

MONROE CITY COUNCIL
Regular Business Meeting
February 25, 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 Rasmussen

Special Orders Of The Day

1. AB20-031: Recognition of Service: Sgt. Johnston (Chief Jolley)

Documents:

[AB20-031 Recognition of Service - Sgt. Johnston.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 4, 2020 Regular Business Meeting

Documents:

[MCC Minutes 02042020 DRAFT.pdf](#)

2. Approval of AP Checks and ACH Payments

Documents:

[AP vouchers.pdf](#)

3. AB20-032: Authorize the Mayor to Sign a Professional Services Agreement with Monroe Law for Social Worker Services (D. Knight)

Documents:

[AB20-032 Professional Services Agreement with Monroe Law.pdf](#)

4. AB20-033: Accept the Washington State Department of Ecology Grant and Loan; and Authorize the Mayor to Sign Agreement with Ecology for Blueberry Infiltration Project (S. Peterson)

Documents:

[AB20-033 Washington State Dept of Ecology Grant and Loan for Blueberry Infiltration Project.pdf](#)

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

Documents:

[AB20-034 Professional Services Agreement for the Municipal Court Assessment.pdf](#)

New Business

1. AB20-035: Ordinance Amending MMC 2.40 to include the Municipal Judge for Legal Representation – First Reading (B. Hasart)

Documents:

[AB20-035 Ordinance Amending MMC 2.40 to Include Municipal Judge for Legal Representation.pdf](#)

2. AB20-036: Authorize the Mayor to sign Resolution 002/2020 Adopting the Homelessness Policy Advisory Committee Recommendations (D. Knight)

Documents:

[AB20-036 Resolution Adopting HPAC Recommendations.pdf](#)

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

Documents:

[AB20-037 Resolution Supporting a Capacity Study of US-2.pdf](#)

Councilmember Reports

1. Transportation/Planning, Parks & Recreation, Public Works (P3) Committee Update (Feb. 25, 2020)

Documents:

[P3 Agenda - Feb. 25.pdf](#)

Staff/ Department Reports

1. Economic Development (D. Knight)

Documents:

[Report - Economic Development.pdf](#)

2. Finance (B. Hasart)

Documents:

[Report - Finance.pdf](#)
[January 2020 Monroe Reporting.xlsx](#)

3. Human Resources / IT (B. Warthan)

Documents:

[Report - HR and IT.pdf](#)

Mayor/ Administrative Reports

1. City Administrator Update (D. Knight)
2. Mayor's Update/Monroe This Week (Volume 6, Edition 7)(Mayor Thomas)

Documents:

[MTW Volume 6 Edition 7.pdf](#)

Executive Session

If needed.

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.



MONROE CITY COUNCIL

Agenda Bill No. 20-031

SUBJECT:	<i>Recognition of Service and Retirement: Sergeant Brian Johnston</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Police	Jeffrey Jolley	Jeffrey Jolley	Special Orders of the Day #1

Discussion: 02/25/2020

Attachments: 1. None

REQUESTED ACTION: None; retirement recognition only.

POLICY CONSIDERATIONS

N/A

DESCRIPTION/BACKGROUND

Sergeant Brian Johnston will be recognized for his thirty-three years of service with the Monroe Police Department. He began his career with the department in May 1987.

Sergeant Johnston has served in many capacities in his law enforcement career to include Police Officer, Sergeant, and SERT. Sergeant Johnston has served as a vital member of this department and his passion and outstanding dedication to the Community, Special Olympics, Behind the Badge Foundation, Evergreen State Fair and the Fair Days Parade was commendable.

FISCAL IMPACTS

N/A

TIME CONSTRAINTS

N/A

ALTERNATIVES

N/A

CALL TO ORDER, ROLL CALL, AND PLEDGE

The February 4, 2020, Regular Study Session of the Monroe City Council was called to order by Mayor Thomas at 7:04 p.m.; Monroe City Hall, Council Chambers.

Councilmembers present: Davis, Cudaback, Hanford, Rasmussen, Scarboro, and Rousey

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

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

The Pledge of Allegiance was led by Councilmember Cudaback.

PRESENTATIONS

1. AB20-022: FCS Group Introduction to Planning Fee Cost of Service Study

Mr. Swanson provided background on AB20-022 and reviewed the benefits of streamlining planning and building fees; and the cost of service study completed by FCS Group.

Matt Hobson, Project Manager with FCS Group, led Council through a PowerPoint presentation highlighting the following:

- Cost of service study process
- Study results for land use planning and development engineering
- Prior Finance Committee discussion
- Proposed cost recovery policy
- Next steps

Council engaged in discussion. This item will be sent to the Finance/HR Committee for further discussion and direction.

PUBLIC COMMENTS

Mr. Clay White, not a resident of Monroe, spoke on behalf of Lonnie and Susan Davis and their desire to be annexed into the City.

Ms. Susan Davis, not a resident of Monroe, expressed desire for her property to be annexed into the City.

Mr. Jon Conner, not a resident of Monroe, expressed desire for his property to be annexed into the City.

COUNCILMEMBER REPORTS

1. Finance & Human Resources Committee Update

Ms. Becky Hasart, Finance Director, reported on the January 21, 2020 Finance & Human Resources Committee meeting.

Councilmember Scarboro reported that he attended AWC City Action Days on January 29, 2020.

Councilmember Cudaback reported that she was ill and not able to attend AWC City Action Days as intended.

Councilmember Hanford reported on his time at AWC City Action Days; and attended the community photo shoot for the HGTV Home Town Takeover video submission.

Councilmember Rasmussen congratulated Ms. Hasart and the City for being awarded two trophies at the Annual Chili Bowl; and thanked them for the support.

Councilmember Davis reported that he was not able to attend AWC City Action days as planned due to a minor medical procedure.

Councilmember Rousey reported on the following topics: her time at AWC City Action Days; Monroe Advocacy Day in Olympia in January; attended her first Snohomish County Tomorrow meeting; attended the community photo shoot for the HGTV Home Town Takeover video submission.

STAFF/DEPARTMENT REPORTS

Mr. Mike Farrell, Parks & Recreation Director, reported that he recently testified in support of House Bill 2625 relating to park funding.

MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update

Ms. Deborah Knight, City Administrator, reported on the following topics:

- Potential quarterly meetings with elected officials from Monroe, Snohomish, Lake Stevens, Monroe, Sultan, and Gold Bar
- Local winery, brewery, and distillery relocation recruitment efforts
- Sno-Isle Library co-op locations
- EDAB's gateway and wayfinding signage project
- HPAC recommendations presented to Public Safety Committee
- Court assessment ILA kick-off meeting

2. Mayor's Update/Monroe This Week (*January 31, 2020, Volume 6, Edition 4*)

Mayor Thomas noted the Monroe This Week included in the packet materials and reported on the following topics:

- Monroe Advocacy Day in Olympia on January 23, 2020
- AWC City Action Days
- Potential quarterly meetings with elected officials from Monroe, Snohomish, Lake Stevens, Monroe, Sultan, and Gold Bar
- Will be in Olympia tomorrow supporting the Fix US-2 Coalition; and to testify in support of the Forward Washington Bill
- HPAC recommendations
- Scheduling quarterly meetings with Councilmembers

Mayor Thomas debuted the city's HGTV Home Town Takeover video submission; and thanked staff for their efforts.

FINAL ACTION

1. Waive Council Rules of Procedure

Councilmember Hanford moved to waive Council Rules of Procedure to allow final action to be taken at a study session; and to amend the February 4, 2020 agenda. The motion was seconded by Councilmember Rasmussen. On vote,

Motion carried (6-0)

Councilmember Hanford moved to amend the agenda allowing for a new business item; a Resolution supporting passage of a transportation package by the Washington State Legislature. The motion was seconded by Councilmember Cudaback. On vote,

Motion carried (6-0)

NEW BUSINESS

Councilmember Hanford moved to approve Resolution 001/2020; a Resolution of the City Council of the City of Monroe, Washington, supporting passage of a transportation package by the Washington State Legislature. The motion was seconded by Councilmember Rousey. On vote,

Motion carried (6-0)

DISCUSSION ITEMS

1. AB20:023: Discussion of Potential Urban Growth Area (UGA) Expansion

Mr. Swanson provided background information on AB20-023 and facilitated a discussion related to the city's Urban Growth Area (UGA) boundaries. In-depth discussion ensued regarding the following topics:

- Snohomish County timelines
- Snohomish County process
- Density
- The city's comprehensive plan
- Potential annexation areas
- Analysis of scenarios
- Zoning and suitability
- Regulatory framework
- Future considerations
- Fiscal impacts
- Countywide Planning Policies

Ms. Knight presented Council with topics to think about going forward; and reminded them of the upcoming Vision 2050 Sounding Board. This item will be sent to the P3 Committee for discussion and direction.

2. AB20-024: 2019 Strategic Plan Accomplishments and 2020-2025 Strategic Priorities

Ms. Knight provided background information on AB20-024 and gave an update on the 2020-2025 Strategic Plan and aggressive work plan schedule. Ms. Knight noted the primary discussion will take place at the March Council Retreat.

Council engaged in discussion and suggested additional related topics to be covered at the March retreat.

3. AB20:025: Vision 2050 Sounding Board

Ms. Knight provided background information on AB20-025 and reviewed the agreement with EnviroIssues to help create a community "Sounding Board" 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.

Ms. Knight explained the need for a diverse, cross-section of Monroe residents and business owners; and asked Council to send contact information for potential members to Ms. Pfister. This item will be brought back to Council in March.

4. AB20:026: 2020 Potential Park Capital Bond Election

Ms. Hasart provided background information on AB20-026 and reviewed the failed 2019 East County Parks and Recreation District bond request; and the city's precinct results.

Ms. Hasart detailed the April 2020 special election timeline; projects the bond measure would fund; financial impacts; and other considerations.

Ms. Hasart explained a proposed agreement with Strategies360 to help with digital education and outreach efforts.

Council engaged in discussion. This item will come back for action at the next business meeting.

EXECUTIVE SESSION

1. To discuss items relating to Collective Bargaining pursuant to RCW 42.30.140(4)(a)

Mayor Thomas noted the need for an executive session for approximately 10 minutes total to discuss items related to collective bargaining (RCW 42.30.140(4)(a)) and read the appropriate citation into the record.

The meeting recessed into executive session at 8:56 p.m.; was extended for an additional twenty minutes; and reconvened at 9:27 p.m. No action was taken.

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: 9:27 p.m.

Geoffrey Thomas, Mayor

Gina Pfister, Clerical Specialist

ROUTING SLIP - CHECK APPROVAL

Council Date: 2/25/2020

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

			<u>Check Numbers</u>
Date:	<u>2/11/20</u>	\$ 27,164.46	90901-90907
Date:	<u>2/18/20</u>	\$ 17,059.08	90908-90917
Date:	<u>2/20/20</u>	\$ 147,528.18	90918-90945

Check Total: 191,751.72

Date:	<u>2/14/20</u>	\$ 109,393.74	P-Cards
Date:	<u>2/11/20</u>	\$ 2,742.95	PUD
Date:	<u>2/18/20</u>	\$ 46,745.76	B&O
Date:	<u>2/18/20</u>	\$ 5,042.70	ACH
Date:	<u>2/18/20</u>	\$ 43.61	ACH
Date:	<u>2/20/20</u>	\$ 330.00	ACH
Date:	<u>2/20/20</u>	\$ 80,605.45	ACH

Electronic Total: 244,904.21

Total Claims This Period: 436,655.93

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: 02/20/2020 - 3:31PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
90901	2/12/2020	Bourke Travel	AP		142.97
90902	2/12/2020	Kevin Hanford	AP		126.00
90903	2/12/2020	Lillian Nelson	AP		84.34
90904	2/12/2020	Catherine & Corey Schott	AP		57.56
90905	2/12/2020	SNOPAC911	AP		26,528.87
90906	2/12/2020	The Teaching Forest	AP		50.00
90907	2/12/2020	Robert & Shruti Van Wicklen	AP		174.72
90908	2/18/2020	Beaver Equipment Specialty Company In	AP		2,354.20
90909	2/18/2020	Cedar Hollow Homes LLC	AP		43.77
90910	2/18/2020	DMCMA Treasurer - c/o Judy Ly	AP		150.00
90911	2/18/2020	Langus Homes LLC	AP		72.70
90912	2/18/2020	Rita Lemay	AP		121.13
90913	2/18/2020	Jim McCune	AP		18.61
90914	2/18/2020	Cascade Division Snohomish County Dis	AP		500.00
90915	2/18/2020	Sonitrol	AP		366.16
90916	2/18/2020	Tami Tate	AP		180.19
90917	2/18/2020	Xylem Watering Solutions Inc	AP		13,252.32
90918	2/20/2020	Jesse Acosta	AP		578.55
90919	2/20/2020	Advanced Classroom Technologies Inc	AP		4,084.76
90920	2/20/2020	Jeremy Bartels	AP		550.00
90921	2/20/2020	Beaver Equipment Specialty Company In	AP		1,084.43
90922	2/20/2020	Maria Farmer	AP		100.00
90923	2/20/2020	Fire Protection Inc.	AP		1,595.43
90924	2/20/2020	Fluid Conservation Systems Inc	AP		24,155.30
90925	2/20/2020	Greenhaus Portable Restrooms	AP		136.63
90926	2/20/2020	HealthEquity Employer Services	AP		20.65
90927	2/20/2020	Jeff Jolley	AP		330.00
90928	2/20/2020	Kennedy/Jenks Consultants, Inc	AP		15,636.45
90929	2/20/2020	Les Schwab Warehouse Ctr Inc.	AP		270.86
90930	2/20/2020	Patsy Martinez	AP		157.50
90931	2/20/2020	Monroe School District	AP		25,307.00
90932	2/20/2020	Jessica Ness	AP		400.00
90933	2/20/2020	Vance P Odell	AP		1,800.00
90934	2/20/2020	Platt Electric Supply	AP		226.20
90935	2/20/2020	Pugot Sound Energy Inc	AP		3,104.85
90936	2/20/2020	Seahurst Electric Inc.	AP		7,529.64
90937	2/20/2020	Snohomish County Auditor	AP		19,421.77
90938	2/20/2020	Soul In Bronze Studio Inc	AP		711.00
90939	2/20/2020	State Treasurer's Office	AP		14,613.20
90940	2/20/2020	Systems for Public Safety Inc	AP		2,514.31
90941	2/20/2020	Tenelco Inc.	AP		14,932.96
90942	2/20/2020	US Bank NA-Custody Treasury Div-Mon	AP		90.00
90943	2/20/2020	WABO	AP		1,221.45
90944	2/20/2020	WH Pacific Inc	AP		5,700.23
90945	2/20/2020	Colleen Wilson	AP		1,255.01

Total Check Count: 45

Total Check Amount: 191,751.72

Bank Reconciliation

Checks by Date

User: Cheri
 Printed: 02/20/2020 - 3:34PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/11/2020	PUD	AP		2/11/2020	2,742.95
0	2/14/2020	US Bank National Associatio ND	AP		2/14/2020	109,393.74
0	2/14/2020	Monroe Chamber of Commerce	AP		2/14/2020	4,950.70
0	2/14/2020	Michael Thomas	AP		2/14/2020	42.00
0	2/14/2020	WA Cities Insurance Authority	AP		2/14/2020	50.00
0	2/18/2020	Washington State Department of Revenue	AP		2/13/2020	46,745.76
0	2/18/2020	Monroe Chamber of Commerce	AP		2/18/2020	43.61
0	2/20/2020	Bill Abell	AP		2/20/2020	1,216.03
0	2/20/2020	Action Cleaning Services Inc	AP		2/20/2020	4,567.52
0	2/20/2020	AFTS	AP		2/20/2020	3,222.52
0	2/20/2020	Allstream Business US Inc	AP		2/20/2020	1,873.38
0	2/20/2020	BHC Consultants LLC	AP		2/20/2020	3,137.50
0	2/20/2020	Enviroissues Inc	AP		2/20/2020	12,280.15
0	2/20/2020	Granich Engineered Products Inc	AP		2/20/2020	737.09
0	2/20/2020	Inland Environmental Resources Inc	AP		2/20/2020	8,669.68
0	2/20/2020	ISOsource	AP		2/20/2020	12,553.40
0	2/20/2020	John Rongerude PS	AP		2/20/2020	600.00
0	2/20/2020	Monroe Law Group	AP		2/20/2020	14,000.00
0	2/20/2020	Quality Controls Corporation	AP		2/20/2020	4,553.93
0	2/20/2020	Ricoh USA Inc	AP		2/20/2020	2,242.32
0	2/20/2020	San Diego Police Equipment Co Inc	AP		2/20/2020	1,010.38
0	2/20/2020	Smarsh Inc	AP		2/20/2020	1,430.58
0	2/20/2020	Snohomish County Clerks & Finance Off	AP		2/20/2020	40.00
0	2/20/2020	S360 Strategies 360, Inc	AP		2/20/2020	8,000.00
0	2/20/2020	Utilities Underground Location Center	AP		2/20/2020	326.37
0	2/20/2020	Mark Wakefield	AP		2/20/2020	144.60
0	2/20/2020	Max Michel	AP		2/20/2020	330.00

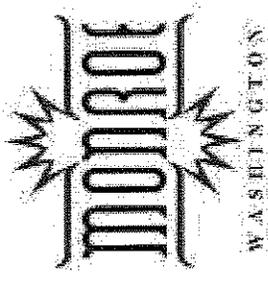
Total Check Count: 27

Total Check Amount: 244,904.21

Bank Reconciliation

Disbursement Detail

User: Cheri
 Printed: 02/20/2020 - 4:03PM
 Date Range: 02/11/2020 - 02/20/2020
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
09090	02/20/2020	Envioussues Inc	Homelessness Communications Plan - Services January 2020	12,280.15
09091	02/20/2020	John Rongerude PS	Professional service January 2020	600.00
09092	02/18/2020	Monroe Chamber of Commerce	Lamination - HGTV Project (split half invoice for Kool Chang	43.61
09093	02/20/2020	Monroe Law Group	Professional service for January 2020	14,000.00
09094	02/20/2020	San Diego Police Equipment Co Inc	Ammunition	1,010.38
09095	02/20/2020	Snohomish County Clerks & Finance Of February 27th Meeting - Becky Hasart and Cheri Hurst	40.00	40.00
09096	02/14/2020	US Bank National Associatio ND	SOUND PUBLISHING - cc legal notices	36,076.63
09097	02/14/2020	WA Cities Insurance Authority	New Supervisory Boot Camp training	50.00
09098	02/20/2020	Bill Abell	W Abell supplemental insurance	1,216.03
09099	02/20/2020	Mark Wakefield	M Wakefield supplemental insur	144.60
09100	02/20/2020	Max Michel	Per Diem IACP 2020 2/26 - 3/1	330.00
09101	02/14/2020	Michael Thomas	2020 Waterworks Renewal - Michael Thomas	42.00
09102	02/20/2020	S360 Strategies 360, Inc	Professional Services January 2020	8,000.00
09103	02/18/2020	Washington State Department of Revenue January 2020 B&O	52.71	52.71
09104	02/12/2020	Bourke Travel	Hotel lodging WSPA - Mike Farrell	142.97
09105	02/12/2020	Kevin Hanford	Travel fo Olympia, lunch and mileage reimbursement	126.00
09106	02/12/2020	SNOPAC911	Managed Laptop	26,528.87
09107	02/12/2020	The Teaching Forest	Refund business license - The Teaching Forest	50.00
09108	02/12/2020	DMCMA Treasurer - c/o Judy Ly	2020 Association Dues	150.00
09109	02/18/2020	Cascade Division Snohomish County Dis Association Dues	2020 Association Dues	500.00
09110	02/20/2020	Jesse Acosta	Interpreting Services - 1/29/20	578.55
09111	02/20/2020	Jeremy Bartels	Pro Tem Judge - 1/29/20	550.00
09112	02/20/2020	Maria Farmer	Interpreting Services 2/5/2020	100.00
09113	02/20/2020	HealthEquity Employer Services	HSA monthly payment	20.65
09114	02/20/2020	Jeff Jolley	Per Diem IACP 2/25 - 3/1	330.00
09115	02/20/2020	Les Schwab Warehouse Ctr Inc.	Toro Tires	270.86
09116	02/20/2020	Patsy Martinez	Interpreting services 1/29/20	157.50
09117	02/20/2020	Jessica Ness	Pro Tem - 1/15/20	400.00
09118	02/20/2020	Vance P Odell	Public Defense Case 920699050	1,800.00
09119	02/20/2020	Snohomish County Auditor	2019 Elections Cost	19,421.77
09120	02/20/2020	Soul In Bronze Studio Inc	Plaque for Sculpture	711.00
09121	02/20/2020	US Bank NA-Custody Treasury Div-Mo	custody charges-monthly maint	90.00
09122	02/20/2020	WABO	Code Books	1,221.45
09123	02/20/2020	Colleen Wilson		1,255.01

Total for Fund:001 General Fund 128,290.74

Check#	Check Date	Payable To	Purpose	Amount
Fund: 008 Donation Fund				
0	02/14/2020	US Bank National Associatio ND	do-NW PLAYGROUND-Memorail Bench-edelbrock	1,500.00
			Total for Fund:008 Donation Fund	1,500.00
Fund: 105 Streets				
0	02/14/2020	US Bank National Associatio ND	VERIZON WIRELESS - Design & Co	6,543.05
			Total for Fund:105 Streets	6,543.05
Fund: 109 Tourism				
0	02/14/2020	Monroe Chamber of Commerce	VIC - January 2020	4,950.70
			Total for Fund:109 Tourism	4,950.70
Fund: 318 Streets CIP Fund				
0	02/14/2020	US Bank National Associatio ND	mt NW BARRICADE- K/B Intersection Project	710.45
90944	02/20/2020	WH Pacific Inc	Chain Lk Rd Phase 2A	5,700.23
			Total for Fund:318 Streets CIP Fund	6,410.68
Fund: 411 Water Maintenance & Operations				
0	02/20/2020	AFTS	Postage - Utilities	1,074.06
0	02/11/2020	PUD	855 Village Way	188.43
0	02/20/2020	Quality Controls Corporation	177th Pump Station Pump #1	287.50
0	02/14/2020	US Bank National Associatio ND	VERIZON WIRELESS - PW cell & M2M Acct	6,132.30
0	02/20/2020	Utilities Underground Location Center	locates	326.37
0	02/18/2020	Washington State Department of Revenue	January 2020 B&O	22,620.61
90903	02/12/2020	Lillian Nelson	Refund Check	24.29
90904	02/12/2020	Catherine & Corey Schott	Refund Check	57.56
90907	02/12/2020	Robert & Shruti Van Wicklen	Refund Check	33.30
90909	02/18/2020	Cedar Hollow Homes LLC	Refund Check	43.77
90911	02/18/2020	Langus Homes LLC	Refund Check	72.70
90912	02/18/2020	Rita Lemay	Refund Check	121.13
90913	02/18/2020	Jim McCune	Refund Check	11.98
90916	02/18/2020	Tami Tate	Refund Check	34.34
90924	02/20/2020	Fluid Conservation Systems Inc	Leak Detection Correlator	24,155.30
			Total for Fund:411 Water Maintenance & Operations	55,183.64

