 STREET PRESERVATION PROGRAM

### Background

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Maintenance efforts include practices such as overlaying with new asphalt, adding new aggregate to the road surface (chip sealing), replacing lost binder oils on the surface (fog seal), and filling in cracks with elastomeric material (crack sealing).

The City has a program that determines best use of TBD funds to maximize maintenance efforts toward our citywide street system. In years past the City has partnered with Snohomish County's Countywide Overlay Program. This program has become larger than intended and Snohomish County has requested Monroe and other cities not to participate for the next few years. As a result, engineering staff are making adjustments and will be performing the design and administering the construction contract this summer.

Existing sidewalk ramps adjacent to the project areas will be reviewed and reconstructed as necessary to be compliant with current ADA standards.

### Update

The 2020 preservation street segments are listed below. The project is anticipated to go out for contractor bids in late March, with bid opening around April 9th.

On Street	From Street	To Street
154 <sup>TH</sup> ST SE	166 <sup>TH</sup> AVE SE	MULBERRY DR
CASCADE VIEW DR	US2	NE END
172 <sup>ND</sup> DR SE	S END	BEATON RD
BEATON RD	169 <sup>TH</sup> AVE SE	TYE ST
TYE ST	169 <sup>TH</sup> AVE SE	BEATON RD
177 <sup>TH</sup> AVE SE	W MAIN ST	CITY LIMITS

318 Fund	Project Budget	Committed Costs	Spent To-Date	Anticipated Remaining
<b>Design</b>	30,000	6,850*	6,850	23,150
<b>R/W</b>	0	0	0	0
<b>Construction</b>	1,211,415	0	0	1,211,415

\*on-call land surveying services contract in the amount of \$6,850.

## N. MADISON IMPROVEMENTS

### Background

This project will reconstruct N. Madison Street, from Main Street to Elizabeth Street. Primary work elements include replacing the asphalt, curbing and sidewalk, replacing the aging sewer and water mains within the street, and constructing a new stormwater system that will separate stormwater runoff from entering the city's sanitary sewer system. The Department of Ecology has awarded \$1,299,625 in a Stormwater Financial Assistance Program (SFAP) grant to help fund the new stormwater element.

Project funding will be shared among the Street 318, water 412 and Sewer 422 CIP funds.

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	75,000	13,475*	0	61,525
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	3,068,715	0	0	3,068,715

\*On-call survey contract authorized with Harmsen Inc to collect site information.

### Update

Site topographic information has been collected from the City's roster of professional land surveyors. The city is also working with the Department of Ecology and Department of Archaeological and Historic Preservation in preparing a Cultural Resources Survey (CRS) and Inadvertent Discovery Plan (IDP). The design effort will continue throughout the remainder of 2020.

### Timeline

2020	Design process
March 2021	Bid Phase
Summer 2021	Construction Phase



## RAILROAD QUIET ZONE STUDY

### Background

This planning effort is to collectively review the city's five at-grade railroad crossings (Fryelands Boulevard, 179<sup>th</sup> Avenue SE, Kelsey Street, Lewis Street and Main Street) for the potential to establish a Quiet Zone within the city limits. A Quiet Zone essentially means that train operators will not sound their horn in the established area unless they have a compelling reason to do so (safety issue). The study is expected to be lengthy and involve BNSF, Amtrak, the Utilities & Transportation Commission (UTC), the Federal Railways Administration (FRA), city engineering staff and hired consultants. Each crossing will be reviewed via a diagnostics meeting with the stakeholders, including what improvements are required. These improvements will need to be made before the City can establish the Quiet Zone.

The 2020 Budget included \$100,000 toward the study and is funded through the 318 Streets CIP Fund.

	<b>Project Budget</b>	<b>Committed Costs</b>	<b>Spent To-Date</b>	<b>Remaining</b>
<b>Design (2020)</b>	100,000	87,135*	0	100,000
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	3,068,715	0	0	3,068,715

\*Consultant Agreement with PH Consulting Inc. in the amount of \$87,135

### Update

The City solicited professional engineering firms to assist in the diagnostics effort for the crossings. PH Consulting Inc. was awarded the contract on February 28<sup>th</sup>, 2020. After a kickoff meeting to establish processes and anticipated timelines, the consultant will begin their analyses of the crossings. Due to the number of agencies involved, the process is expected to take the remainder of 2020, and perhaps into the first months of 2021, before the study is complete.



## US HWY 2 NON-MOTORIZED SHARED PATH

### Background

The purpose of this project is to provide a walking path along US 2 adjacent to the Monroe Fairgrounds. The sidewalk that currently ends at Cascade View Drive would be extended west approximately 1,200 feet to 179<sup>th</sup> Avenue SE. Extensive negotiations are anticipated with the Monroe Fairgrounds whose facilities currently occupy the area needed for the path, as well as WSDOT – the actual owner of the needed land.

City engineering staff successfully applied for two federal grants to help fund this project. The first grant is a for design efforts in the amount not to exceed \$90,250. The second grant is in the amount not to exceed \$432,500 and will help fund the construction phase.