Check#	Check Date	Payable To	Purpose	Amount
Fund: 421 Sewer Maintenance & Operations				
	0 02/20/2020	AFTS	Lockbox Charges	1,074.07
	0 02/20/2020	Granich Engineered Products Inc	PS parts	737.09
	0 02/20/2020	Inland Environmental Resources Inc	Magnesium Hydroxide	8,669.68
	0 02/11/2020	PUD	855 Village Way	188.42
	0 02/20/2020	Quality Controls Corporation	Professional Services	4,266.43
	0 02/14/2020	US Bank National Associatio ND	VERIZON WIRELESS - WWTP cell	10,477.23
	0 02/18/2020	Washington State Department of Revenue	January 2020 B&O	21,678.64
	90903 02/12/2020	Lillian Nelson	Refund Check	52.22
	90907 02/12/2020	Robert & Shruti Van Wicklen	Refund Check	122.99
	90908 02/18/2020	Beaver Equipment Specialty Company	IT Tax on Supplies	2,354.20
	90916 02/18/2020	Tami Tate	Refund Check	126.84
	90917 02/18/2020	Xylem Watering Solutions Inc	UV Lamps	13,252.32
	90919 02/20/2020	Advanced Classroom Technologies Inc	Office Monitor	4,084.76
	90921 02/20/2020	Beaver Equipment Specialty Company	IT AB Air Valve Actuator	1,084.43
	90934 02/20/2020	Platt Electric Supply	lights	80.01
	90941 02/20/2020	Tenelco Inc.	Biosolids	14,932.96
			Total for Fund:421 Sewer Maintenance & Operations	83,182.29
Fund: 422 Sewer Capital Projects				
	0 02/20/2020	BHC Consultants LLC	WWTP Digester #2 Replacement	3,137.50
	90928 02/20/2020	Kennedy/Jenks Consultants, Inc	WWTP Engineering Repot	15,636.45
			Total for Fund:422 Sewer Capital Projects	18,773.95
Fund: 431 Stormwater Maint & Operations				
	0 02/20/2020	AFTS	Postage - Utilities	1,074.39
	0 02/11/2020	PUD	855 Village Way	194.14
	0 02/14/2020	US Bank National Associatio ND	jb EMANN DATA RECOVERY- usb to comm for vehicle	1,392.87
	0 02/18/2020	Washington State Department of Revenue	January 2020 B&O	2,104.73
	90903 02/12/2020	Lillian Nelson	Refund Check	7.83
	90907 02/12/2020	Robert & Shruti Van Wicklen	Refund Check	18.43
	90913 02/18/2020	Jim McCune	Refund Check	6.63
	90916 02/18/2020	Tami Tate	Refund Check	19.01
			Total for Fund:431 Stormwater Maint & Operations	4,818.03
Fund: 510 Information & Tech Services				
	0 02/20/2020	Allstream Business US Inc	Long Distance Charges	1,873.38
	0 02/20/2020	ISOsource	Support services	12,553.40
	0 02/20/2020	Ricoh USA Inc	Bldg Ricoh copier lease Gold F	2,242.32
	0 02/20/2020	Smash Inc	Archive services	1,430.58
	0 02/14/2020	US Bank National Associatio ND	COMCAST - cable and ip kf	7,520.29
	90915 02/18/2020	Sonitrol	Video Security Maintenance	366.16
			Total for Fund:510 Information & Tech Services	25,986.13

Check#	Check Date	Payable To	Purpose	Amount
Fund: 520 Equipment & Fleet Management				
0	02/14/2020	US Bank National Associatio ND	Fred Meyer - Fuel	17,189.22
90940	02/20/2020	Systems for Public Safety Inc	Decommission - Patrol Vehicle	2,514.31
		Total for Fund:520 Equipment & Fleet Management		19,703.53
Fund: 530 Facilities Management				
0	02/20/2020	Action Cleaning Services Inc	ACTION CLEANING SERVICES - cus	4,567.52
0	02/11/2020	PUD	PUD - 16410 177th Ave SE	2,171.96
0	02/14/2020	US Bank National Associatio ND	PUD 100 N Lewis St - Main St. Lights	21,851.70
0	02/18/2020	Washington State Department of Revenue	January 2020 B&O	102.30
90923	02/20/2020	Fire Protection Inc.	Monitoring fee	1,595.43
90925	02/20/2020	Greenhaus Portable Restrooms	Service Unit 2/14/20	136.63
90934	02/20/2020	Platt Electric Supply	Maintenance	146.19
90935	02/20/2020	Puget Sound Energy Inc	Park Place PS - 17866 W Main	3,104.85
90936	02/20/2020	Seahurst Electric Inc.	ATS Replacement	7,529.64
		Total for Fund:530 Facilities Management		41,206.22
Fund: 631 Agency Fund				
0	02/18/2020	Washington State Department of Revenue	January 2020 B&O	186.77
90939	02/20/2020	State Treasurer's Office	State Treasurer - Jurisdiction Billing	14,613.20
		Total for Fund:631 Agency Fund		14,799.97
Fund: 636 School Mitigation Fees				
90931	02/20/2020	Monroe School District	Mitigation fees 1/29/20 - 2/11/20	25,307.00
		Total for Fund:636 School Mitigation Fees		25,307.00
		Grand Total		436,655.93



MONROE CITY COUNCIL

Agenda Bill No. 20-032

SUBJECT:	<i>Authorize the Mayor to Sign a Professional Services Agreement with Monroe Law for Social Worker Services.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Executive	Deborah Knight	Deborah Knight	Consent Agenda #3

Discussion: 12/10/2019

Attachments: 1. *Professional Services Agreement with Monroe Law*

REQUESTED ACTION: Authorize the Mayor to Sign a Professional Services Agreement with Monroe Law for Social Worker services not to exceed \$24,000 and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATION

The policy question for the city council is whether to use grant funds received from the State Office of Public Defense to fund a social worker to assist public defense clients through a professional services agreement with Monroe Law, the city's contract public defense firm.

DESCRIPTION/BACKGROUND

The City Council approved a grant agreement with the Office of Public Defense (OPD) on December 10, 2019 to provide additional social work services to Monroe Law, the city's public defense firm.

The grant for social work services was based on recommendations from Quality Indigent Defense (QID) evaluation completed in August 2019.

The scope of work includes:

- Consulting with public defense attorneys regarding potential mental illness, substance use disorder, and/or intellectual and developmental issues of clients
- Identifying client's challenges and barriers to receiving services
- Assisting to discern the need for forensic evaluations
- Working with client using rapport-building, empathy, support and connections to service providers
- Working with attorneys by utilizing education on social service processes and mitigation planning
- Release planning
- Coordination of care
- Facilitating treatment admissions and service brokerage
- Identifying appropriate treatment options (mental health, substance abuse, co-occurring disorders, etc.)



MONROE CITY COUNCIL

Agenda Bill No. 20-032

- Assisting clients in crisis
- Assisting clients in need of necessities (food, clothing, shelter, transportation, etc.)
- Providing regular visitation and support to clients dealing with long-term incarceration pending disposition of the case

The term of this Agreement is from January 1, 2020, through December 31, 2020. The Agreement may be extended for or one additional one-year term at the mutual agreement of the parties.

IMPACT – BUDGET

The grant award is for \$24,000 for fiscal years 2020 and 2021. One half will be remitted to the City each year and the money is intended to cover costs associated with additional social work services. No matching funds are required by the City.

The City will pay Monroe Law an amount not to exceed \$1,000/month from monies allocated in Grant Agreement No. GRT20021 from the Office of Public Defense. All payment are subject to receipt of grant funding.

TIME CONSTRAINTS

Indigent defense clients are in immediate need of social worker services.

ALTERNATIVES TO REQUESTED ACTION

The City Council may have questions or concerns regarding the proposed professional services agreement, scope of work, or grant agreement. The city council may want additional information before approving the agreement.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER Public Defense Social Services Program	WORK DESCRIPTION Social Services as part of a grant from Washington State Office of Public Defense to improve public defense services in the City of Monroe.
CONSULTANT Monroe Law, PLLC Jon Lewis, Partner 232 Oakes Ave, Everett, WA 98201	CONSULTANT CONTACT NAME, AND TELEPHONE NO. Nicole S. Nagle Social Service Advocate 3232 Oakes Ave, Everett, WA 98201 Phone: 425.512.9731 Fax: 425.322.3347
FEDERAL I.D. NO.	BUDGET OR FUNDING SOURCE \$24,000
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Elizabeth Atkinson 806 W. Main Street Monroe, WA 98272 360-863-4538	MAXIMUM AMOUNT PAYABLE, IF ANY \$24,000
TERM The term of this Agreement shall be from January 1, 2020, through December 31, 2020, unless sooner terminated as provided herein. The Agreement may be extended for or one additional one-year term at the mutual agreement of the parties.	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on January 1, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices

paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay

to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or 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 CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the 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 CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two

business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications

upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon fourteen (14) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all

services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

CONSULTANT may also terminate the Agreement if key personnel of CONSULTANT are lost by no fault of CONSULTANT with 14 days' notice. CONSULTANT'S notice of termination shall be in writing.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:

Geoffrey Thomas, City Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Elizabeth M. Adkisson, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

Monroe Law will provide social services to indigent defendants who are appointed to Monroe Law for Public Defense Services in the City of Monroe.

Monroe Law agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement and the grant agreement which is attached hereto as Exhibit F and incorporated by this reference.

Monroe Law will provide services that are outlined in the City's application for funds through the Washington State's Office of Public Defense. Specifically, the services that Monroe Law agrees to provide are in section 4.a.i of the City's grant Agreement No GRTI 20021 and under RCW 10.101.050.

Monroe Law represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services for the required time period in accordance with the City's specifications and the grant agreement requirements including.

- Consulting with public defense attorneys regarding potential mental illness, substance use disorder, and/or intellectual and developmental issues of clients
- Identifying client's challenges and barriers to receiving services
- Assisting to discern the need for forensic evaluations
- Working with client using rapport-building, empathy, support and connections to service providers
- Working with attorneys by utilizing education on social service processes and mitigation planning
- Release planning
- Coordination of care
- Facilitating treatment admissions and service brokerage
- Identifying appropriate treatment options (mental health, substance abuse, co-occurring disorders, etc.)
- Assisting clients in crisis
- Assisting clients in need of necessities (food, clothing, shelter, transportation, etc.)
- Providing regular visitation and support to clients dealing with long-term incarceration pending disposition of the case

- Emphasizing cultural competence when interacting with clients that identify as: people of color, LGBTQ+, people with disabilities, people with mental illness, people experiencing homelessness, etc.
- Attending and assisting attorneys and clients in specialty treatment courts
- Testifying in court on the clients' behalf
- Submitting monthly reports, in a format approved by the City of Monroe, to meet the requirements of the City's grant Agreement No. GRT20021

EXHIBIT B

COMPLETION SCHEDULE

The term of this Agreement shall be from January 1, 2020, through December 31, 2020, unless sooner terminated as provided herein. The Agreement may be extended for one additional one-year term at the mutual agreement of the parties.

EXHIBIT C

PAYMENTS

The City shall pay Monroe Law an amount not to exceed \$1,000/month from monies allocated in Grant Agreement No. GRT20021 (Exhibit F) from the Office of Public Defense.

All payment made hereunder shall be subject to receipt of grant funding.

EXHIBIT D
SUBCONSULTANT LIST

N/A

EXHIBIT E

MONROE CODE OF ETHICS

- [2.52.010](#) Purpose – Construction.
- [2.52.020](#) Definitions.
- [2.52.030](#) Award of contracts prohibited.
- [2.52.040](#) Board of ethics – Public officials.
- [2.52.050](#) Miscellaneous provisions.
- [2.52.060](#) Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter [42.23](#) RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter [42.23](#) RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter [42.23](#) RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

- A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.
- B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC [2.52.040](#).
- C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

- A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of

the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.

A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in

disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a

majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

- a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.
- b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.
- c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.
- d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW [35A.12.100](#), the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter [42.56](#) RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics. Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)

EXHIBIT F

**GRANT AGREEMENT NO. GRT20021
FROM THE OFFICE OF PUBLIC
DEFENSE**



MONROE CITY COUNCIL

Agenda Bill No. 20-033

SUBJECT:	<i>Accept the Washington State Department of Ecology Grant and Loan and Authorize Mayor to Sign Agreement with Ecology for Blueberry Infiltration Project.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda #4

Discussion: 11/01/2016; 11/15/2016; 01/16/2018; 04/10/2018; 07/23/2018

- Attachments:**
1. Ecology Grant and Loan Agreement
 2. Opinion of Legal Counsel
 3. Vicinity Map

REQUESTED ACTION: Move to accept the Washington State Department of Ecology Grant and Loan and authorize the Mayor to sign agreement with Ecology.

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

Blueberry Lane experiences flooding several times a year due to a failing stormwater infiltration system located under Children’s Park near the intersection of Blueberry Lane and King Street (see Vicinity Map). The 2015-2025 City of Monroe Comprehensive Plan capital project list identifies the Blueberry Infiltration/Conveyance project as SW1 and the Blueberry/North Kelsey – Infiltration /Conveyance project as SW2 (Page 31 of Appendix H).

On December 6, 2016, City Council passed Ordinance No. 019/2016 to authorize the use of bond revenues to complete the design and construction of a new Public Works Shop facility and stormwater system improvements. On January 16, 2018, the Council authorized the preparation of Plans and Specifications and solicitation of bids for construction for 2018 Capital Improvement Projects which included Blueberry Stormwater Improvements. On April 10, 2018, the City designated bond money left over from the shop construction be used for designing the Blueberry Lane Stormwater System Improvements.

The project design was delayed during 2018 until construction of the Public Works shop was completed and the remaining bond amount was determined and made available for this project. Meanwhile, engineering staff successfully applied for a combined grant (\$2,633,250) and low interest loan (\$877,750) from the Department of Ecology. The combined amount of \$3,155,100 provides a substantial amount of funds to complete the project. The Department of Ecology granted the City permission to begin reimbursable design work prior to signing of an agreement with Ecology. City staff began planning for the design phase by soliciting engineering design services. BHC Consultants was determined to be the most qualified to investigate the limits of the drainage basin and design the necessary infiltration features to properly handle the runoff causing the flooding problem. Services also included necessary support work such as surveying, Cultural Resource Survey and Geotechnical reports. The new system will be designed in accordance with the current stormwater management regulations.

In August of 2019 Ecology notified Staff that the site was located in a designated Cultural Resource Area. The agreement could not be signed until it was determined that excavations could occur in this area. This required review and field work by the Cultural Resource Survey firm to determine the limits of the Resource Area. It has been determined that geotechnical excavations may occur within the Cultural Resource Area with an Archaeologist on site observing the excavation work. After the geotechnical excavations are completed a determination will be made on whether or not an Archaeologist must observe excavations during construction.

Ecology has now completed the Grant and Loan Agreement process and the attached agreement has been reviewed by legal counsel and approved for signature.

FISCAL IMPACTS

This project was included in the six year adopted capital listing with an overall approved project budget of \$3,548,380. This figure included some design, construction and project management by a consultant originally anticipated in fiscal year 2019. Due to delays caused by the determination that the project was located in a Cultural Resource Area, the project budget in 2019 will be carried over into fiscal years 2020 and 2021. The following table represents the updated breakdown estimates for this project:

Table 1 - Design (PE) Budget

Phase	Anticipated Costs	Ecology Funded Costs
Design	\$ 549,000	\$549,000
Construction Management	\$ 219,000	\$ 219,000
Construction	\$2,743,000	\$2,743,000
Total	\$3,511,000	\$3,511,000

Ecology is providing \$2,633,250 from the SFAP Grand fund and a loan of \$877,750 from the Clean Water State Revolving Fund for a 20 year period at an interest rate of 2.0%.for a total funding of \$3,511,000.

TIME CONSTRAINTS

Chances of constructing this year are slim due to the Cultural Resource Area delays. Staff seeks to advertise during the earlier part of next year in an attempt to obtain lower pricing.

ALTERNATIVES

1. Do not approve. Provide direction to the Mayor and City Staff to areas of concern.
2. Approve with Council recommendations.

Agreement No. WQC-2020-MonrDC-00056**WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF MONROE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Monroe, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Blueberry Lane Infiltration/Conveyance
Total Cost:	\$3,511,000.00
Total Eligible Cost:	\$3,511,000.00
Ecology Share:	\$3,511,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	10/31/2023
Project Type:	Stormwater Facility

Project Short Description:

This project will protect water quality in a highly sensitive aquifer through installation of a treatment and infiltration system that meets current design criteria. This project will provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus, and provide flow control for approximately 21 acres.

Project Long Description:

Around 1980, a developer installed infiltration systems along Blueberry Lane and King Street. This system was turned over to the City upon completion. The system consists of infiltration trenches along Blueberry Lane and satellite trenches along some of the side streets in the area. The trenches are designed to infiltrate water to the extent feasible and when there is more water than the satellite system can handle, water inside the catch basin will enter an overflow pipe which conveys the water to the next satellite infiltration area. This repeats until the flow eventually enters into infiltration trenches at Children’s Park. The only treatment required when the system was constructed was a

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

down-turned elbow to separate floatables as they entered the satellite and park infiltration areas. The park trenches are 9 feet to the bottom of the pipe and 9.5 feet to the bottom of trench. Monitoring of the ground water in the park area indicates an ordinary high water elevation of 12 feet below ground. This provides a 2.5-foot separation between the bottom of the trench and the ordinary high water level. Current standards require a 5-foot separation unless a mounding analysis is performed indicating that the separation could be reduced to no less than 3 feet.

The soil in this area is a gravelly coarse sand below approximately 4 feet, so the soil provides no treatment of contaminants. The ground water in the area is about 12 feet below ground. In 1990, Snohomish County adopted a policy for the protection of groundwater and identified this area as a High Sensitivity Aquifer. The City feels it is necessary to retrofit the existing system due to the high ground water level, the inadequate separation between trench bottom and ordinary high water level, and the inadequate level of treatment the existing system provides. The replacement system may simply reconstruct the existing trench system, or it could use an infiltration bed depending upon what is determined to be the most cost effective while still meeting the environmental protection guidelines.

The RECIPIENT will design and install a combination of pre-settling or pre-treatment units (filter cartridges) to pretreat stormwater entering the trenches. The RECIPIENT will also replace the existing media in the trenches with clean fill, which will prevent pollutants accumulated over the years from contaminating the ground water.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

RECIPIENT INFORMATION

Organization Name: City of Monroe

Federal Tax ID: 91-6001464

DUNS Number: 039269899

Mailing Address: 806 W. Main St.
Monroe, Washington 98272

Physical Address: 806 West Main St.
Monroe, Washington 98272

Contacts

Agreement No: WQC-2020-MonrDC-00056
 Project Title: Blueberry Lane Infiltration/Conveyance
 Recipient Name: City of Monroe

<p>Project Manager</p>	<p>James Gardner, P.E. Senior Engineer</p> <p>806 W. Main St Monroe, Washington 98272 Email: jgardner@monroewa.gov Phone: (360) 863-4542</p>
<p>Billing Contact</p>	<p>Jammi Guion Contract Documents Coordinator</p> <p>806 West Main St. Monroe, Washington 98272 Email: jguion@monroewa.gov Phone: (360) 863-4514</p>
<p>Authorized Signatory</p>	<p>Brad F. Feilberg, P.E., Public Works Director</p> <p>806 W Main St Monroe, Washington 98272 Email: bfeilberg@monroewa.gov Phone: (360) 863-4540</p>

Agreement No: WQC-2020-MonrDC-00056
 Project Title: Blueberry Lane Infiltration/Conveyance
 Recipient Name: City of Monroe

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Melisa Snoeberger</p> <p>3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: msno461@ecy.wa.gov Phone: (425) 649-7047</p>
<p>Financial Manager</p>	<p>Sarah Zehner Water Quality Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: szez461@ecy.wa.gov Phone: (360) 407-7196</p>
<p>Technical Advisor</p>	<p>Ryan Gardiner</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: ryga461@ecy.wa.gov Phone: (360) 407-6470</p>

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Monroe

By: _____

By: _____

David Giglio
Water Quality
Acting Program Manager
Date

Brad F. Feilberg, P.E.,
Public Works Director
Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

Geoffrey Thomas

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost: \$110,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$548,500.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:

RECIPIENT shall ensure the following items are completed and provide associated deliverables to ECOLOGY. RECIPIENT must approve all materials prior to submitting for acceptance.

A. RECIPIENT will prepare a State Environmental Review Process (SERP) packet, including a cost effectiveness analysis.

B. RECIPIENT will develop a fiscal sustainability plan. If professional services are procured, RECIPIENT will procure in accordance with federal law. RECIPIENT must submit contracts for professional services prior to ECOLOGY reimbursement. RECIPIENT will certify that the plan contains the required elements listed below and is implemented.

1. An inventory of critical assets that belong to the utility.
2. An evaluation of condition and performance of critical assets.
3. A plan to maintain, repair, and replace critical assets and fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

C. RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

D. RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review, RECIPIENT will:

1. Submit to ECOLOGY the 05-05/106 Form. All submitted materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.
2. Develop and submit to ECOLOGY an Inadvertent Discovery Plan (IDP), using ECOLOGY template. RECIPIENT will ensure contractors and subcontractors have a copy of the completed IDP prior and while working on-site. The template is on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to written notice to proceed from ECOLOGY are not eligible for reimbursement.

E. RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

RECIPIENT will upload deliverables listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

1. Design Report. Design Report must conform to the Stormwater Project Deliverables Guidance. Refer to the Ecology website for specific guidance.

RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer’s opinion of cost, which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer’s opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Agreement No: WQC-2020-MonrDC-00056
 Project Title: Blueberry Lane Infiltration/Conveyance
 Recipient Name: City of Monroe

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	SERP packet and cost effectiveness analysis. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Certification that the Fiscal Sustainability Plan has been developed and is being implemented.	
2.3	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Submit the ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.5	Inadvertent Discovery Plan. Ecology template. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.11	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.14	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$109,500.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL. CQAP development guidance is available on the ECOLOGY website.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is available on the ECOLOGY website.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-approved equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

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The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload and notify ECOLOGY when upload is complete.	
3.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Ecology template. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved equivalent. The project area should include as-built features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$2,743,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include a combination of pre-settling or pre-treatment units (filter cartridges) to pretreat stormwater entering the trenches. The RECIPIENT will also replace the existing media in the trenches to mitigate runoff from 21 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Project Deliverables Guidance; Section D.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS) and provide runoff and flow control benefits.

Construction

Deliverables

Number	Description	Due Date
4.1	Contract documents (e.g. bid announcement, bid award, and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

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BUDGET

Funding Distribution EG200462

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
 Funding Effective Date: 07/01/2019
 Funding Source:

Funding Type: Grant
 Funding Expiration Date: 10/31/2023

Title: SFAP - SFY20
 Type: State
 Funding Source %: 100%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 82,500.00
Design Plans and Specs, Environmental Review	\$ 411,375.00
Construction Management	\$ 82,125.00
Construction	\$ 2,057,250.00

Total: \$ 2,633,250.00

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CWSRF Loan	Task Total
Grant and Loan Administration	\$ 27,500.00
Design Plans and Specs, Environmental Review	\$ 137,125.00
Construction Management	\$ 27,375.00
Construction	\$ 685,750.00

Total: \$ 877,750.00

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 Recipient Name: City of Monroe

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
CWSRF Loan	0.00 %	\$ 0.00	\$ 877,750.00	\$ 877,750.00
SFAP	0.00 %	\$ 0.00	\$ 2,633,250.00	\$ 2,633,250.00
Total		\$ 0.00	\$ 3,511,000.00	\$ 3,511,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WQC-2020-MonrDC-00056
 Project Title: Blueberry Lane Infiltration/Conveyance
 Recipient Name: City of Monroe

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

Agreement No: WQC-2020-MonrDC-00056
 Project Title: Blueberry Lane Infiltration/Conveyance
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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WQC-2020-MonrDC-00056
Project Title: Blueberry Lane Infiltration/Conveyance
Recipient Name: City of Monroe

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of The City of Monroe [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel



APPROXIMATE PROJECT AREA





MONROE CITY COUNCIL

Agenda Bill No. 20-034

SUBJECT:	Authorize the Mayor to Sign a Professional Services Contract with Anne Pflug, the Sole Proprietor of the Other Company; and Karen Reed of Karen Reed Consulting, LLC. not to exceed \$51,000 for a Municipal Court Assessment.
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Municipal Court	Deborah Knight	Deborah Knight	Consent Agenda #5

Discussion: 01/14/2020; 12/03/2019 and 10/01/2019 (*Public Safety Committee*)
Attachments: 1. Contract for Services with Anne Pflug and Karen Reed

REQUESTED ACTION: Authorize the Mayor to Sign a professional services contract with Anne Pflug the sole proprietor of the Other Company, and Karen Reed of Karen Reed Consulting, LLC. not to exceed \$51,000 for a municipal court assessment; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATION

The policy question for the City Council is whether to award a professional services contract not to exceed \$51,000 Anne Pflug and Karen Reed to assess four service provision options for the court: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

The Council Public Safety Committee reviewed the Request for Proposal on October 1, 2019 and the staff recommendation on December 3, 2019.

DESCRIPTION/BACKGROUND

The City Council approved a contract with Anne Pflug and Karen Reed on January 14, 2020. The “not to exceed” amount of \$51,000 was proposed with the understanding that professional liability (Errors and Omissions) insurance would not be required. The contract presented to council for approval inadvertently included the standard professional liability coverage in Section 9.A(4) and 9.B(3).

Professional liability protects the consultants from claims of neglect or professional errors. The city’s standard professional services agreement requires, “Professional liability insurance appropriate to the consultant’s profession.” In this case, professional liability insurance is not required.

Removing the professional liability insurance requirement is standard practice for consultant work of this type where the work product is data analysis that will be used to assist the council in making a policy decision.



MONROE CITY COUNCIL

Agenda Bill No. 20-034

All other insurance requirements in the contract will remain in effect including:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles - \$1,000,000 minimum combined single limit for bodily injury and property damage per accident.

Commercial General Liability insurance naming the city as an additional insured to cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury - \$1,000,000 each occurrence and \$2,000,000 aggregate.

Workers' Compensation Coverage as required by the Industrial Insurance laws of Washington State.

IMPACT – BUDGET

A decision to require professional liability insurance will delay the start of the project and increase the budget while the consultants purchase liability insurance.

TIME CONSTRAINTS

The City Council has approved the Interlocal Agency Agreement with Lake Stevens and Sultan. The goal is to complete the Court Assessment by June 2020 to inform the 2021 budget deliberations. A decision to require professional liability insurance will delay the start of the project and increase the budget while the consultants purchase liability insurance.

ALTERNATIVES TO REQUESTED ACTION

The City Council may direct Mayor Thomas and city staff to work with the consultants to obtain personal liability insurance coverage and return to the city council with an amended contract and cost estimate for consideration.

CONSULTANTS AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Municipal Court Assessment	WORK DESCRIPTION 2
CONSULTANTS 3 The Other Company, a sole proprietorship of Anne Pflug; and Karen Reed Consulting, LLC, owned by Karen Reed	CONSULTANTS' CONTACT NAME, AND TELEPHONE NO. 4 The Other Company Anne Pflug 790 Fields Road Ellensburg, WA 98926 Phone: 509-925-2608 Cell: 425-785-8557 E-mail: AnnePflug@gmail.com Karen Reed Karen Reed Consulting LLC 4951 SW Forney St. Seattle, WA 98116 Phone: (206) 932-5063 Cell: (206) 948-3556 Email: kreedconsult@comcast.net
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Deborah Knight City of Monroe dknight@monroewa.gov 360-794-7400	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$51,000
COMPLETION DATE 9 December 31, 2020	10

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THIS AGREEMENT is entered into on January 14, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above persons, firms or organizations, hereinafter each referred to as a "CONSULTANT" and collectively called "the CONSULTANTS".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the CONSULTANTS to provide the necessary services for the project; and

WHEREAS, the CONSULTANTS have represented to the CITY that the CONSULTANTS are in compliance with the professional registration statutes of the State of Washington, if applicable, and have signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANTS - Scope of Work. The CITY hereby retains the CONSULTANTS to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANTS shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANTS shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANTS shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANTS, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANTS, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANTS. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANTS shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANTS shall be entitled to invoice the CITY no more frequently than once

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per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANTS agree to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANTS shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANTS and appearing therein when required to do so by the CITY. The CONSULTANTS shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANTS shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANTS must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANTS shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANTS under this agreement shall become the property of the CITY upon payment of the CONSULTANTS' fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall

be at the CITY'S risk unless such use is agreed to by the CONSULTANTS. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANTS are each independent contractors for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANTS, or any employee of the CONSULTANTS, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANTS which may arise as an incident of the CONSULTANTS performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANTS.

8. Indemnity. Each CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of that CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: Each CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or 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 a CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT'S liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT'S negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes each CONSULTANT'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.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANTS' obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

9. Insurance. Each CONSULTANT shall separately procure and maintain for the duration of the 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 that

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CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Each CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Each CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANTS as to the insurance necessary to protect the CONSULTANTS' interests and any decision by the CONSULTANTS to carry or not carry insurance amounts in excess of the above is solely that of each CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANTS shall each submit certificates of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall

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cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

Each CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANTS' insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANTS' insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANTS' maintenance of insurance as required by this agreement shall not be construed to limit the liability of each CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of each CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of CONSULTANT Limits.

If the CONSULTANTS maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANTS, irrespective of whether such limits maintained by the CONSULTANTS are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANTS.

10. Records Retention and Disclosure. Each CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANTS shall permit any authorized representative of

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the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANTS. Upon request, the CONSULTANTS will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANTS, but the CONSULTANTS may charge the CITY for copies requested for any other purpose. The CONSULTANTS shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, each CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANTS shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANTS' failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the responsible CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANTS, for providing any necessary information for and direction of the CONSULTANTS' work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANTS shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering each CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANTS' obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior {JZL2065416.DOC;1/13011.900000/ }

to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANTS. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANTS, a final payment shall be made to the CONSULTANTS for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANTS of the notice to terminate. In the event that services of the CONSULTANTS are terminated by the CITY for fault on part of the CONSULTANTS, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANTS in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANTS agree not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANTS understand that if they violates this provision, this agreement may be terminated by the CITY and that the CONSULTANTS may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANTS may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANTS for any breach of the agreement by the CONSULTANTS, or for failure of the CONSULTANTS to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

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19. Taxes. Each CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANTS.

20. Code of Ethics. The CONSULTANTS and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANTS or any of their subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANTS, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANTS shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANTS' business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. Each CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANTS' own risk, and the CONSULTANTS shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

CITY OF MONROE:

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

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EXHIBIT A

SCOPE OF WORK

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington, on behalf of itself and the Cities of Lake Stevens and Sultan under a pending interlocal agreement between them, is to develop a graphic report that lays out and evaluates program strategies to improve existing court outcomes and alternative service provision models available to the parties for adult infraction and misdemeanor court and probation services. The cities are assessing four service provision options: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

II. Contract Approach

Graphic report

Using qualitative and quantitative data and analysis from existing financial data, site visits, interviews, internet sources, published documents and evidence-based research prepare a formal written report in electronic format for decision makers. The parties are the Other Company, a sole proprietorship of Anne Pflug; Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe one behalf of the three cities.

Data elements, assessment and evaluation

At a minimum, documentation and data will be collected from Monroe, Lake Stevens, Sultan, their existing contractors, the Washington State Office of the Administrator of the Courts, Snohomish County, Marysville and other relevant state agencies. Documentation of current and historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, expanding the Monroe municipal court to contract with Lake Stevens and Sultan, continuing the existing stand-alone Monroe Municipal Court and modifying services to add community court and/or probation services.

Elements of the evaluation would include:

Assessment of Monroe Municipal Court:

- Historical, current and projected caseload
- Current and projected workload and staffing
- Customer service
- Current work methods, programs and criminal justice approach
- Capacity of current facilities and technology along with statement of future requirements.

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- Identification of a menu of potential program changes that can improve productivity and/or desired outcomes aligned with the city’s desired criminal justice approach. These program changes should address community needs and the city’s interest in reducing criminal activity associated with homelessness, addiction, and behavioral health.

Assessment of the Court needs of Lake Stevens and Sultan:

- Historical, current and projected caseload
- Desired court and customer service requirements moving forward
- Implications for current and projected workload of court
- Implications of court service changes on the cost and operation of police, public defense, prosecution and jail services
- Implications for capacity of current Monroe facilities and technology

Financial, Direct and Indirect Service and Criminal Justice Outcomes Impact Comparison of Court Service Alternatives:

- Expand Monroe Municipal Court to provide contract services to Lake Stevens and Sultan
- Court and probation service proposal from Evergreen District Court (if received)
- Modifying Monroe Municipal court services to provide community court and/or probation services
- Continuing existing levels of service and providers
- Discussion of recommendations, next steps, implementation requirements and timeline

Interviews and Site Visits

On site, questionnaire based and/or phone interviews will be conducted with City and County officials and staff and additional stakeholders identified by the parties at the request of the consultant team. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews.

II. Products

The following products are anticipated:

- 1) A draft report for approval by the project coordinator in the form of a graphic report and any needed appendices that can be adapted for web publication and/or Power Point presentations to elected officials.

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- 2) A final graphic report. Final report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction, site planning, environmental or land use review, building design or preliminary planning.

The parties agree that two project/contract amendments may, in accordance with Section 21 of the agreement, be negotiated and implemented on or before the end of June 2020 (along with an appropriate contract price adjustment and time extension). Those amendments may include pricing/contract terms analysis for a joint contract between the cities and/or assistance in facilitating contract negotiations between service providers and the cities.

III. City Responsibilities

Monroe will provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support.

The City will provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County and Marysville. **The City will request from Snohomish County within two weeks of consultant contract execution a cost estimate for providing District court and probation services to the cities.**

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EXHIBIT B

COMPLETION SCHEDULE

1. Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – January 2020
2. On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – January- February 2020
3. Potential and existing site visits, space plan analysis and data/photos – February-March 2020
4. Collection of quantitative data and analysis of data and interview material – March-April 2020
5. Draft Report – April-May 2020
6. Final Report – May-June 2020
7. Three presentations of report to groups designated by clients - 20 hours (includes preparation) April-June 2020

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EXHIBIT C

FEE SCHEDULE

The following cost and time estimate assumes that key data will be readily available from the cities, county, state and other relevant parties. It also assumes that Snohomish County provides a contract services cost estimate for District Court services in a timely manner.

- Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – 6 hours total including prep
- On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – 80 hours
- Potential and existing site visits, space plan analysis and data/photos – 24 hours
- Collection of quantitative data and analysis of data and interview material – 50 hours
- Draft Report - 35 hours
- Final Report – 8 hours
- Three presentations of report to groups designated by clients - 20 hours (includes preparation)
- Check in and project coordination - 25 hours

Total graphic report project hours 248 @ \$200.00 per hour = \$49,600 plus reimbursable expenses at city rates, insurance that meets city requirements and State custom data charges.

Hourly rate: \$200.00 per hour

Reimbursable Expenses: Hotel expenses, when pre-approved by the City, shall be reimbursed at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices submitted by the CONSULTANTS separately delineating services provided by each CONSULTANT. The CONSULTANTS agree that such separate delineation on said invoices shall represent the appropriate payment allocation as between each CONSULTANT. W-9's will be provided by the consultant team to the City.

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EXHIBIT D

SUBCONSULTANTS LIST

None

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EXHIBIT E

MONROE CODE OF ETHICS

- [2.52.010](#) Purpose – Construction.
- [2.52.020](#) Definitions.
- [2.52.030](#) Award of contracts prohibited.
- [2.52.040](#) Board of ethics – Public officials.
- [2.52.050](#) Miscellaneous provisions.
- [2.52.060](#) Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter [42.23](#) RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter [42.23](#) RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter [42.23](#) RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

- A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.
- B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC [2.52.040](#).
- C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

- A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

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The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.

A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.
2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.
3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.
4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.
5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.
6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.
7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event

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the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city

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council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW [35A.12.100](#), the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter [42.56](#) RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.

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Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)

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MONROE CITY COUNCIL

Agenda Bill No. 20-035

SUBJECT:	Ordinance No. 002/2020 Amending Chapter 2.40 MMC to include the Municipal Judge for Legal Representation – First Reading
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Human Resources Finance	Ben Warthan Becky Hasart	Becky Hasart	New Business #1

Discussion: 02/25/2020

Attachments: 1. Ordinance No 002/2020 Amending Chapter 2.40 MMC Legal Representation; Clarifying the Scope of Work of the City’s Legal Representation Obligation for Claims Against City Officials and Employees; Providing for Severability; and Establishing an Effective Date

REQUESTED ACTION: Move to approve Ordinance No XXX/2020, An Ordinance 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 for first reading.

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.

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

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:
Published:
Effective:

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. 20-036

SUBJECT:	Resolution Adopting the Homelessness Policy Advisory Committee Recommendations
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/18/2020	Executive	Deborah Knight	Deborah Knight	New Business #2

Discussion: 02/18/2020; 11/19/2019

Attachments: 1. Resolution 002-2020 Homelessness Policy Advisory Committee Recommendations

REQUESTED ACTION: Authorize the Mayor to sign Resolution 002-2020 adopting the Homelessness Policy Advisory Committee recommendations.

POLICY CONSIDERATIONS

The City Council is responsible for setting city policy and funding priority projects and programs.

The Homelessness Policy Advisory Committee has identified six focus areas:

1. *Housing*
2. *Partners*
3. *Prevention*
4. *Policy and Budget*
5. *Public Safety*
6. *Support Services*

The policy question for the city council is whether to adopt the Committee's recommendations (Attachment 1) in order to guide the city's investment of staff time and resources towards addressing homelessness in Monroe.

DESCRIPTION/BACKGROUND

In the spring of 2019, Mayor Geoffrey Thomas, in response to our community's growing concerns regarding homelessness in Monroe, formed a committee to make recommendations on how the city should respond to issues relating to homelessness.

An announcement was made about the formation of the committee. Community members applied and were interviewed by the Mayor, City Administrator and the Police Chief.

The committee was formed with representation of community members from local businesses, faith based organizations, service member experts in mental health, drug dependency, and local human service providers. The committee also had represented a member with personal experience of successfully exiting homelessness.

The council confirmed ten members to serve on the Homelessness Policy Advisory Committee: Rachel Adams, Jim Bloss, Jennifer Chavez, Sean Cramer, Kyle Fisher, Geoffrey Godfey, Todd Strickler, Brigitte Tuttle, Heidi Waxham and Mary Wysocki; and two adhoc members, Jason Gamble and Phil Spirito.

The Committee's goals were to:

- Provide a forum for the coordination of information among local stakeholders.
- Seek thoughtful, effective, and lasting solutions to the city's homelessness crisis.
- Facilitate assistance for unsheltered persons in the Monroe community.

- Provide the Mayor and City Council with nonbinding advice and recommendations regarding issues related to homelessness.

The committee continually kept in mind these guiding questions:

- What concerns and issues does the community have about homelessness within the City of Monroe?
- What are the underlying causes of Homelessness in Monroe?
- What do we need to know about the causes, resources, and strategies underway in Monroe and other communities that reduce homelessness?

The Homelessness Policy Advisory Committee (HPAC) had its first meeting in April of 2019. The HPAC has met two times per month over the past year. Over the course of the last year, the committee has been fully immersed in this topic. The committee has had experts come to give presentations, webinars, field trips to service organizations, and assigned take-home reading.

From these informative and educational experiences the committee began to hone in its focus in these area: Housing, Partners, Prevention, Support Services, Public Safety, and Policy and Budget.

In each of these categories the committee brainstormed and drafted recommendations to best express a balance of compassion and accountability and a desire to help people become able to choose a path out of homelessness. The committee has also always kept in mind that homelessness is a very complex issue that exists on a very broad spectrum. There is no one size fits all solution.

In November of 2019, the Committee hosted an Open House to ask for the community's feedback on the draft recommendations. The open house was extremely well attended and successful. The feedback from the community was very serious and thoughtful, and also encouragingly well aligned with the HPAC vision.

The city council reviewed the draft recommendations and community comments at its November 19, 2019 meeting.

The committee continued to meet and refine its recommendations, and in January of 2020 the final version of the Homelessness Policy Advisory Committee recommendations were approved by the committee. The city council reviewed the committee recommendations at its February 18, 2020 meeting and directed Mayor Thomas and city staff to bring the recommendations back to the business meeting on February 25, 2020 for adopt by Resolution.

IMPACT – BUDGET

The city has \$306,000 in the 2020 budget to support the draft recommendations.

\$46,000	Rental assistance (HB 1406 funding)
\$50,000	Emergency shelter and transitional housing services
\$50,000	Support for housing and service navigators for Monroe residents
\$73,000	Embedded social worker with the police department (shared with Sno Co.)
\$12,000	Embedded social worker with the public defender (grant through office of public defense)
\$17,000	install cameras in parks to deter vandalism
<u>\$50,000</u>	Education and outreach
\$298,000	

TIME CONSTRAINTS

This is a policy decision by the city council. Adopting Resolution 002-2020 signals to the community the city's intent and priorities for addressing homelessness in Monroe. Work may proceed with implementing the recommendations based on input from the council at the February 18, 2020 study session. There are no time constraints associated with adopting the Committee's recommendations.

ALTERNATIVES TO REQUESTED ACTION

Do not adopt Resolution 002-2020 and direct Mayor Thomas and city staff to areas of concern. The city council may want to direct the public safety committee to further review the recommendations before taking final action.

CITY OF MONROE
RESOLUTION NO. 002/2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONROE, WASHINGTON, ADOPTING THE
HOMELESSNESS POLICY ADVISORY COMMITTEE
RECOMMENDATIONS

WHEREAS, homelessness is a national, state, regional, and local issue affecting all of Snohomish County, in both urban and rural areas, including the Skykomish Valley and the City of Monroe; and

WHEREAS, Mayor Geoffrey Thomas and the Monroe City Council adopted Resolution 001/2019 establishing a Homelessness Policy Advisory Committee (HPAC) in January 2019 to make non-binding recommendations on how the city should respond to issues relating to homelessness; and

WHEREAS, the Homelessness Policy Advisory Committee was formed with representation from community members, local businesses, faith based organizations, experts in mental health and drug dependency, local human service providers, and those who experienced homelessness; and

WHEREAS, the HPAC held approximately twenty meetings to understand the causes of homelessness; learn about best practices and service models from subject matter experts; and visit regional service facilities; and

WHEREAS, from these informative and educational experiences the HPAC developed recommendations in six focus areas: housing, partners, prevention, policy/budget, public safety, and support services; and

WHEREAS, in each of these categories the HPAC drafted recommendations to best express a balance of compassion and accountability and a desire to help people become able to choose a path out of homelessness; and

WHEREAS, the HPAC recognized, throughout the process to develop recommendations, that homelessness is a very complex issue that exists on a very broad spectrum and there is no one size fits all solution; and

WHEREAS, the HPAC held a public open house on November 14, 2019 to share draft recommendations and take public comment; and

WHEREAS, the HPAC amended its draft recommendations based on public comment and feedback from the city council; and

WHEREAS, on February 18, 2020 the city council discussed the HPAC draft recommendations, and the city council directed Mayor Thomas and city staff to bring the HPAC recommendation back to the city council for final adoption;

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

Section 1. Adoption of Homelessness Policy Advisory Committee Recommendations. The City Council hereby adopts the recommendations of the Homelessness Policy Advisory Committee as set forth in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

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

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 25 day of February, 2020.

Approved: February 25, 2020
Effective: February 25, 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

Exhibit A

Housing

- Establish Temporary-Housing in a permanent facility to serve Monroe residents with adjacent secured parking for those living in vehicles and RVs for overnight stay
- Establish a Sky Valley Housing Consortium to establish short, long-term, and alternative housing
- Increase alternative housing that includes but is not limited to men, youth, LGBTQ, and families and pets

Partners

- Establish Service Provider Networks to provide services and housing 24/7 in Sky Valley
- Increase public transportation between Monroe & Everett
- Involve other public entities in a network to prevent and end homelessness in Sky Valley
- Create an education campaign that supports affordable housing, job training, and treatment options

Prevention

- Gather and analyze accurate data about homelessness in Monroe
- Create an education campaign about homelessness: causes, prevention strategies, and alternatives
- Promote social services networks focused on youth and families

Policy/Budget

- Lobby legislators at all levels to increase funding for addiction and mental health treatment, affordable housing, job training, and support services
- Identify and lobby for new law enforcement strategies focused on personal accountability
- Engage developers in building affordable and subsidized housing
- Implement HB 1406 Explore all revenue options for housing, mental health, and chemical dependency
- Continue HPAC as standing committee Monitor progress towards implementing HPAC recommendations. Review Technical Committee recommendations.
- Adopt and fund a Six-Year Plan to fulfill HPAC's recommendations

Public Safety

- Implement law enforcement strategies and regulations that increase personal accountability and adhere to civil and personal rights

- Gather and analyze accurate data about crime in Monroe
- Initiate a residential and business crime prevention program
- Continue to budget for the Embedded Social Worker/Community Outreach
- Use technology to increase public safety and protect infrastructure.
- Implement Community Court so treatment for addiction and mental health can be offered as an alternative to jail

Support Services

- Create a coordinated homeless response center.
- Create a system of services that responds to the homeless crisis 24/7
- Establish more accessible mental health and addiction services in Monroe
- Obtain supportive services to navigate people through resources
- Support agencies that serve and promote self-reliance among people in need



MONROE CITY COUNCIL

Agenda Bill No. 20-037

SUBJECT:	<i>Authorize the Mayor to Sign Resolution No. 003/2020; Supporting a Capacity Study of US Highway 2 from State Route 9 to State Route 207 in Chelan County</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/25/2020	Executive	Deborah Knight	Deborah Knight	New Business #3

- Discussion:** 02/25/2020
Attachments:
 1. Resolution No. 003/2020
 2. US 2 FAQ
 3. WSDOT Legislative Proviso

REQUESTED ACTION: *Authorize the Mayor to Sign Resolution No. 003/2020; Supporting Funding a Capacity Study of US Highway 2 from State Route 9 to State Route 207 in Chelan County.*

POLICY CONSIDERATION

The City Council has authority to pass resolutions expressing the opinion or mind of the official body concerning a particular item of business.

Resolution No. 003/2020 expresses support for funding a capacity study of US-2 from State Route 9 in Snohomish County to State Route 207 in Chelan County.

DESCRIPTION/BACKGROUND

US Highway 2 (US-2) is an east-west United States federal highway spanning from Everett, WA in the west to St. Ignace, MI in the east. US-2 bifurcates the City of Monroe separating the historic business district from new residential development to the north of US-2.