The 2020 Budget includes \$150,781 for this project and is funded through the Street 318 CIP Fund.

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	150,781	0	0	150,781
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	317,247	0	0	317,247

### Update

The design phase is programmed to begin in the spring of 2020 and will continue through the remainder of the year.

2020	Design process
March 2021	Bid Phase
Summer 2021	Construction Phase



## RAINIER VIEW ROAD PRV STATION

### Background

This project will increase water system reliability by installing a pressure reducing valve (PRV) between two of the City's pressure zones: Wagner 517 and The Farm 440. This PRV is proposed either along Rainier View Road or 199<sup>th</sup> Avenue SE, and will be determined after system analysis determines the optimal location.

The 2020 Budget included \$277,830 for this project and is funded through the 412 Water CIP Fund.

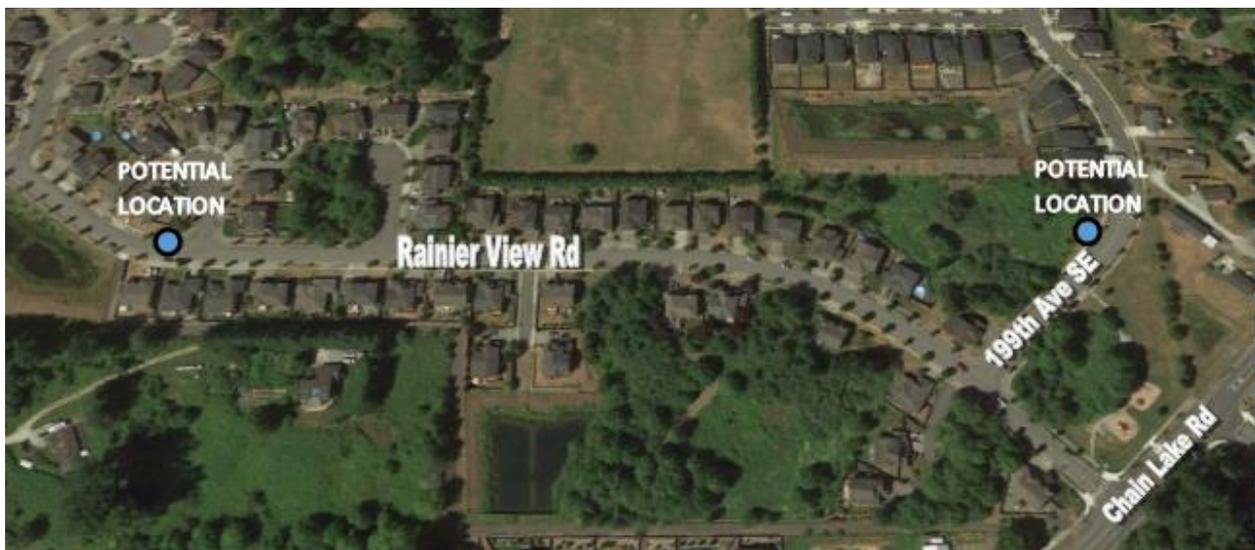
	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	50,000	0	0	50,000
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	227,830	0	0	227,830

### Update

The project is programmed to begin design in the spring, with actual construction occurring in the fall.

### Timeline

April - July	Design process
Aug. – Sept.	Bid Phase
October	Construction Phase



## WOODS CREEK ROAD WATER MAIN REPLACEMENT

### Background

This project replaces approximately 750 feet of aging water main located under Woods Creek Road, between US 2 and Tjerne Place SE. Once the replacement is complete, this street segment will receive new asphalt surfacing and upgrade the sidewalk ramps to current federal standards.

Paid through existing water rate revenues (Water 412 CIP Fund).

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	297,596	0	0	297,596
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	1,249,905	0	0	1,249,905

### Update

The project is programmed to begin the design phase this coming spring.

### Timeline

2020	Design process
Feb. 2021	Bid Phase
Apr. – July 2021	Construction Phase



## S. TAFT SEWER REPLACEMENT

### Background

This project replaces aging sewer main, beginning at McDougall Street and ending at a newer manhole located approximately 300 feet north in Taft Lane.

Paid through existing sewer rate revenues (Sewer 432 CIP Fund).

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	16,800	0	0	16,800
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	64,999	0	0	64,999

### Update

The project is programmed to begin the design phase this coming spring. The design will continue through the remainder of 2020.

### Timeline

2020	Design process
Feb. 2021	Bid Phase
Apr. – July 2021	Construction Phase



## LAKE TYE STORMWATER IMPROVEMENTS

### Background

The existing stormwater treatment bioswale and treatment pond located at the southeast corner of Lake Tye no longer function as originally intended. In 2019, BHC Consultants Inc. prepared a stormwater alternatives report for the city, in which four viable alternatives were identified to improve the water quality of stormwater entering Lake Tye, using current stormwater regulations to develop the alternatives. This project advances the effort by selecting the preferred conceptual design, preparing the plans and specifications for project, and then proceeding with actual construction of the improvements.