More than 56,000 vehicles a day pass through Monroe on US-2. The highway is frequently at capacity during peak hours, on holidays, and weekends.

The City Council recognizes the important economic benefit US-2 provides to the City of Monroe and neighboring cities along the US-2 corridor in Snohomish County. The highway must meet the state’s freight mobility needs, provide access to recreation lands, and serve local residents who community to job centers in King County.

The city’s 2020 legislative agenda includes support for US-2 capacity improvements for economic development.



MONROE CITY COUNCIL

Agenda Bill No. 20-037

The City of Monroe has been working with the City of Sultan, the Washington State Department of Transportation, and the City of Wenatchee to develop a scope of work and cost estimate for a capacity study of US-2 from State Route 9 to State Route 207.

The Washington State Department of Transportation developed draft proviso language supporting a \$1.4 million legislative appropriation to conduct a corridor study of US 2 (Attachment 3). The study will examine corridor performance and identify needed practical solutions to keep US-2 functioning as safely and efficiently as possible now and into the future.

Resolution No. 003/2020 formalizes the City Council's support for the project.

IMPACT – BUDGET

This action does not have a direct budget impact. Support for US-2 may result in advocating for capital budget funding from state and federal representatives.

TIME CONSTRAINTS

Mayor Thomas will be in Washington DC in March 2020 with representatives from the cities of Snohomish, Lake Stevens, and Sultan to advocate for funding capacity improvements on US 2 in Snohomish County. Participating cities are working together to pass similar resolutions to express support for funding a US-2 capacity study.

ALTERNATIVES TO REQUESTED ACTION

The City Council may have questions or concerns regarding Resolution 003/2020. The City Council may choose not to pass Resolution 003/2020 or direct the Legislative Committee to review the resolution and make a recommendation to the full council prior to taking action.

CITY OF MONROE
RESOLUTION NO. 003/2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONROE, WASHINGTON, SUPPORTING FUNDING FOR A
CAPACITY STUDY OF US-2

WHEREAS, US Highway 2 (US-2) is an east-west United States federal highway spanning from Everett, Washington in the west to St. Ignace, Michigan in the east; and,

WHEREAS, US-2 is one of three all-season mountain passes serving east/west statewide travel, with high levels of freight and recreational mobility demands from the Port of Everett to Wenatchee, Spokane and beyond; and

WHEREAS, US 2 is primarily a two-lane highway from State Route 9 in Snohomish County to State Route 207 in Chelan County; and

WHEREAS, US 2 is a “Main Street” highway in multiple locations, serving the cities of Sultan, Gold Bar, Index, Skykomish, Leavenworth, Cashmere, Wenatchee and others; and

WHEREAS, during peak capacity, local residents between Monroe and Skykomish are unable to leave their homes due to the level of congestion on US-2; and,

WHEREAS, US-2 was not built to sustain the population growth experienced in the Greater Puget Sound region and accompanying increase in travelers; and,

WHEREAS, major improvements are needed to US-2 to increase capacity for freight mobility; and

WHEREAS, safety is also a key need on this section of US 2, with approximately one-third of crashes over the past ten years occurring in and around Monroe; and

WHEREAS, there are also a considerable number of crossover crashes on this stretch of US 2, with a number of crashes resulting in fatalities;

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

THAT, the City of Monroe supports the goal to bring much needed attention and funding to address capacity improvements on US Highway 2 from State Route 9 to State Route 207 in Chelan County; and

THAT, the City of Monroe supports the request by the Washington State Department of Transportation and the US 2 Safety Coalition for \$1.4 million to identify capacity and

safety improvements in partnership with the cities of Snohomish, Sultan, Gold Bar, Index, Skykomish, Leavenworth, Wenatchee, and other communities along the corridor; and,

THAT, the City of Monroe supports the proposed goals of the US-2 Study to:

- Identify improvements to increase accessibility and safety,
- Improve multimodal efficiency of the highway system,
- Improve freight mobility and economic vitality, and
- Protect and enhance the natural environment

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 25th day of February, 2020.

Approved: February 25, 2020
Effective: February 25, 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



US 2 Corridor Study State Route 9 to Stevens Pass

Request:

The underlying stakeholders request \$1,000,000 in funding for a corridor study of US 2 from State Route 9 in Snohomish County to Stevens Pass. This corridor is a primary highway for statewide travel, and freight mobility from the Port of Everett to Wenatchee, Spokane and beyond.



Goals of the US 2 Corridor Study

- Identify improvements to increase safety and reduce congestion
- Reduce congestion and Improve efficiency of the highway system
- Improvement freight mobility and economic vitality
- Protect and enhance our natural environment

Safety

Congestion

Freight Mobility

Environment

Why is a US 2 study needed now?

- More investment is needed to identify and fix high collision locations.
- Gridlock on Hwy 2 hinders emergency response provided by police, fire, and EMS creating life threatening circumstances.
- 18,000 vehicles a day travel on US 2 from Hwy 9 to Stevens Pass reaching volumes beyond its capacity during weekends and holidays.
- During peak capacity, local residents between Monroe and Index are unable to leave their homes due to the level of congestion.
- Based on the growth management plans for housing developments and the increased population projections for this region, the capacity and safety issues of Hwy 2 will become significantly more problematic.
- US 2 is a T-1 Freight Corridor carrying more than 10 million tons of freight per year. It is the primary freight corridor when I-90 is closed due to weather conditions or accidents.
- US 2 parallels the Snohomish/Skykomish River one of the primary watersheds for returning salmon and supporting Southern Resident Orcas. Strategies are needed to reduce congestion, fix culverts, limit greenhouse gas emissions, and preserve the environment along US 2.

Who are the Partners?



MCC Agenda 2/25/20
Page 5 of 7



New Business #3
AB20-037



Contact Us

For more information

Will Ibershof
 City Administrator
 City of Sultan
 319 Main Street
 Sultan, WA 98294
 Office #: (360) 793-1149
 Cell #: (360) 913-0196

will.ivershof@ci.sultan.wa.us



Port of Everett
 Increasing freight capacity



Monroe to Sultan
 Traffic back ups slow freight



Stevens Pass
 Winter weather impact traffic

US 2 Corridor Study – State Route 9 to State Route 207 (draft proviso language)

An appropriation of \$1,400,000 is provided solely to conduct a corridor study of US 2 from State Route 9 in Snohomish County to State Route 207 in Chelan County. This study will be done in partnership with stakeholders and cities of Monroe, Sultan, Stevens Pass, Leavenworth, and Wenatchee, and other communities in the vicinity to examine corridor performance and identify needed practical solutions to keep US 2 functioning as safely and efficiently as possible now and into the future.

Considerable planning work has been accomplished on US 2 between the Leavenworth and Wenatchee. This effort will build upon that work and will focus west of Leavenworth to identify a comprehensive corridor solution that fills in gaps from those already studied. See attachment for related studies and projects.

This corridor serves east/west statewide travel, with high levels of freight and recreational mobility demands from the Port of Everett to Wenatchee, Spokane and beyond. US 2 is primarily a two-lane highway from SR 9 to SR 207, a main street highway in multiple locations, and serves the cities of Sultan, Gold Bar, Index, Skykomish, Leavenworth, Cashmere, Wenatchee and others. Safety is also a key need on this section of US 2, with approximately one-third of crashes over the past ten years occurring in and around Monroe, Washington. There are also a considerable number of crossover crashes on this stretch of US 2, with a number of crashes resulting in fatalities. WSDOT has recently moved forward with safety enhancements to mitigate for these crash occurrences. Last year WSDOT restriped a portion of US 2 to add a narrow median, will be installing median barrier later this year between Bickford Avenue and vic. East of SR 9.

The goals of this US 2 Corridor Study are to:

- Identify improvements to increase accessibility and safety
- Improve multimodal efficiency of the highway system
- Improve freight mobility and economic vitality
- Protect and enhance the natural environment

This study will identify strategies using the WSDOT Practical Solutions approach, which focuses on practical decision-making, asset management, integrated systems and modes, and community engagement and partnerships.

The cost of this study was estimated based on recently concluded studies in the area. We estimate that \$1,400,000 in funding is required to complete a high level planning study for the 80-mile stretch of US 2 corridor (SR 9 to SR 207), including significant public engagement.

US 2 Corridor Study – SR 9 to SR 207: Study Cost Estimate

1	Project management & coordination	\$260,000
2	Current and future conditions analysis	\$250,000
3	Develop corridor vision	\$30,000
4	Develop and evaluate options	\$176,000
5	Stakeholder and community engagement	\$524,000
6	Identify, refine, and document final plan	\$160,000
	Total Cost	\$1,400,00



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

Tuesday, February 25, 2020, 5 P.M.
WWTP, 522 S. Sams, Monroe, WA 98272

2020 Committee
Councilmembers
Heather Rousey
Ed Davis
Jeff Rasmussen

AGENDA

- I. Call to Order**

- II. Special Orders of the Day**
 - A. Select 2020 Chair

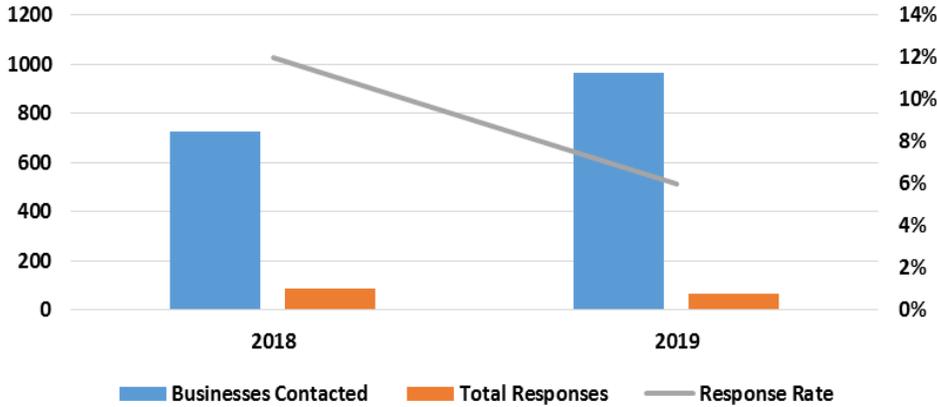
- III. New Business**
 - A. Confirm Regular Meeting Date/Time
 - B. 2020 Work Plan
 - C. WWTP Engineering Report Alternatives Review
 - D. UGA Discussion

- IV. Next Committee Meeting (March 24, 2020)**
 - A. Review Draft Facility Use Policy & Procedure
 - B. 191st Street Trail
 - C. 2021-2026 TIP

- V. Adjournment**

MONROE BUSINESS PROFILE

Outreach and Response Analysis



2019 MONROE BUSINESS SURVEY

The **2019** Monroe Business Survey is concluded and results are in; Monroe's unprecedented period of growth continues.

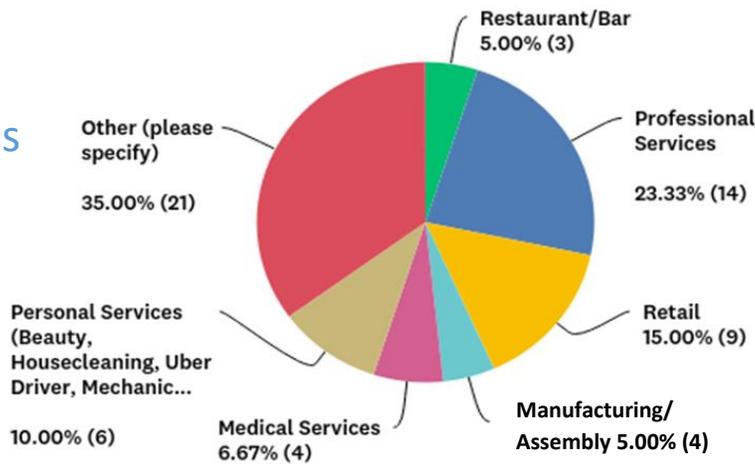
The information gathered provides insight into the profile of Monroe's businesses and informs Monroe's elected officials on the issues most important to our community's employers.

In 2019 966 businesses were sent the survey, an increase of 33% over 2018. In spite of a larger polling, the response rate was down nearly 50%. The Economic Development Advisory Board has requested that the 2020 survey include a more robust rollout and campaign to increase participation in the survey.

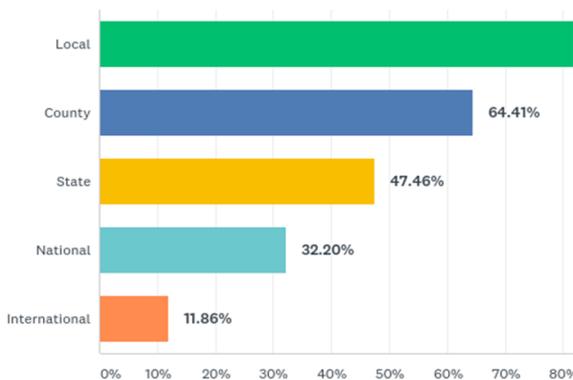
A typical Monroe business is a small businesses, providing a service (retail, personal or professional) run by the owner and selling to a local market. The overall consensus is businesses are doing well; Employers are hiring and or stable in their employment and a majority are planning expansions in the next 3 years. All bodes well for the City of Monroe in the coming year. Thank you to all that participated.

Economic Development Report

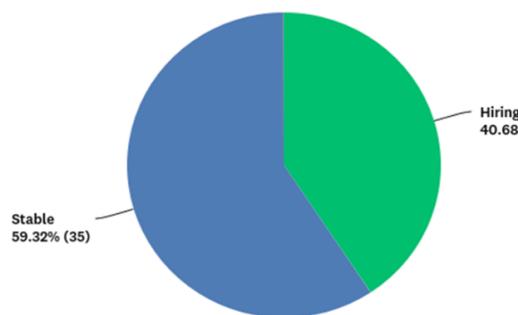
Monroe's Diverse Industry Profile



Reaching Markets Locally and Internationally



With a Positive Employment Outlook



MONROE BUSINESS PROFILE

THE ISSUES



The survey polls businesses in Monroe on issues that city officials deal with on a daily basis; public safety, homelessness and other efforts that impact the city's budget. The survey ensures the voice of business gets into the decision making process.

Question: *Please share any additional comments regarding this survey or actions the city should take to improve the business climate in Monroe.*

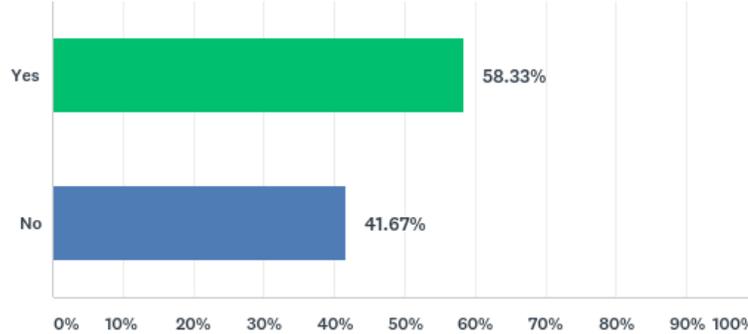
"The city continues to lack any real identity or brand.. the downtown lacks any cohesiveness and continues to house businesses that are not Main St businesses.. they lack symbiosis..."

"Monroe lacks an aesthetic. The city should focus on branding, marketing, and drawing foot traffic into our parks and businesses as well as pulling traffic off of Highway 2 and into our businesses. We also need a tourism destination area (downtown)."

"The 522 completion is huge, Traffic (including the train) is a big problem. "

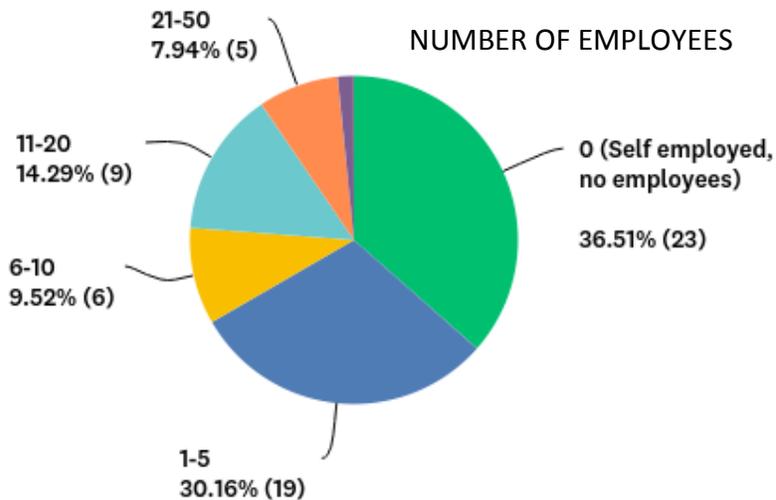
"More diversity in business content."

ARE YOU PLANNING AN EXPANSION OF YOUR BUSINESS IN THE NEXT 5 YEARS?



A Community Growing and Expanding

A Healthy Mix of Small Businesses and Larger Manufacturers with Total Wages in 2018 of \$462,110,346*



Investment Priorities Based on Growth and Compassion.

Number 1 Priority

- 64% Request State Legislature Finish State Route 522 between Monroe and Paradise Rd.
- 13.2% Provide Shelter and Services to Chronically Homeless
- 12% Replace Gateway and Wayfinding Signs to Direct Residents and Visitors to Business Districts and Attractions
- 7.6% Support Multi-family Housing adjacent to Work Centers
- 5.6% Partner with Everett Community College

Number 2 Priority

- 38.8% Replace Gateway and Wayfinding Signs to Direct Residents and Visitors to Business Districts and Attractions
- 22.6% Partner with Everett Community College
- 17.8% Request State Legislature Finish State Route 522 between Monroe and Paradise Rd.
- 15.3% Support Multi-family Housing adjacent to Work Centers
- 9.4% Provide Shelter and Services to Chronically Homeless

Click to view the full results of the [2019 Monroe Business Survey](#)

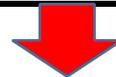
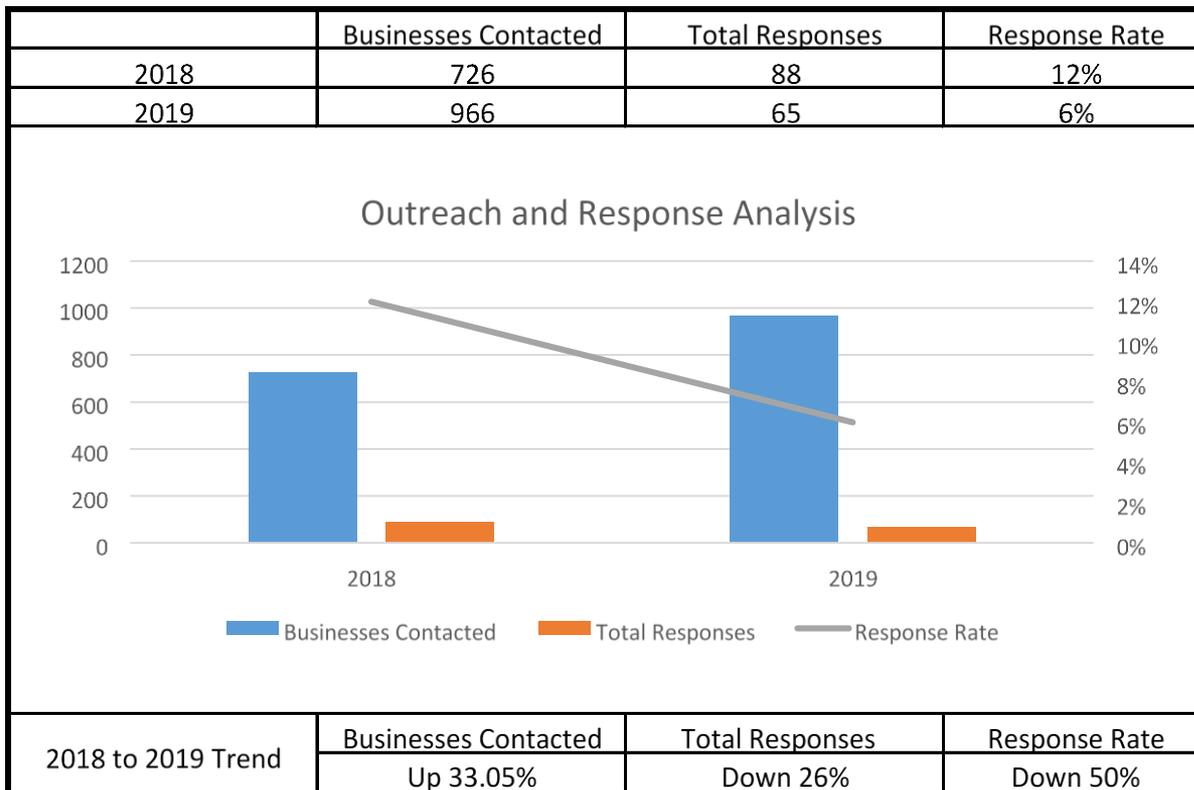
2019 City of Monroe Business Survey



Presentation of 2019 Results

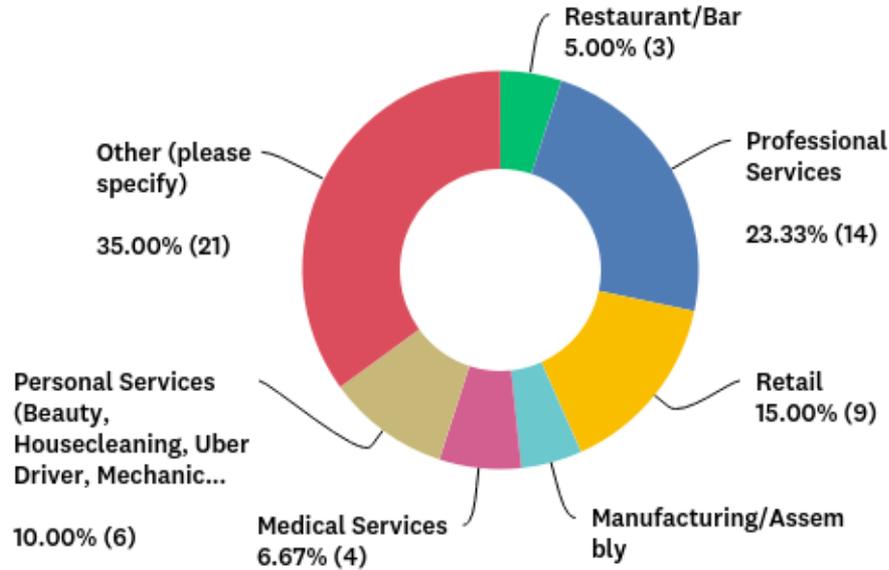


- ❑ Questions 1 through 7 containing company specific information has been omitted
- ❑ Questions 11 through 16 regarding potential business district meeting times has been omitted
- ❑ Question 34 describes specific expansion plans of businesses and has been omitted
- ❑ Question 37 asks for suggestions to improve the economic conditions in Monroe. A separate addendum with full text included
- ❑ Question 39 asks to identify the most critical issues facing their business. A separate addendum with full text included
- ❑ Question 41 asks respondents to identify Economic Development priorities they would like to see the city focus on. A separate addendum with full text included
- ❑ Question 46 ask respondents who are home based businesses about potential meet up/networking schedules and has been omitted
- ❑ Questions 50 – 53 ask respondents in the Downtown Promenade Area specific questions regarding the Downtown Monroe Association. These questions have been omitted
- ❑ Question 55 asks what information they would like to see on the ED Page of the website. A separate addendum with full text included.
- ❑ Question 56 asks for any final comments. A separate addendum with full text included



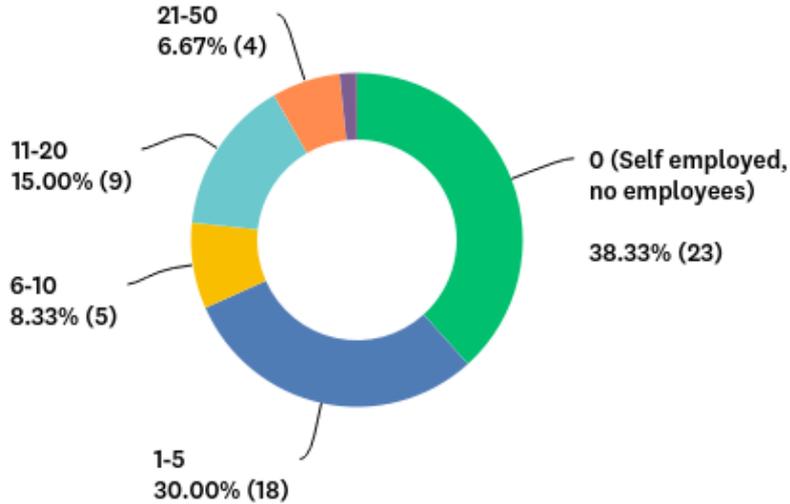
Q8: Products/Services

Answered: 60 Skipped: 0



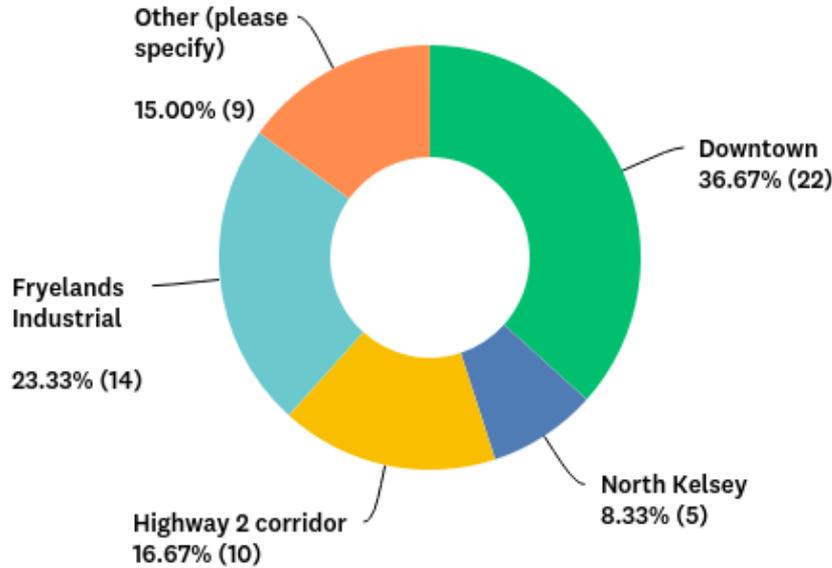
Q9: Number of Employees

Answered: 60 Skipped: 0



Q10: Which commercial business district do you identify as being a part of?

Answered: 60 Skipped: 0



Q17: Rank the issues facing your commercial business district with #1 being the most important.



Top 3 Issues per Business District

Downtown - 20 responses

Vagrants

40% #1

20% #2

15% #3

Too Many Vacancies

21.43% #1

14.29% #2

Parking

15.79% #1

36.84% #2

N. Kelsey/Hwy 2 - 17 responses

Vagrants

43.75% #1

12.50% #2

12.50% #3

Traffic Congestion

41.18% #1

11.76% #2

23.53% #3

Signage

21.43% #1

14.29% #2

21.43% #3

Fryelands- 12 responses

Traffic Congestion

50% #1

20% #2

10% #3

Access

25% #1

25% #2

12.5% #3

Vagrants

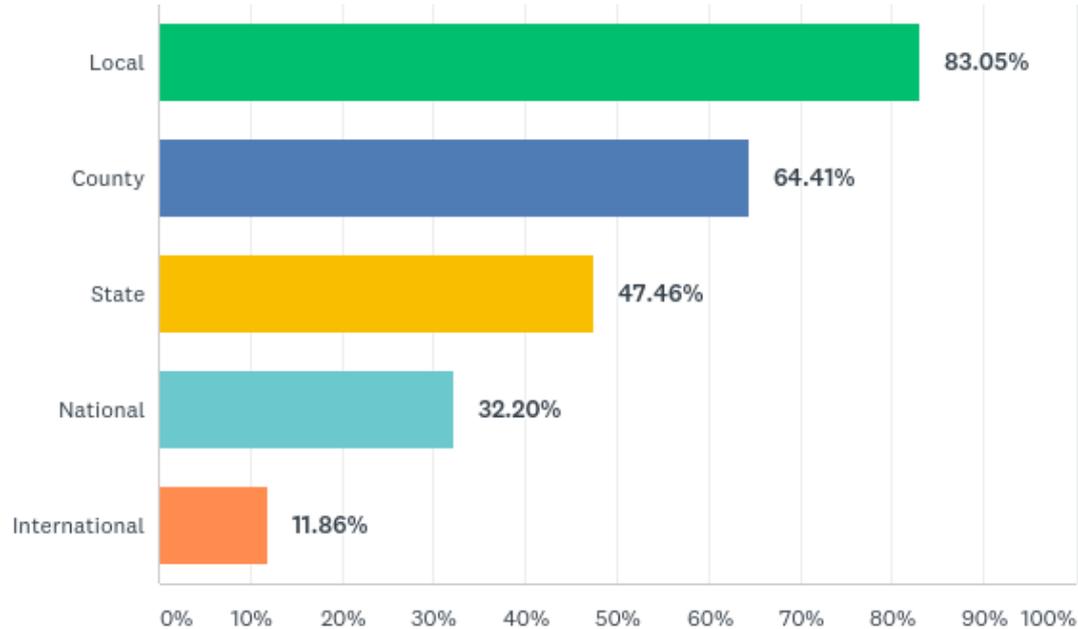
20% #1

20% #2

30% #3

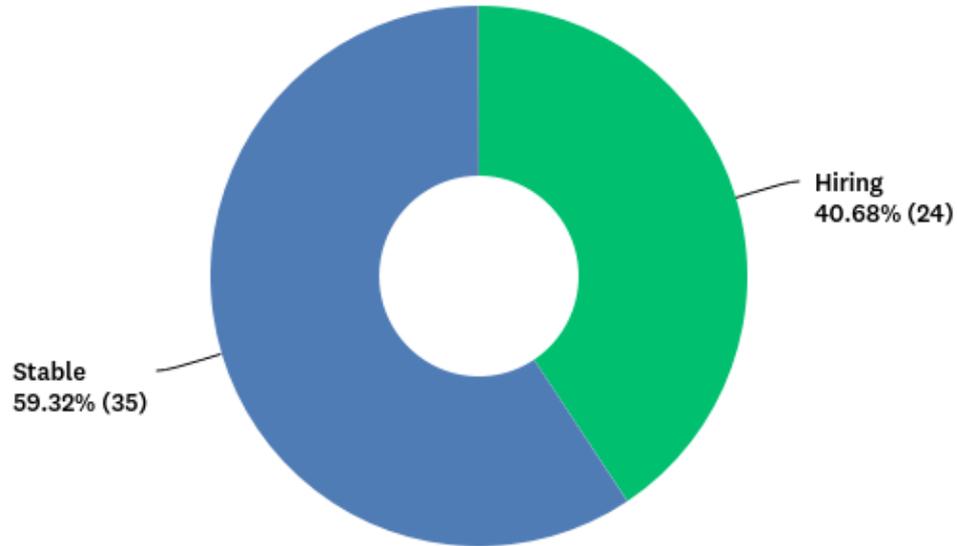
Q18: What markets does your company serve? Check all that apply

Answered: 59 Skipped: 1



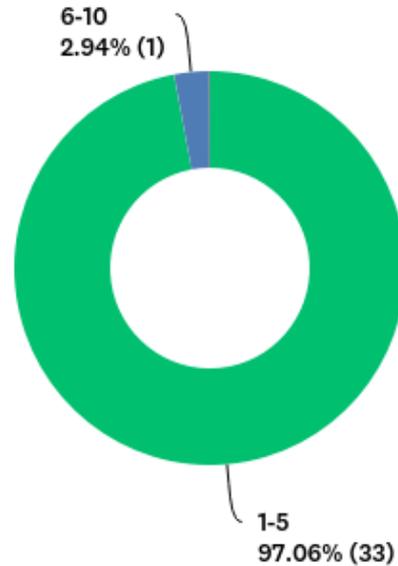
Q19: Current Employment Status

Answered: 59 Skipped: 1



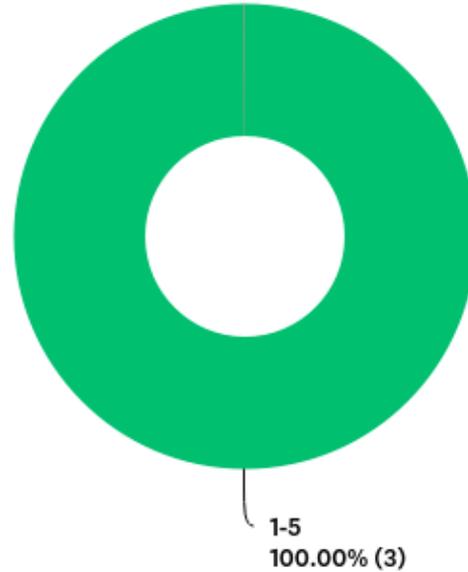
Q20: If increasing employment, what is the approximate number of employees you intend to add?

Answered: 34 Skipped: 26



Q21: If "Downsizing" number of positions currently reducing

Answered: 3 Skipped: 57



Q22: Consider the following labor-skill classes, and select the number that best represents your opinion of their availability for employment locally and the quality of basic skills possessed by new employees:

Professional Management; Skilled/Technical; Semi-skilled; Unskilled; Clerical

Answered: 51 Skipped: 14

The **most dissatisfaction** is with

"Professional Management"

2.13% say that class of candidates is "Excellent"

21.28% say that class is "Poor", the second highest "Poor" rating behind "Skilled/Technical" candidates.

The **most satisfaction** is with

"Unskilled"

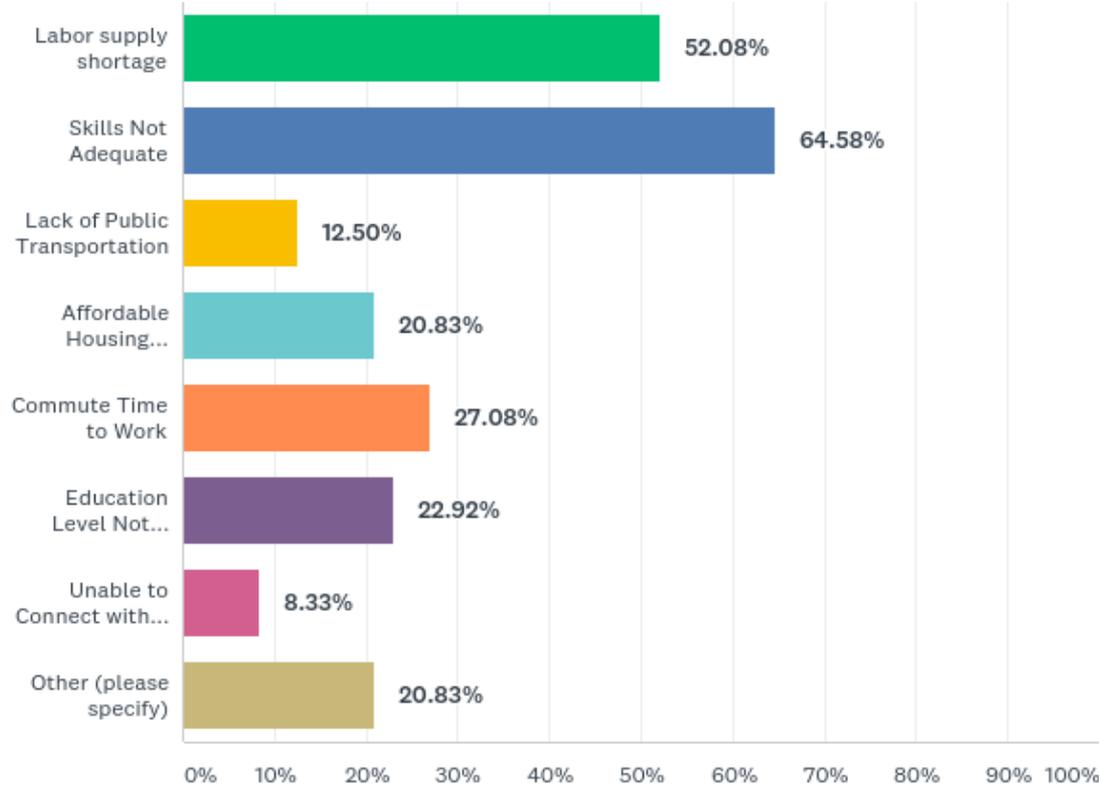
14% say that class of candidates is "Excellent"

14% saying that group is "Poor".

Overall, **nearly a quarter identify all categories of workers as "Adequate"**

Q23: If recruiting personnel is difficult, what factors contribute to these difficulties? (check all that apply)

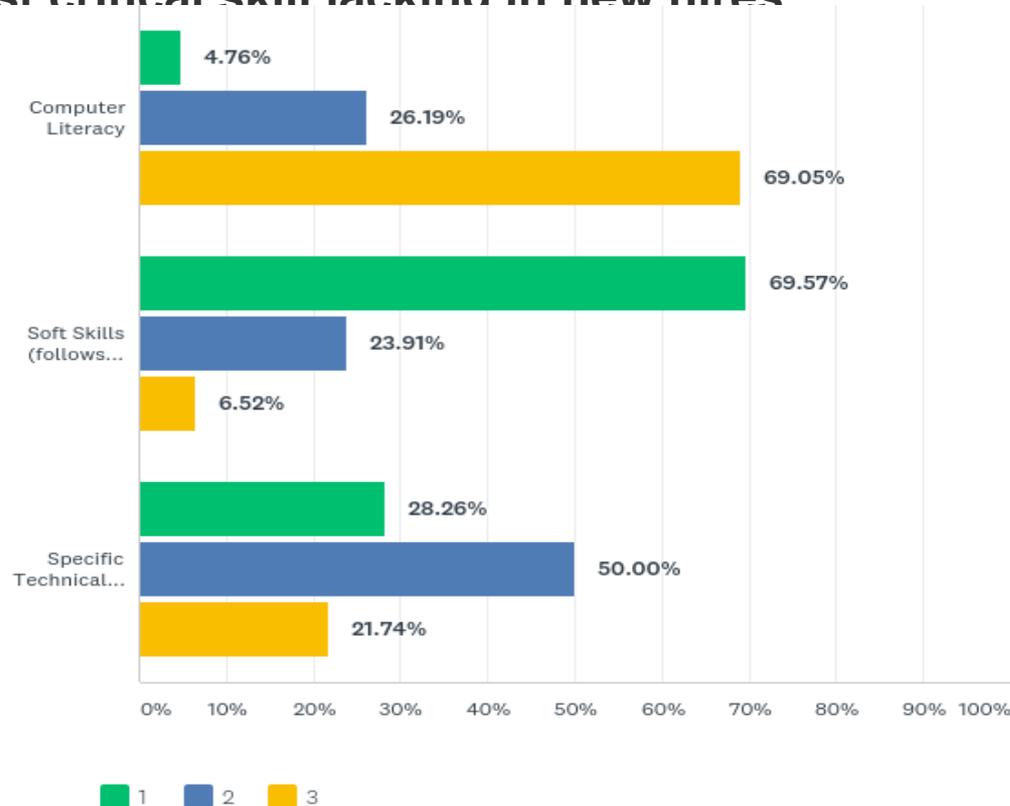
Answered: 48 Skipped: 12





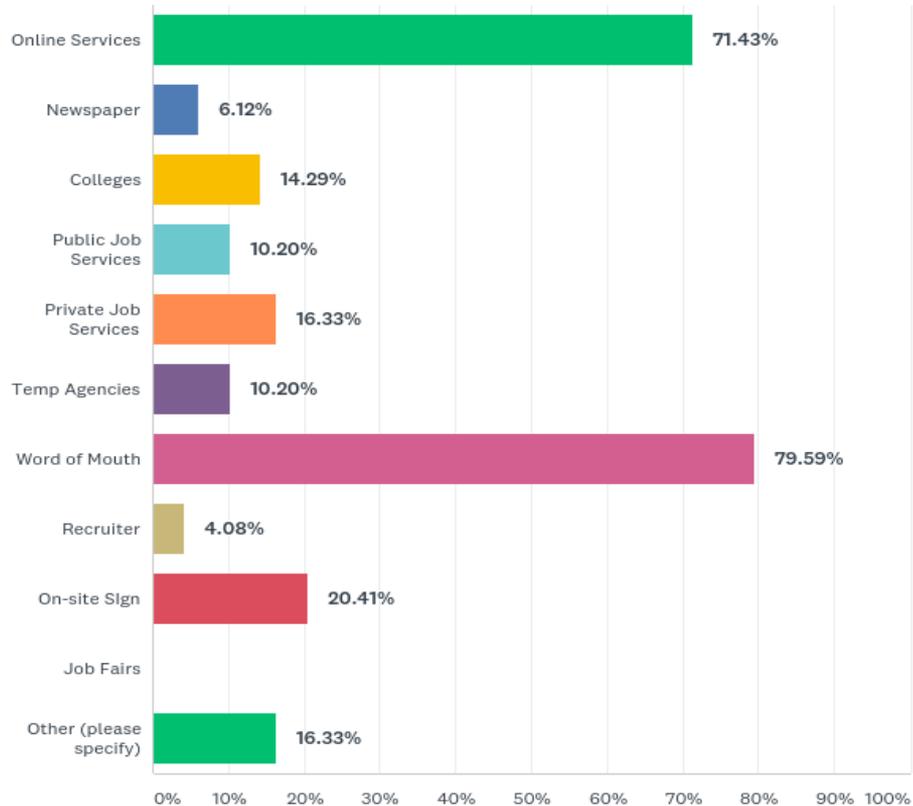
Q24: What are the most critical skills LACKING in prospective hires? Please rank with #1 being the most critical skill lacking in new hires, #3 the least critical skill lacking in new hires

Answered: 47 Skipped: 13



Q25: How do you recruit labor? (Check all that apply)

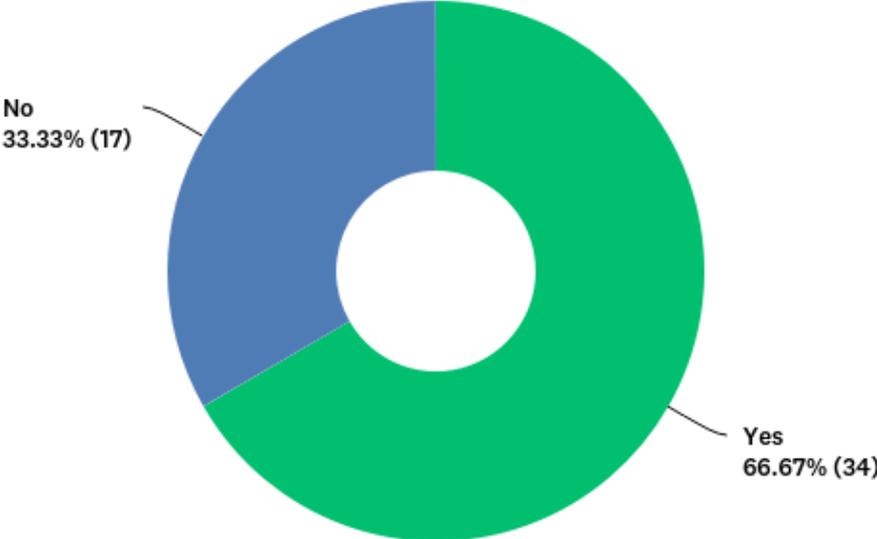
Answered: 49 Skipped: 11



Q26: Does your company provide education and training for new & current employees?



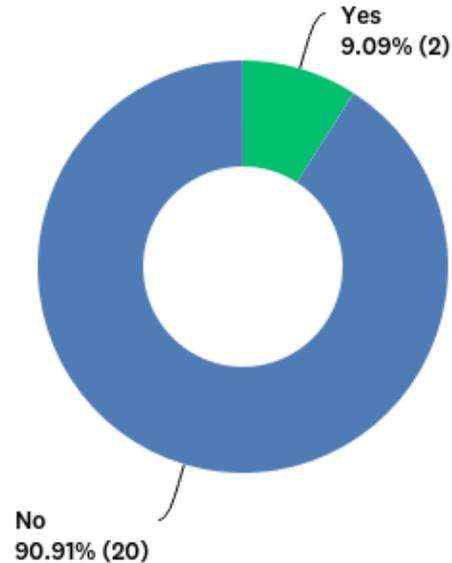
Answered: 51 Skipped: 9



Q27: If no, does your company have the resources to fund additional education and training for new & current employees?



Answered: 22 Skipped: 38





Q28: Please rate the following community resources according to their quality and cost, choose the response which best matches your opinion.

Answered: 51 Skipped: 9

Services: Water/Sewer; Natural Gas; Electric; Telecommunications; City Streets; WSDOT Hwys; Public Transportation; Health Care; Entertainment and Recreation; Education (k-12); Higher Education; Police Protection; Fire Protection; Paramedics/EMT; Land Use/Building Permits

MOST SATISFIED WITH...

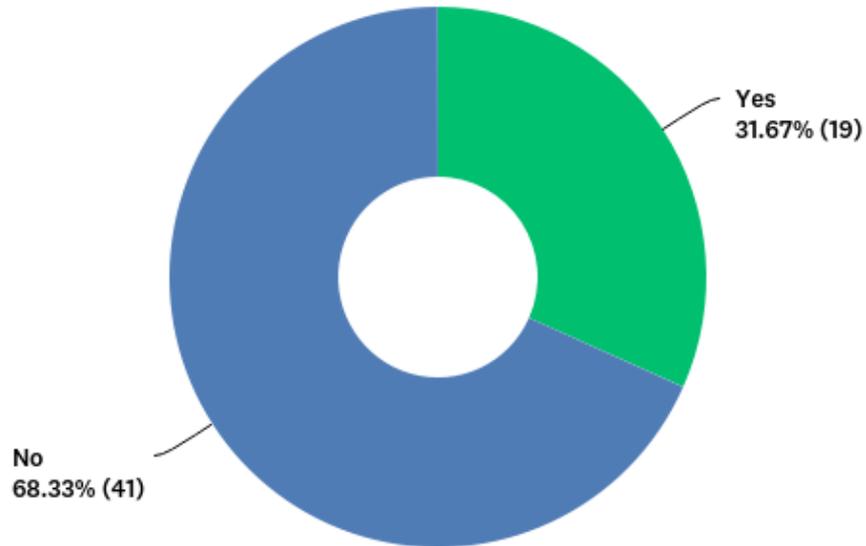
- 31.67% rate Paramedics/EMT as EXCELLENT
- 30% rate Police as EXCELLENT
- 29.51% rate Fire as EXCELLENT
- 11.67% rate Electric Svc as EXCELLENT
- 10.17% rate K-12 Education & Health Care as EXCELLENT

LEAST SATISFIED WITH...