Paid through existing storm rate revenues (Storm 432 CIP Fund).

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	277,493	0	0	277,493
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	559,133	0	0	599,133

### Update

The project is programmed to begin the design phase this coming spring. The City will hire an engineering consultant to develop the design documents, and the design phase will be ongoing throughout 2020.



## GRANTS

The City actively pursues other sources of project funding through grants. Grants sources include State and Federal resources and help defray the cost of maintaining and improving the City of Monroe's infrastructure. The following is a summary of grant activity that Public Works has received.

<u>Active Grants:</u>	<u>Grant Amount</u>	<u>Description</u>
Sidewalk Railroad Crossing	\$244,500	Fryelands Blvd & 179 <sup>th</sup> Ave SE sidewalks
Chain Lake Rd Shared Path		Extend the concrete sidewalk to Brown Rd.
	\$173,000	Design
	\$488,725	Right-of-Way Acquisition
	\$1,515,692	Construction
US-2 Shared Use Path	\$90,250	Add US2 sidewalk alongside Fairgrounds
N. Madison St.	\$1,299,625	Separate stormwater from the sewer
Blueberry Lane Stormwater	\$2,633,250 +	Repair aging stormwater infiltration system
	\$877,750 (Loan)	

Grants									
Status	Project	Agency	Program	Ask	Date	Recommended	Date	Awarded	Date
Awarded	US2 Sidewalk Extension	PSRC	CMAQ	\$ 90,250	4/26/2016	\$ 90,250	12/27/2016	\$ 90,250	12/27/2016
Recommended	US2 Sidewalk Extension	PSRC	CMAQ	\$ 432,500	5/11/2018	\$ 432,500	6/8/2018	\$ 432,500	10/31/2018
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 2,432,867	4/22/2016	\$ 1,515,692	11/4/2016	\$ 1,515,692	12/27/2016
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 661,725	4/23/2014	\$ 583,527	1/15/2016	\$ 583,527	1/15/2016
Closed	2018 LED Lighting upgrades	TIB	Relight Washington	\$ 11,345	3/1/2018	\$ 11,345	3/2/2018	\$ 11,345.00	4/17/2018
Closed	Main Street Grind/Overlay	TIB	APP	\$ 518,000	8/18/2017	\$ 440,000	11/22/2017	\$ 440,000	1/18/2018
Closed	Fryelands Blvd Grind/Overlay	TIB	APP	\$ 444,800	8/13/2018	\$ 444,800	12/11/2018	\$ 444,800	12/11/2018
Awarded	N. Madison Street Combined Sewer Separation	DOE	SFAP	\$ 1,290,108	10/20/2016	\$ 1,299,625	3/6/2018	\$ 1,299,625	6/25/2019
Awarded	Blueberry Lane Stormwater Repair	DOE	SFAP	\$ 2,633,250	10/12/2018	\$ 2,633,250	1/18/2019	\$ 3,511,000	6/28/2019
Awarded	179th Ave Sidewalks	PSRC	CMAQ	\$ 634,650	5/11/2018	\$ 634,650	6/8/2018	\$ 634,650	10/31/2018
Denied	Chain Lake Rd Phase 2B	TIB	UAP	\$ 1,929,500	8/16/2019				
Denied	179th Ave Sidewalks	TIB	SP	\$ 422,000	8/16/2019				
Looking	147th St / 179th Ave Signalized Intersection	PSRC	STP						
Looking	Road Preservation	PSRC	STP APP						

### GRANT SUMMARY TABLE

## Monroe Emergency Management Office

### Initiatives

- Updating Monroe's Hazard Mitigation Plan as part of a multi-jurisdictional effort heading by the Snohomish County Department of Emergency Management.
- Working with the Tri-County Violence Prevention and Response Program to participate in a series of drills and exercises regarding a complex coordinated terrorist attack.
- Developing Continuity of Government/Continuity of Operations Plan.

### Incidents

- MonCC-2020-004 novel Coronavirus 2019 ongoing
- MonCC-2020-005 Major flooding on the Skykomish River 01/27/2020
- MonCC-2020-006 Minor flooding on the Skykomish River 02/03/2020

### Training/Meetings Attended

- 02/01/2020 NWS Briefing regarding flooding
- 02/02/2020 NWS Briefing regarding flooding
- 02/04/2020 NWS Briefing regarding flooding
- 02/04/2020 Review Culmback Dam inundation maps with SnoCo DEM; discuss evacuation zones
- 02/05/2020 NWS Briefing regarding flooding
- 02/11/2020 Chaired Snohomish County Emergency Management Advisory Board
- 02/12/2020 Multi-Agency Coordination Meeting COVID-19
- 02/25/2020 Tri-County CCTA Functional Exercise Planning Meeting
- 02/26/2020 Multi-Agency Coordination Meeting COVID-19
- 02/28/2020 Washing State EMD COVID-19 Briefing