- 22.03% rate Public Transportation as POOR
- 20% rate WSDOT Hwys as POOR
- 19.67% rate Land Use/Building Permits as POOR
- 16.95% rate Entertainment/Recreation & Higher Education as POOR
- 16.67% rate City Streets as POOR

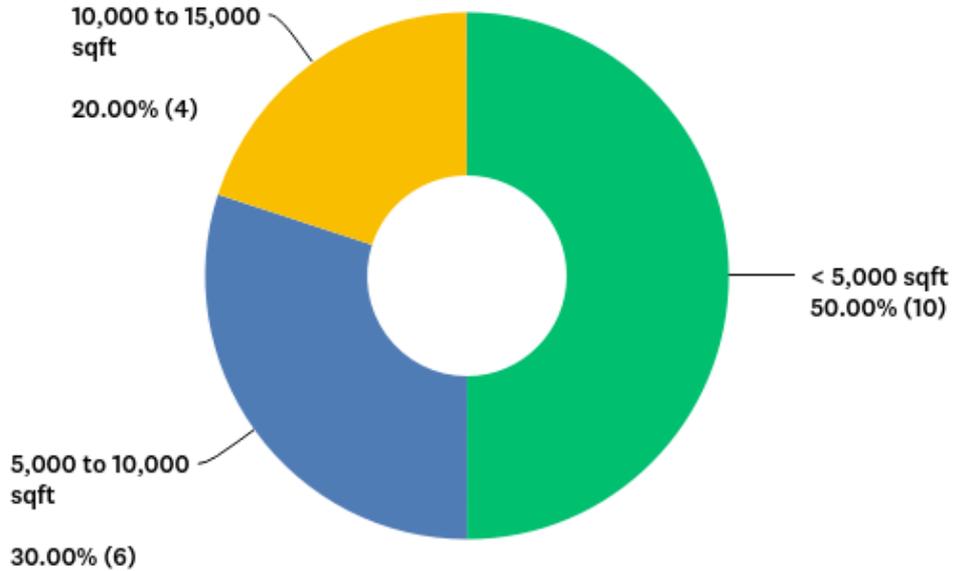
Q29: Do you have plans to increase your physical space in the next 3 years?

Answered: 60 Skipped: 0



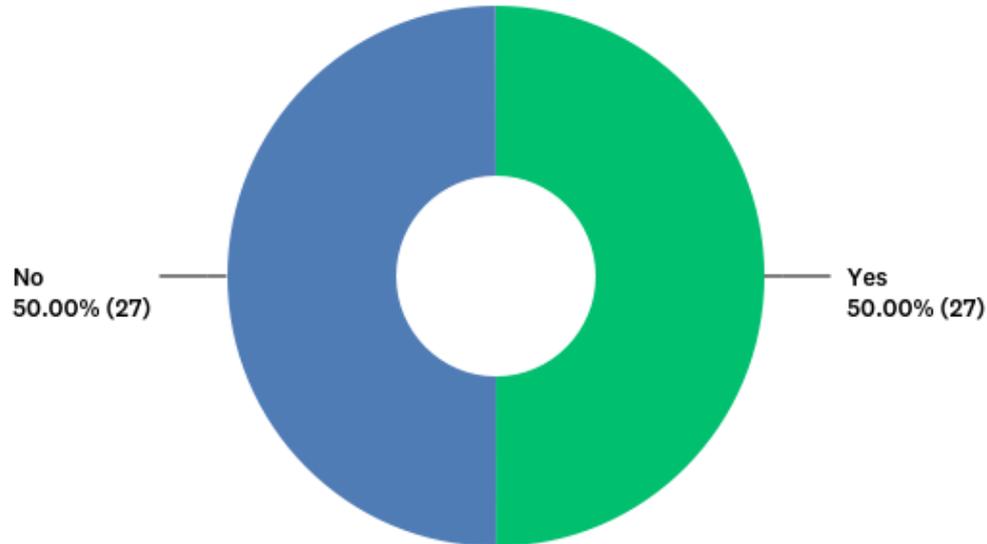
Q30: If "Yes" how many total square feet will you require?

Answered: 20 Skipped: 40



Q31: Will you be making new investments in equipment in 2020?

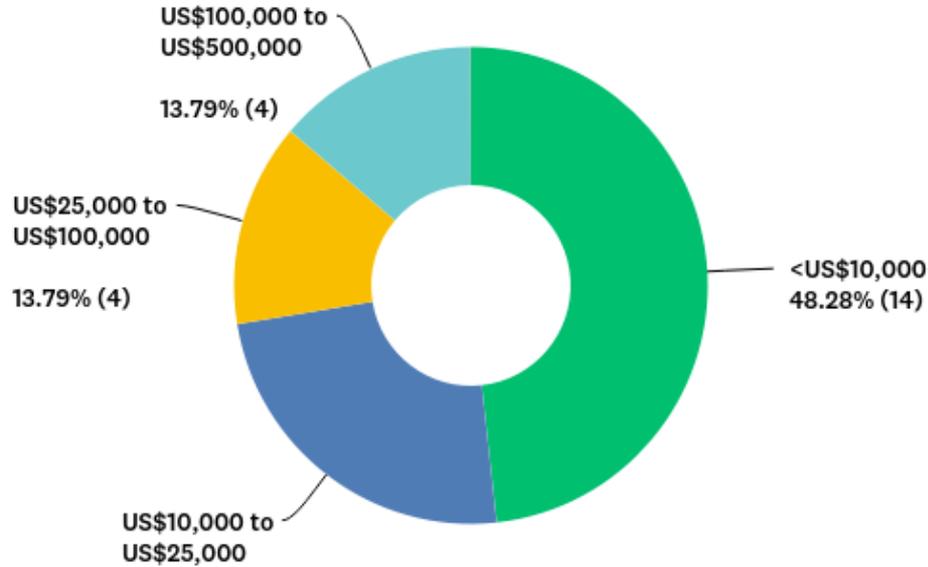
Answered: 54 Skipped: 6



Q32: If "Yes" what is the approximate investment amount you will make?

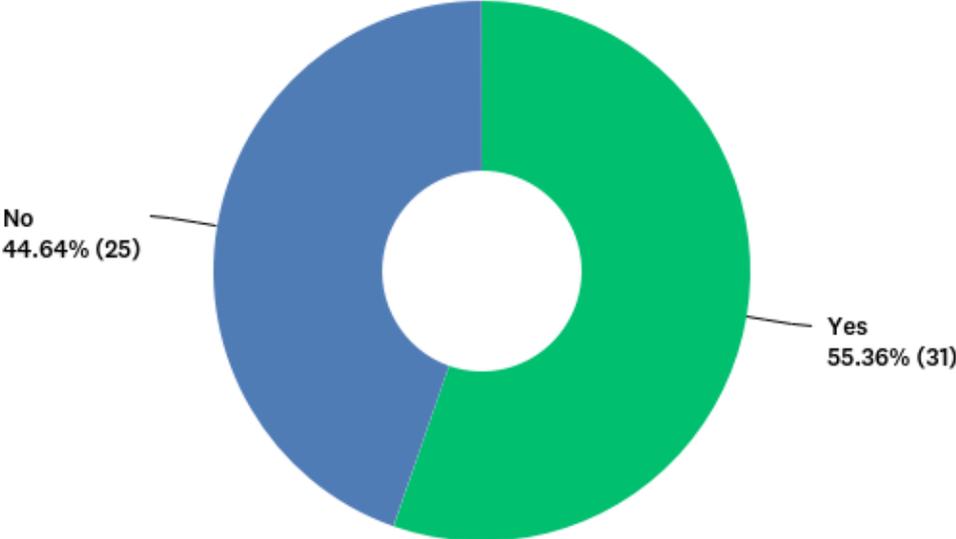


Answered: 29 Skipped: 31



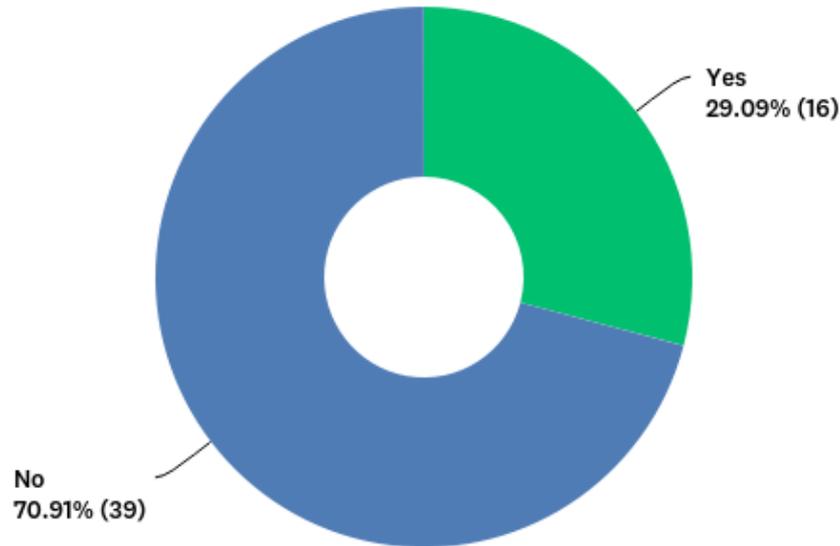
Q33: Are you planning an expansion of your business in the next 5 years?

Answered: 56 Skipped: 4



Q35: Is your company planning any new or expanded operations outside of the City of Monroe?

Answered: 55 Skipped: 5



Q36: If "Yes", where and why was Monroe not chosen to expand or create new operations?

Answered: 16 Skipped: 49



“this is a "maybe" 522 traffic is the biggest problem for our service techs to get out, causing hours of extra time daily for each job.”

“Traffic hassles make it very difficult to operate out of Monroe. The "improvements" to SR522 haven't helped at all getting in or out.”

“Because of Zoning changes from light industrial to DC restrict all growth for my business.”

“Population and disposable income limitations.”

Q 38: Please rank the following issues by the most important issue facing your company (#1) to the least important issue (#12).



Answered: 54 Skipped: 11

Categories: Utilities; Physical Space; Vandalism; Criminal Activity; Access to Capital; Transportation; Safety; Production Processes; Taxes; Government & Environmental Regulations; Storm water; Business Management; Marketing

#1 Physical Space 19.57%

Most Identified within the Top 3:

Taxes –

48.94% of respondents

14.89% #1

21.28% #2

12.77% #3

Physical Space

43.48% of respondents

19.57% #1

13.04% #2

10.87% #3

Criminal Activity

42% of respondents

18% #1

10% #2

14% #3

Vandalism – 35.56%

Marketing – 30.44%

Safety – 26.09%

Utilities – 25.59%

Transportation – 23.26%

Govt/Env Regulation – 22.22%

Business Management – 20%

Access to Capital – 16.67%

Production Processes – 6.77%

Storm water – 0%

Q40: Please rank the city's Economic Development investment priorities. #1 as the most important



Answered: 59 Skipped: 1

Number 1 Priority

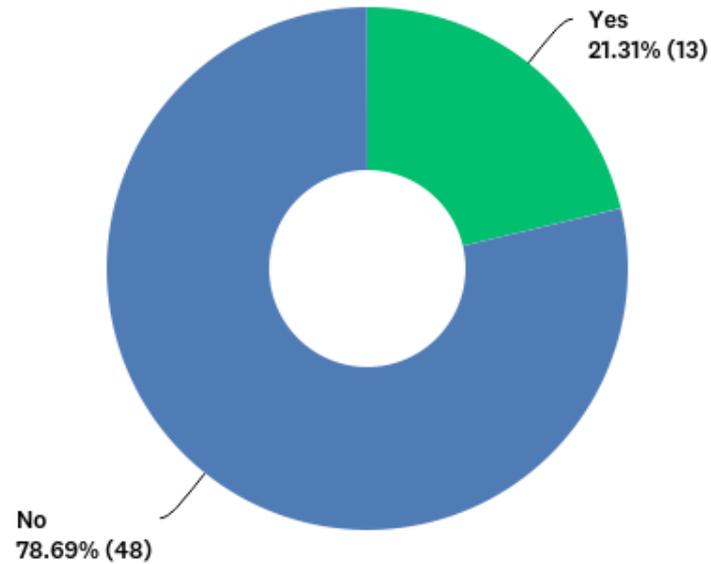
1. **64%** Request State Legislature Finish State Route 522 between Monroe and Paradise Rd.
2. **13.21%** Provide Shelter and Services to Chronically Homeless
3. **12%** Replace Gateway and Wayfinding Signs to Direct Residents and Visitors to Business Districts and Attractions
4. **7.69%** Support Multi-family Housing adjacent to Work Centers
5. **5.66%** Partner with Everett Community College

Number 2 Priority

1. **38%** Replace Gateway and Wayfinding Signs to Direct Residents and Visitors to Business Districts and Attractions
2. **22.64%** Partner with Everett Community College
3. **17.86%** Request State Legislature Finish State Route 522 between Monroe and Paradise Rd.
4. **15.38%** Support Multi-family Housing adjacent to Work Centers
5. **9.43%** Provide Shelter and Services to Chronically Homeless

Q42: Are you a member of the Monroe Chamber?

Answered: 60 Skipped: 0

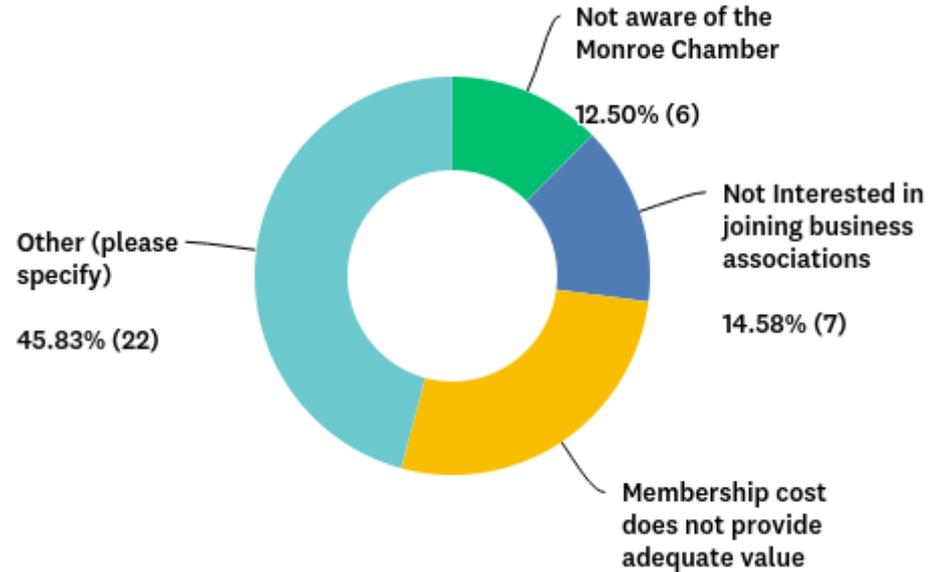


Q43: If you answered "NO", why have you not joined the Chamber?

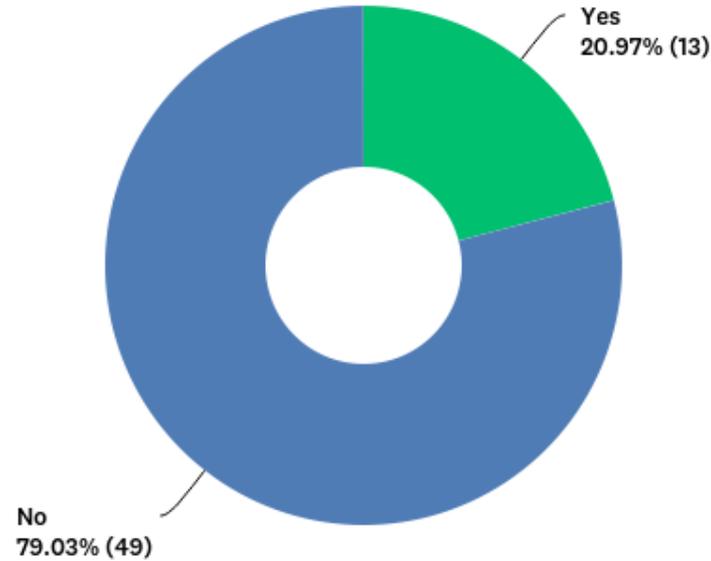
Answered: 48 Skipped: 17

Reasons given as "Other"

- Chamber is an ineffectual entity
- I'm a member
- New to town.. i will
- Currently in active
- Have never seen a reason to join, but would be interested if it was a value
- I can not make the time frame.
- We are a small business with limited time to serve on committees
- Too busy to participate.
- not sure how to get into it
- I am out of the city earning money for the business more than I am here.
- Live in Snohomish County, Not the City of Monroe. Isn't that a requirement to belong to City Counsel? Residing in the City?
- Still in build
- I have 16 locations in various cities and can not participate in every Chamber. Although I am now a resident of Monroe so I may join this chamber.
- Not enough time to participate
- Not sufficient time to invest in the organization
- No time
- Time
- I'm a new biz
- Membership cost too high for small one person/two person business
- Haven't gotten around to it
- Forgot
- Business Hours



Q44: Are you a home based business?

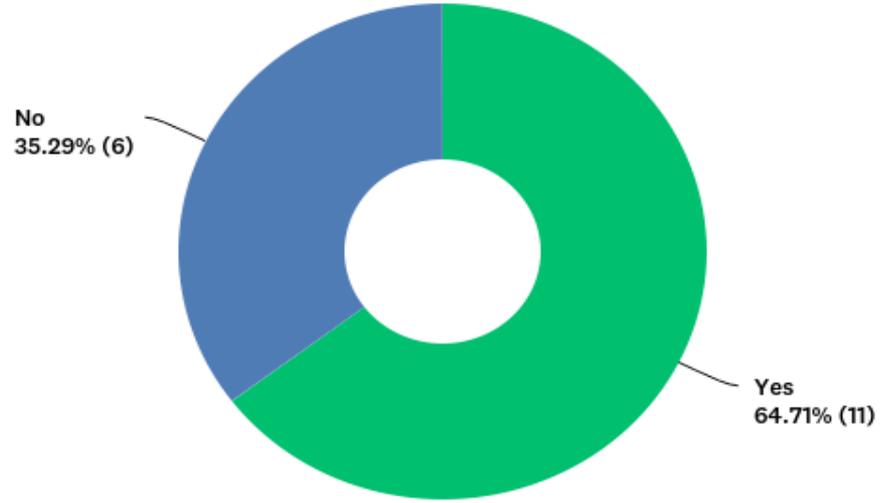


Q45: If you answered "Yes", would you be interested in networking with other home based businesses?

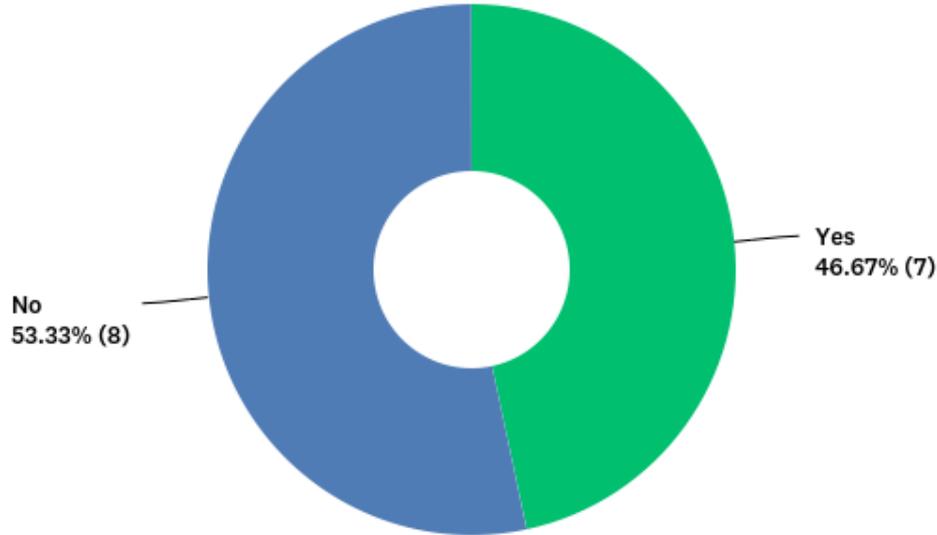


Answered: 17 Skipped: 48

Q45 If you answered "Yes", would you be interested in networking with other home based businesses?

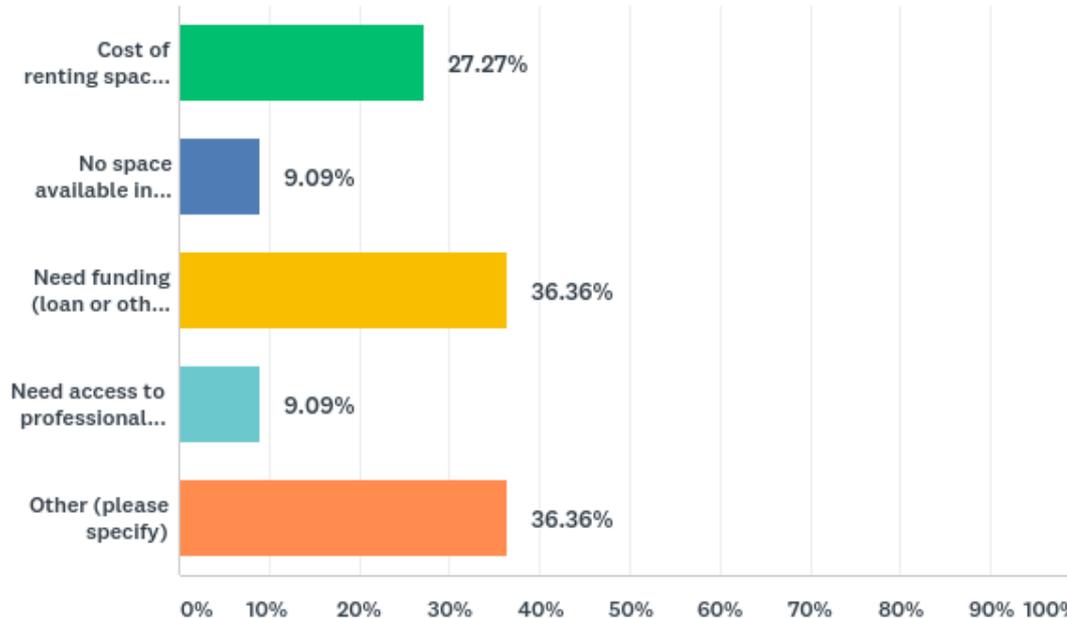


Q47: If you are a Home Based business, have you considered moving your business out of your home?

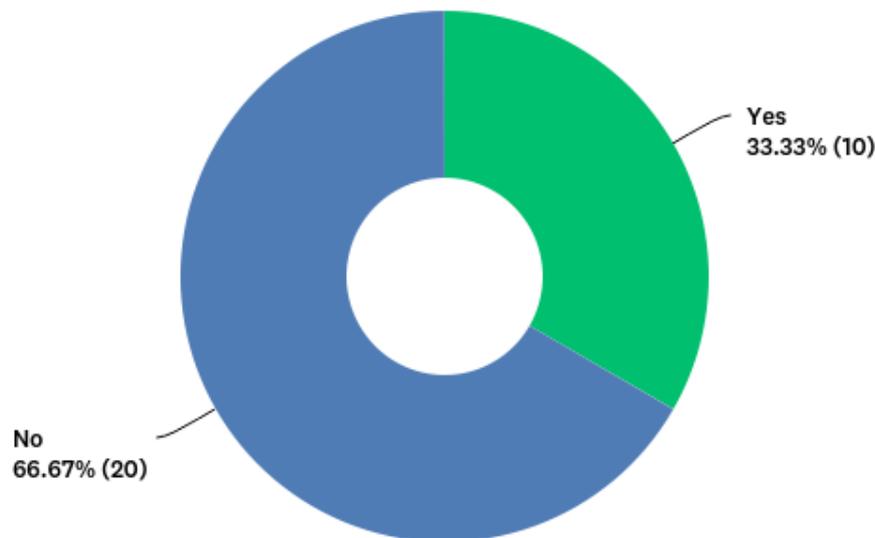


Q48:If no, why not? Check all that apply.

Answered: 11 Skipped: 54



Q49 Would you utilize a “shared work location” that provided a workspace, wireless access, printers, copiers and an independent mailing address?



Q54:What information would you like to see available on a Monroe Economic Development Website? Please rank them according to importance/relevance (1=least relevant, 5=most relevant)



Answered: 50 Skipped: 15

Rated Most Relevant:

- 28% Calendar of Events
- 22.92% Available Commercial Property
- 22.22% Demographic and Statistical Data
- 12.50% Planning & Permitting Statistics
- 12.24% News & Announcements

Rated 2nd Most Relevant:

- 34.69% News & Announcements
- 20.83% Planning & Permitting Statistics
- 18.37% Calendar of Events
- 14.58% Available Commercial Property
- 13.33% Demographic and Statistical Data

Rated Least Relevant:

- 28.57% News & Announcements
- 26.67% Demographic and Stats Data
- 18.75% Available Commercial Property
- 12.50% Planning & Permitting Statistics
- 12.24% Calendar of Events



806 West Main Street
Monroe, WA 98272-2198
(360) 794-7400 Fax: (360) 794-4007
www.monroewa.gov

MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight

FROM: Becky Hasart, Finance Director

DATE: February 25, 2020

RE: **January 2020 Finance Department Monthly Report**

Please find attached the January 2020 financial monthly report. Straight line trending would be eight point thirty three percent (8.33%). However, it is too early in the year to consider any budget trending. For example, water consumption tends to be higher in the summer months, so water funds would be lower in the winter. The bulk of property taxes are received twice a year in May and November. And there are many bills, such as the Association of Washington Cities dues and the Washington Cities Insurance Authority insurance premium, that are paid once per year at the beginning of the year.

Finance is currently in the year end close out period (period 13). To date, all funds are within budget. Again, final fund balances will not be available until after close out/annual report is complete. The annual report is due to the state no later than May 29, 2020. It is anticipated we will complete the annual report by April 2020.

Attached are the 2020 Sales Taxes, Real Estate Excise Taxes and Lodging Taxes reports. Unlike the monthly financial report, these three revenue reports are tracked on a weighted budgeted expectation. All three are ahead of weighted budgeted expectations for January.

The balance sheet reports will not be available until the annual report is complete. Again, this report is dependent on the completion of the 2019 year end close out.

Investment Report

The January 2020 investment report is attached for your convenience. Interest rates were slightly lower in January than was realized in December. These rates continue to be volatile based on national and world events (various new international tariffs, changes in international leadership, etc.).

The City had one investment mature during January for a par value of \$1,250,000 and yield to maturity of 0.971%. This money, along with other interest earnings realized throughout the year, was reinvested at a par value of \$2,000,000 and a maturity date of January 24, 2024. If held to maturity, this instrument will yield 1.453%. The interest rate improves the overall portfolio and supports the City's strategy of having a tiered maturity date schedule among all investments.

Passport Services

As of the end of December 2019, we had processed 1,123 passports, which is a 114.8% increase over 2018. For January 2020, we processed 130 passports, which is 10 more than the 120 from January 2019 and which is 11.57% of the 2019 overall total.

Donation Report

The January 2020 Donation report is attached for your convenience.

City of Monroe - January 2020 (8.33%)

General Fund Revenues	2020 Budget	Year-to-Date 01/31/2020	% of Budget	2019 Budget	Year-to-Date 01/31/2019	% of Budget
Property Tax	3,275,000	8,044	0.2%	3,201,628	6,971	0.2%
Sales Tax	5,932,554	490,858	8.3%	5,791,928	492,054	8.5%
Admissions Tax	95,000	22,619	23.8%	115,000	0	0.0%
Utility Tax	2,745,176	245,868	9.0%	3,236,541	280,327	8.7%
Leasehold & Gambling Taxes	43,900	9,824	22.4%	55,117	0	0.0%
Total Taxes	12,091,630	777,213	6.4%	12,400,214	779,353	6.3%
Licenses & Permits	520,850	67,688	13.0%	631,183	79,359	12.6%
Intergovernmental	522,856	52,558	10.1%	520,815	37,904	7.3%
Charges for Goods & Services	1,591,696	139,000	8.7%	1,572,010	114,981	7.3%
Fines & Penalties	213,400	16,439	7.7%	240,624	14,422	6.0%
Miscellaneous Revenues	81,147	5,828	7.2%	69,371	16,800	24.2%
Transfers In/Insurance Recovery	40,209	0	0.0%	0	0	0.0%
Total General Fund Revenues	15,061,788	1,058,725	7.0%	15,434,217	1,042,819	6.8%

City of Monroe - January 2020 (8.33%)

General Fund Expenditures	2020 Budget	Year-to-Date 01/31/2020	% of Budget	2019 Budget	Year-to-Date 01/31/2019	% of Budget
Executive	781,261	34,002	4.4%	794,655	82,410	10.4%
City Clerk/Public Records	194,469	20,672	10.6%	174,941	11,227	6.4%
Legal	738,000	0	0.0%	728,000	0	0.0%
Human Resources	275,245	15,763	5.7%	218,762	14,979	6.8%
Legislative	276,622	6,725	2.4%	276,757	6,058	2.2%
Finance	662,262	42,673	6.4%	567,917	40,589	7.1%
Community Development	1,677,732	108,870	6.5%	1,509,673	120,808	8.0%
Emergency Management	20,384	671	3.3%	26,870	791	2.9%
Police	8,083,382	700,824	8.7%	7,887,945	664,980	8.4%
Jail & Dispatch	698,184	0	0.0%	771,000	(205)	0.0%
Municipal Court	474,813	30,976	6.5%	414,783	31,853	7.7%
Parks & Recreation	1,722,741	135,932	7.9%	1,773,793	114,614	6.5%
City-Wide Expenditures	105,352	96,614	91.7%	1,773,793	114,614	6.5%
Interfund Transfers Out	620,450	0	0.0%	1,979,405	0	0.0%
Total General Fund Expenditures	16,330,897	1,193,721	7.3%	18,898,294	1,202,718	6.4%

City of Monroe - January 2020 (8.33%)

Other Funds' Revenues	2020 Budget	Year-to-Date 01/31/2020	% of Budget	2019 Budget	Year-to-Date 01/31/2019	% of Budget
Street Fund	1,099,747	86,184	7.8%	820,111	52,644	6.4%
Tourism Fund (Lodging Tax)	81,000	6,194	7.6%	80,750	5,426	6.7%
Real Estate Excise Tax Fund	953,270	180,116	18.9%	958,182	68,579	7.2%
Water Fund	6,744,771	469,145	7.0%	6,627,042	468,197	7.1%
Sewer Fund	7,789,008	677,790	8.7%	7,550,194	677,823	9.0%
Storm Drain Fund	2,179,993	162,161	7.4%	1,979,043	154,209	7.8%
Water CIP Fund	2,238,659	43,861	2.0%	2,613,882	60,434	2.3%
Sewer CIP Fund	2,463,322	62,209	2.5%	2,019,979	88,407	4.4%
Storm Drain CIP Fund	3,508,634	274	0.0%	532,665	574	0.1%

City of Monroe - January 2020 (8.33%)

Other Funds' Expenditures	2020 Budget	Year-to-Date 01/31/2020	% of Budget	2019 Budget	Year-to-Date 01/31/2019	% of Budget
Street Fund	1,112,189	87,058	7.8%	820,556	53,564	6.5%
Tourism Fund (Lodging Tax)	120,000	0	0.0%	106,426	0	0.0%
Parks CIP Fund	7,591,514	18,567	0.2%	940,166	9,120	1.0%
Street CIP Fund	5,644,428	30,228	0.5%	3,927,852	25,490	0.6%
Water Fund	6,759,365	444,398	6.6%	7,230,853	284,549	3.9%
Sewer Fund	8,371,989	629,524	7.5%	7,803,838	588,081	7.5%
Storm Drain Fund	2,216,373	150,967	6.8%	2,065,944	142,749	6.9%
Water CIP Fund	5,131,259	44,419	0.9%	5,377,369	25,278	0.5%
Sewer CIP Fund	860,862	38,764	4.5%	1,899,961	41,229	2.2%
Storm Drain CIP Fund	3,461,432	37,308	1.1%	887,314	26,809	3.0%
Information Technology I.S. Fund	817,544	151,136	18.5%	798,375	39,066	4.9%
Fleet & Equipment I.S. Fund	1,984,380	161,952	8.2%	1,645,228	27,698	1.7%
Facilities I.S. Fund	1,480,729	157,522	10.6%	1,475,240	19,453	1.3%

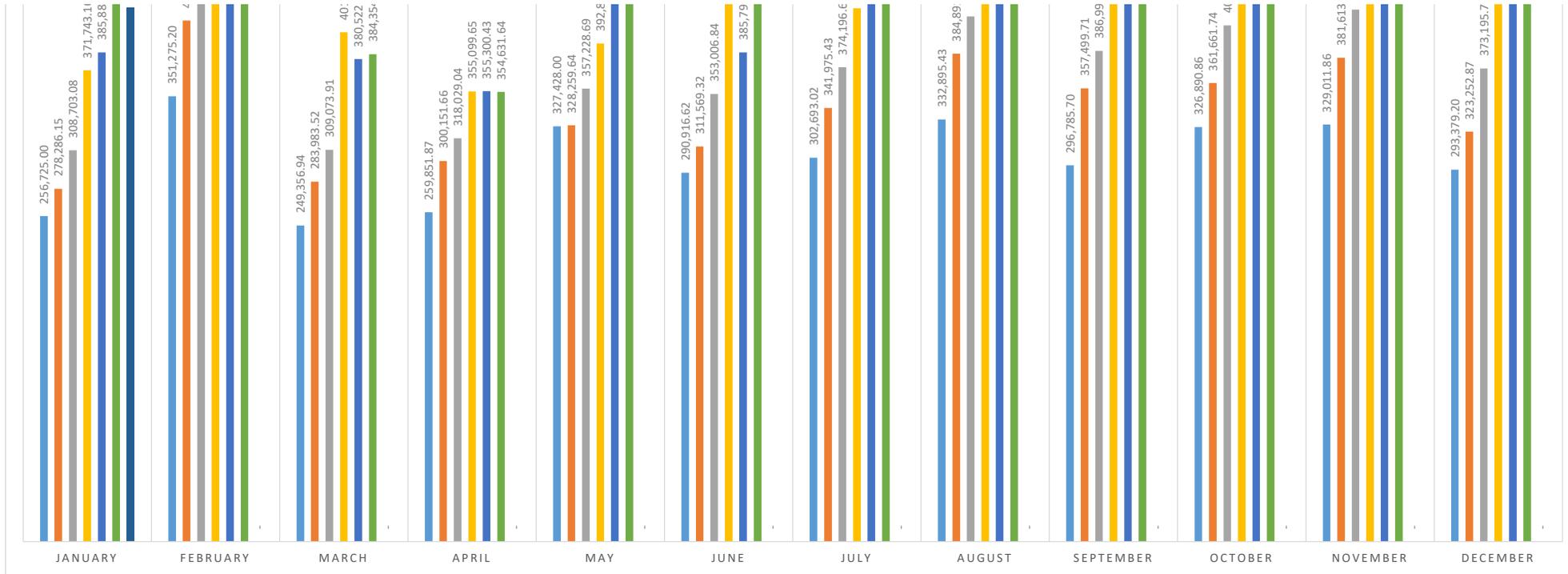
Sales Tax Analysis

Month	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	256,725.00	7.10%	278,286.15	6.85%	308,703.08	6.85%	371,743.10	7.14%	385,886.50	7.38%	424,395.97	7.74%	7.18%	366,855.82	421,461.32	54,605.50
Feb	351,275.20	9.71%	410,911.16	10.11%	482,650.11	10.72%	498,044.58	9.57%	505,774.30	9.68%	501,821.82	9.16%	9.82%	502,058.13		
March	249,356.94	6.89%	283,983.52	6.99%	309,073.91	6.86%	401,781.85	7.72%	380,522.24	7.28%	384,354.33	7.01%	7.13%	364,204.86		
April	259,851.87	7.18%	300,151.66	7.39%	318,029.04	7.06%	355,099.65	6.82%	355,300.43	6.80%	354,631.64	6.47%	6.95%	355,386.61		
May	327,428.00	9.05%	328,259.64	8.08%	357,228.69	7.93%	392,830.48	7.55%	449,189.37	8.59%	474,569.40	8.66%	8.31%	424,720.65		
June	290,916.62	8.04%	311,569.32	7.67%	353,006.84	7.84%	428,892.83	8.24%	385,791.14	7.38%	435,094.92	7.94%	7.85%	401,264.46		
July	302,693.02	8.37%	341,975.43	8.41%	374,196.61	8.31%	420,545.15	8.08%	444,537.93	8.50%	467,550.64	8.53%	8.37%	427,667.96		
Aug	332,895.43	9.20%	384,891.07	9.47%	414,128.70	9.20%	484,098.82	9.30%	496,991.90	9.51%	510,414.66	9.31%	9.33%	476,939.66		
Sept	296,785.70	8.20%	357,499.71	8.80%	386,998.79	8.59%	466,673.49	8.97%	447,792.77	8.57%	493,649.26	9.01%	8.69%	444,090.02		
Oct	326,890.86	9.04%	361,661.74	8.90%	407,033.37	9.04%	484,566.93	9.31%	470,234.09	9.00%	475,184.15	8.67%	8.99%	459,556.15		
Nov	329,011.86	9.10%	381,613.23	9.39%	419,599.29	9.32%	464,177.07	8.92%	446,100.51	8.53%	511,856.72	9.34%	9.10%	465,043.13		
Dec	293,379.20	8.11%	323,252.87	7.95%	373,195.70	8.29%	434,526.03	8.35%	459,165.71	8.78%	446,529.56	8.15%	8.27%	422,766.55		
Total	3,617,209.70	100.00%	4,064,055.50	100.00%	4,503,844.13	100.00%	5,202,979.98	100.00%	5,227,286.89	100.00%	5,480,053.07	100.00%	100.00%	5,110,554.00	421,461.32	54,605.50
% increase from prior year			12.35%		10.82%		15.52%		0.47%		4.84%			-2.23%		
														Total	% inc	
														2,963,020.00		
														2,999,246.00	1.22%	
	January	February	March	April	May	June	July	August	September	October	November	December		3,444,040.01	14.83%	
2014	256,725.00	351,275.20	249,356.94	259,851.87	327,428.00	290,916.62	302,693.02	332,895.43	296,785.70	326,890.86	329,011.86	293,379.20		3,617,209.70	5.03%	
2015	278,286.15	410,911.16	283,983.52	300,151.66	328,259.64	311,569.32	341,975.43	384,891.07	357,499.71	361,661.74	381,613.23	323,252.87		4,064,055.50	12.35%	
2016	308,703.08	482,650.11	309,073.91	318,029.04	357,228.69	353,006.84	374,196.61	414,128.70	386,998.79	407,033.37	419,599.29	373,195.70		4,503,844.13	10.82%	
2017	371,743.10	498,044.58	401,781.85	355,099.65	392,830.48	428,892.83	420,545.15	484,098.82	466,673.49	484,566.93	464,177.07	434,526.03		5,202,979.98	15.52%	
2018	385,886.50	505,774.30	380,522.24	355,300.43	449,189.37	385,791.14	444,537.93	496,991.90	447,792.77	470,234.09	446,100.51	459,165.71		5,227,286.89	0.47%	
2019	424,395.97	501,821.82	384,354.33	354,631.64	474,569.40	435,094.92	467,550.64	510,414.66	493,649.26	475,184.15	511,856.72	446,529.56		5,480,053.07	4.84%	
2020	421,461.32	-	-	-	-	-	-	-	-	-	-	-		421,461.32	-91.94%	

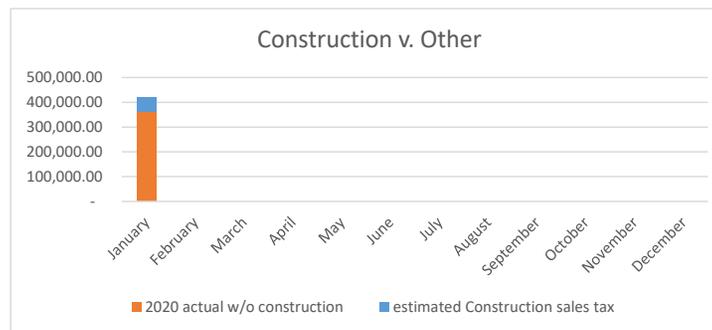
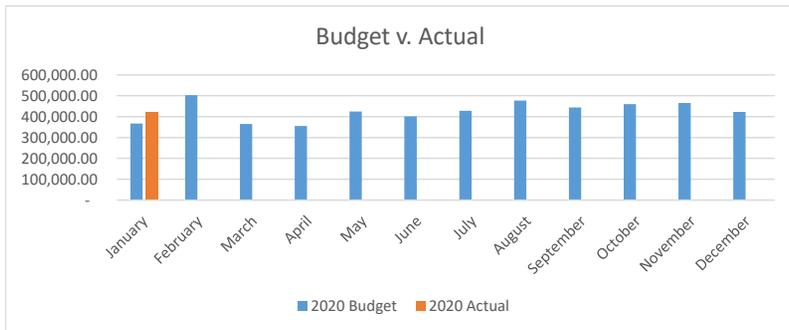
SALES TAX COLLECTION HISTORY

■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020



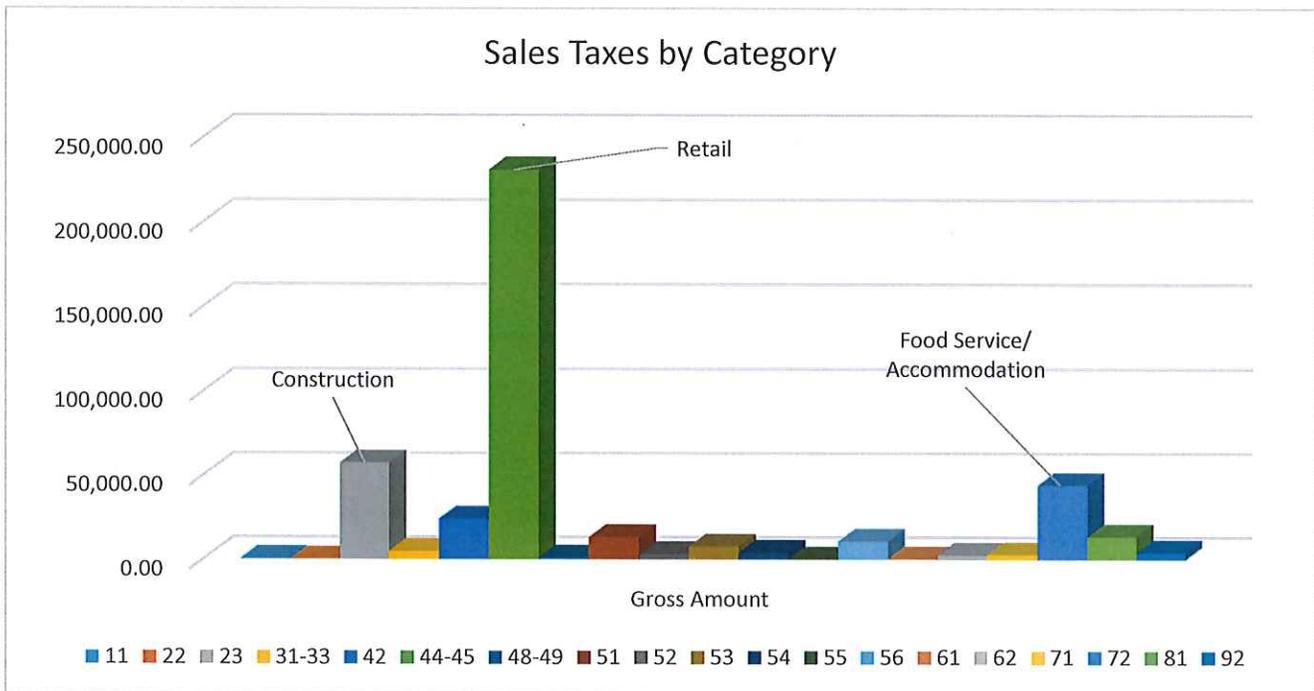


Ave Receipts % by month per history		2020 Budget	2020 Actual	Difference over/(under)	% over/(under) budget		estimated Construction sales tax	2020 actual w/o construction	Construction % of total
7.18%	January	366,855.82	421,461.32	54,605.50	14.88%	January	56,801.81	364,659.51	13.48%
9.82%	February	502,058.13	-	-	-100.00%	February	-	-	
7.13%	March	364,204.86	-	-	-100.00%	March	-	-	
6.95%	April	355,386.61	-	-	-100.00%	April	-	-	
8.31%	May	424,720.65	-	-	-100.00%	May	-	-	
7.85%	June	401,264.46	-	-	-100.00%	June	-	-	
8.37%	July	427,667.96	-	-	-100.00%	July	-	-	
9.33%	August	476,939.66	-	-	-100.00%	August	-	-	
8.69%	September	444,090.02	-	-	-100.00%	September	-	-	
8.99%	October	459,556.15	-	-	-100.00%	October	-	-	
9.10%	November	465,043.13	-	-	-100.00%	November	-	-	
8.27%	December	422,766.55	-	-	-100.00%	December	-	-	
100.00%		5,110,554.00	421,461.32	54,605.50	-91.75%		56,801.81	364,659.51	13.48%



January 2020 receipts

Title		Gross Amount	Net Amount
Ag/Forestry/Fishing & Hunting	11	356.28	352.72
Utilities	22	9.87	9.77
Construction	23	57,375.57	56,801.81
Manufacturing	31-33	4,808.71	4,760.62
Wholesale Trade	42	24,168.81	23,927.12
Retail Trade	44-45	231,128.45	228,817.16
Transportation & Warehousing	48-49	974.87	965.12
Information	51	13,190.15	13,058.25
Finance & Insurance	52	3,129.70	3,098.40
Real Estate & Rental & Leasing	53	7,629.70	7,553.40
Professional/Scientific/Tech Services	54	4,100.21	4,059.21
Management of Companies & Enterprises	55	19.24	19.05
Admin & Support & Waste Mngt & Remediation Services	56	10,789.10	10,681.21
Education Services	61	345.57	342.11
Health Care & Social Assistance	62	2,681.69	2,654.87
Arts/Entertainment/Recreation	71	2,944.16	2,914.72
Accommodation & Food Services	72	44,320.22	43,877.02
Other Services (except Public Admin)	81	13,581.74	13,445.92
Public Administration	92	4,164.47	4,122.83
Other	99		-
		<u>425,718.51</u>	<u>421,461.32</u>
		425,718.51	421,461.32



REET Analysis
1st Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.46	7.76%	32,673.37	4.90%	5.47%	24,622.91	88,281.32	63,658.41
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.23	5.59%	122,353.23	18.35%	43,910.15	6.58%	8.66%	38,965.64		
March	33,331.71	8.99%	27,984.26	5.94%	28,201.57	3.48%	39,581.35	5.94%	42,455.95	6.36%	6.14%	27,631.60		
April	14,944.94	4.03%	45,767.00	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	42,284.34		
May	15,970.80	4.31%	39,140.27	8.31%	47,761.22	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	29,879.87		
June	22,229.03	5.99%	31,866.50	6.76%	90,071.71	11.11%	70,719.64	10.61%	59,711.05	8.95%	8.68%	39,078.70		
July	40,083.53	10.81%	33,769.08	7.17%	41,491.34	5.12%	77,210.97	11.58%	64,056.57	9.60%	8.85%	39,843.09		
Aug	38,917.10	10.49%	41,137.61	8.73%	93,607.36	11.55%	38,035.59	5.71%	69,662.04	10.44%	9.38%	42,220.42		
Sept	34,705.67	9.36%	31,060.58	6.59%	56,729.19	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	35,847.90		
Oct	24,168.98	6.52%	63,552.99	13.49%	51,592.02	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	37,730.44		
Nov	51,464.54	13.87%	38,470.05	8.16%	65,304.63	8.06%	49,554.58	7.43%	65,429.32	9.80%	9.47%	42,597.34		
Dec	65,564.88	17.67%	44,004.54	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	49,297.75		
Total	370,953.76	100.00%	471,246.59	100.00%	810,695.65	100.00%	666,672.61	100.00%	667,316.90	100.00%	100.00%	450,000.00	88,281.32	63,658.41

% increase from prior year

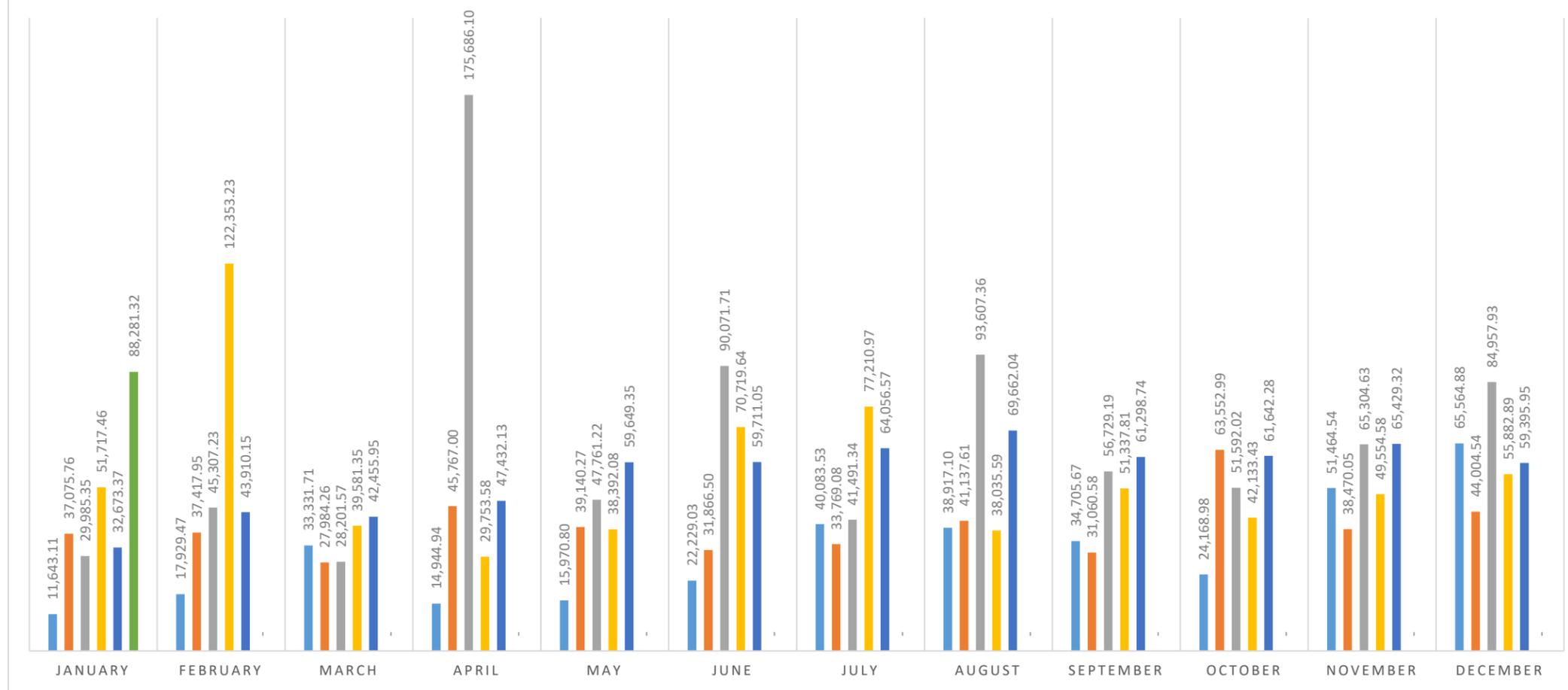
27.04%	72.03%	-17.77%	0.10%	-32.57%
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Total

	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	11,643.11	17,929.47	33,331.71	14,944.94	15,970.80	22,229.03	40,083.53	38,917.10	34,705.67	24,168.98	51,464.54	65,564.88	370,953.76
2016	37,075.76	37,417.95	27,984.26	45,767.00	39,140.27	31,866.50	33,769.08	41,137.61	31,060.58	63,552.99	38,470.05	44,004.54	471,246.59
2017	29,985.35	45,307.23	28,201.57	175,686.10	47,761.22	90,071.71	41,491.34	93,607.36	56,729.19	51,592.02	65,304.63	84,957.93	810,695.65
2018	51,717.46	122,353.23	39,581.35	29,753.58	38,392.08	70,719.64	77,210.97	38,035.59	51,337.81	42,133.43	49,554.58	55,882.89	666,672.61
2019	32,673.37	43,910.15	42,455.95	47,432.13	59,649.35	59,711.05	64,056.57	69,662.04	61,298.74	61,642.28	65,429.32	59,395.95	667,316.90
2020	88,281.32	-	-	-	-	-	-	-	-	-	-	-	88,281.32

1ST QTR REET COLLECTION

■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

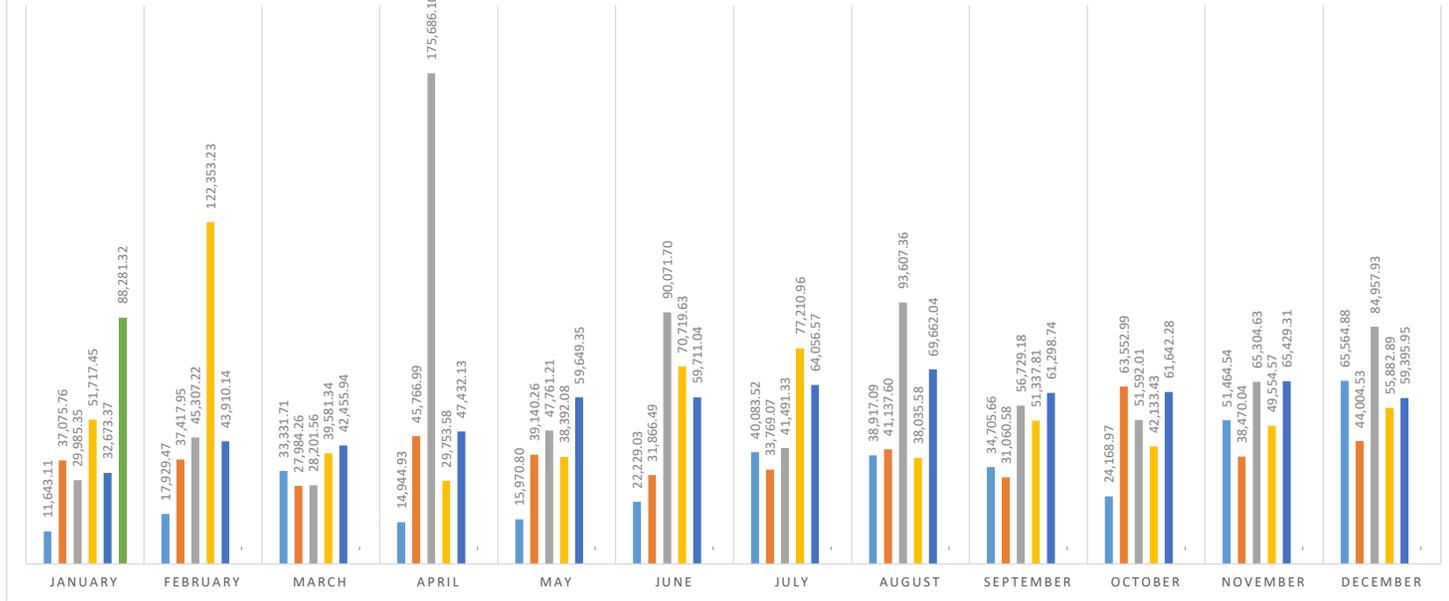


REET Analysis
2nd Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.45	7.76%	32,673.37	4.90%	5.47%	24,622.91	88,281.32	63,658.41
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.22	5.59%	122,353.23	18.35%	43,910.14	6.58%	8.66%	38,965.65		
March	33,331.71	8.99%	27,984.26	5.94%	28,201.56	3.48%	39,581.34	5.94%	42,455.94	6.36%	6.14%	27,631.60		
April	14,944.93	4.03%	45,766.99	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	42,284.34		
May	15,970.80	4.31%	39,140.26	8.31%	47,761.21	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	29,879.87		
June	22,229.03	5.99%	31,866.49	6.76%	90,071.70	11.11%	70,719.63	10.61%	59,711.04	8.95%	8.68%	39,078.69		
July	40,083.52	10.81%	33,769.07	7.17%	41,491.33	5.12%	77,210.96	11.58%	64,056.57	9.60%	8.85%	39,843.08		
Aug	38,917.09	10.49%	41,137.60	8.73%	93,607.36	11.55%	38,035.58	5.71%	69,662.04	10.44%	9.38%	42,220.42		
Sept	34,705.66	9.36%	31,060.58	6.59%	56,729.18	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	35,847.90		
Oct	24,168.97	6.52%	63,552.99	13.49%	51,592.01	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	37,730.44		
Nov	51,464.54	13.87%	38,470.04	8.16%	65,304.63	8.06%	49,554.57	7.43%	65,429.31	9.80%	9.47%	42,597.34		
Dec	65,564.88	17.67%	44,004.53	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	49,297.76		
Total	370,953.71	100.00%	471,246.52	100.00%	810,695.58	100.00%	666,672.55	100.00%	667,316.86	100.00%	100.00%	450,000.00	88,281.32	63,658.41
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-32.57%		
														Total
	January	February	March	April	May	June	July	August	September	October	November	December		
2015	11,643.11	17,929.47	33,331.71	14,944.93	15,970.80	22,229.03	40,083.52	38,917.09	34,705.66	24,168.97	51,464.54	65,564.88		370,953.71
2016	37,075.76	37,417.95	27,984.26	45,766.99	39,140.26	31,866.49	33,769.07	41,137.60	31,060.58	63,552.99	38,470.04	44,004.53		471,246.52
2017	29,985.35	45,307.22	28,201.56	175,686.10	47,761.21	90,071.70	41,491.33	93,607.36	56,729.18	51,592.01	65,304.63	84,957.93		810,695.58
2018	51,717.45	122,353.23	39,581.34	29,753.58	38,392.08	70,719.63	77,210.96	38,035.58	51,337.81	42,133.43	49,554.57	55,882.89		666,672.55
2019	32,673.37	43,910.14	42,455.94	47,432.13	59,649.35	59,711.04	64,056.57	69,662.04	61,298.74	61,642.28	65,429.31	59,395.95		667,316.86
2020	88,281.32	-	-	-	-	-	-	-	-	-	-	-		88,281.32

2ND QTR REET COLLECTION

■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

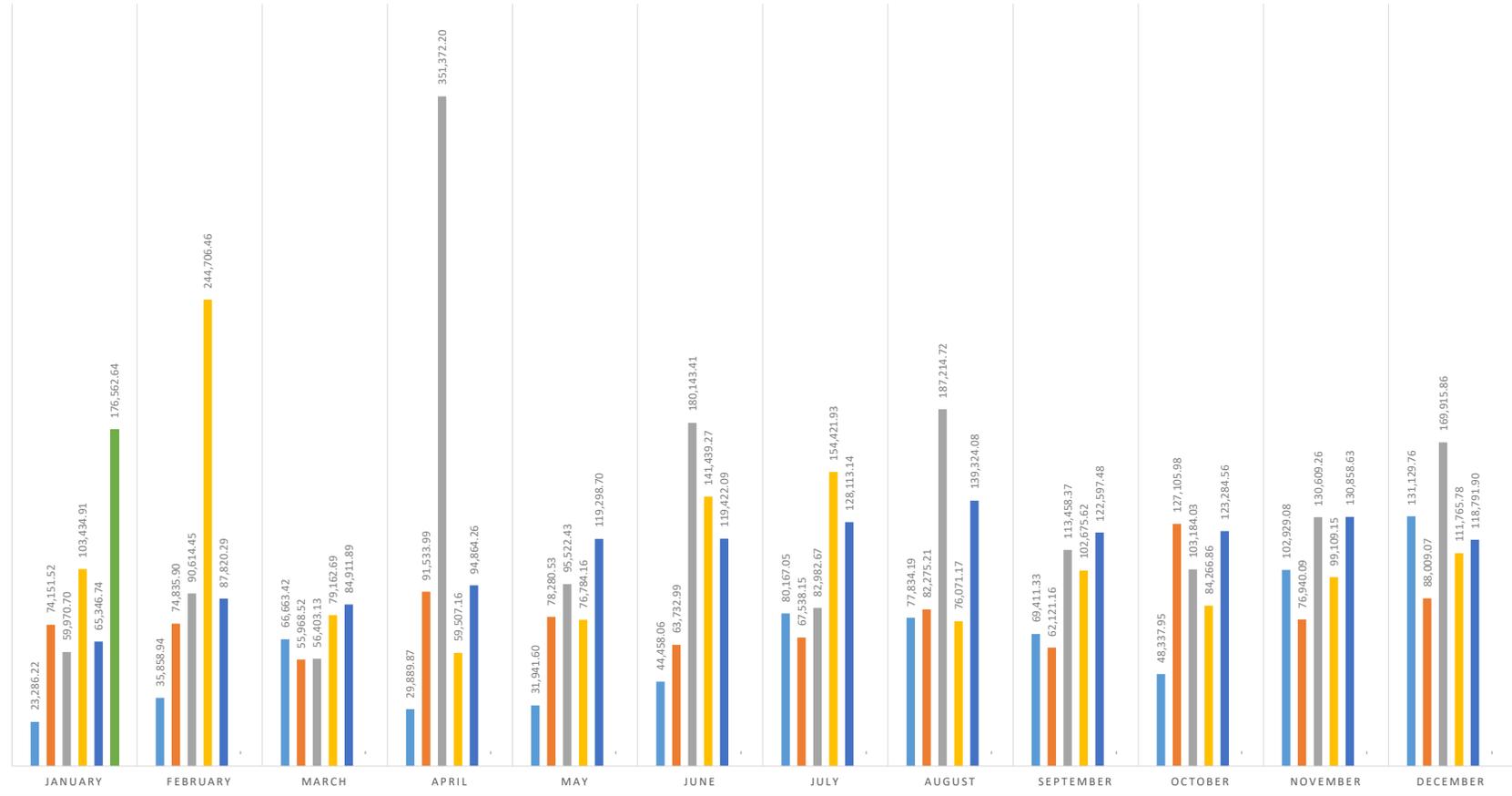


REET Analysis
Both quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	23,286.22	3.14%	74,151.52	7.87%	59,970.70	3.70%	103,434.91	7.76%	65,346.74	4.90%	5.47%	49,245.82	176,562.64	127,316.82
Feb	35,858.94	4.83%	74,835.90	7.94%	90,614.45	5.59%	244,706.46	18.35%	87,820.29	6.58%	8.66%	77,931.29	-	-
March	66,663.42	8.99%	55,968.52	5.94%	56,403.13	3.48%	79,162.69	5.94%	84,911.89	6.36%	6.14%	55,263.20	-	-
April	29,889.87	4.03%	91,533.99	9.71%	351,372.20	21.67%	59,507.16	4.46%	94,864.26	7.11%	9.40%	84,568.68	-	-
May	31,941.60	4.31%	78,280.53	8.31%	95,522.43	5.89%	76,784.16	5.76%	119,298.70	8.94%	6.64%	59,759.74	-	-
June	44,458.06	5.99%	63,732.99	6.76%	180,143.41	11.11%	141,439.27	10.61%	119,422.09	8.95%	8.68%	78,157.39	-	-
July	80,167.05	10.81%	67,538.15	7.17%	82,982.67	5.12%	154,421.93	11.58%	128,113.14	9.60%	8.85%	79,686.17	-	-
Aug	77,834.19	10.49%	82,275.21	8.73%	187,214.72	11.55%	76,071.17	5.71%	139,324.08	10.44%	9.38%	84,440.84	-	-
Sept	69,411.33	9.36%	62,121.16	6.59%	113,458.37	7.00%	102,675.62	7.70%	122,597.48	9.19%	7.97%	71,695.79	-	-
Oct	48,337.95	6.52%	127,105.98	13.49%	103,184.03	6.36%	84,266.86	6.32%	123,284.56	9.24%	8.38%	75,460.89	-	-
Nov	102,929.08	13.87%	76,940.09	8.16%	130,609.26	8.06%	99,109.15	7.43%	130,858.63	9.80%	9.47%	85,194.68	-	-
Dec	131,129.76	17.67%	88,009.07	9.34%	169,915.86	10.48%	111,765.78	8.38%	118,791.90	8.90%	10.96%	98,595.51	-	-
Total	741,907.47	100.00%	942,493.11	100.00%	1,621,391.23	100.00%	1,333,345.16	100.00%	1,334,633.76	100.00%	100.00%	900,000.00	176,562.64	127,316.82
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-32.57%		
Total														
	January	February	March	April	May	June	July	August	September	October	November	December		
2015	23,286.22	35,858.94	66,663.42	29,889.87	31,941.60	44,458.06	80,167.05	77,834.19	69,411.33	48,337.95	102,929.08	131,129.76		741,907.47
2016	74,151.52	74,835.90	55,968.52	91,533.99	78,280.53	63,732.99	67,538.15	82,275.21	62,121.16	127,105.98	76,940.09	88,009.07		942,493.11
2017	59,970.70	90,614.45	56,403.13	351,372.20	95,522.43	180,143.41	82,982.67	187,214.72	113,458.37	103,184.03	130,609.26	169,915.86		1,621,391.23
2018	103,434.91	244,706.46	79,162.69	59,507.16	76,784.16	141,439.27	154,421.93	76,071.17	102,675.62	84,266.86	99,109.15	111,765.78		1,333,345.16
2019	65,346.74	87,820.29	84,911.89	94,864.26	119,298.70	119,422.09	128,113.14	139,324.08	122,597.48	123,284.56	130,858.63	118,791.90		1,334,633.76
2020	176,562.64	-	-	-	-	-	-	-	-	-	-	-		176,562.64

TOTAL REET COLLECTION

■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

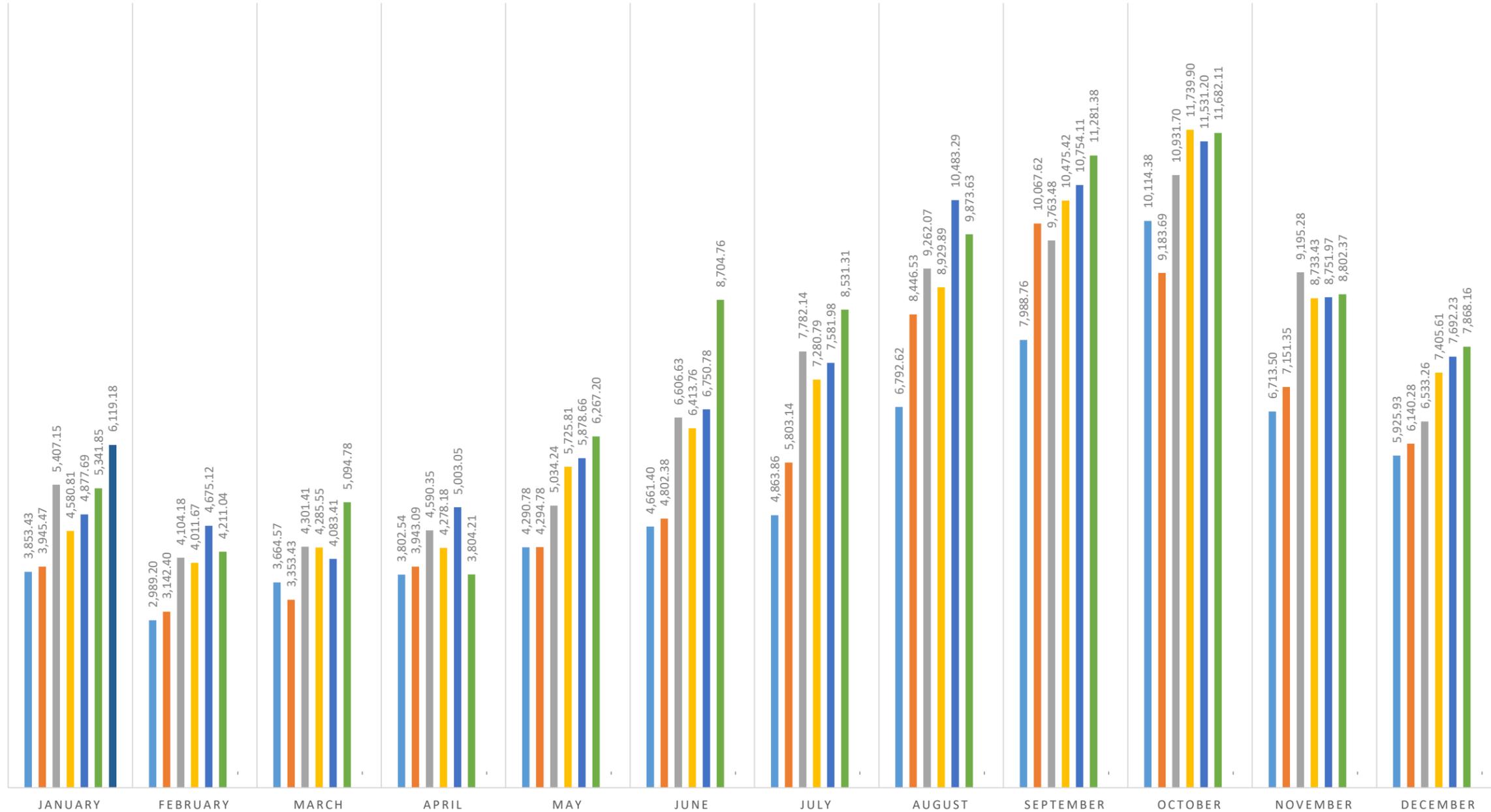


Lodging Tax Analysis

Month	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference
Jan	3,853.43	5.87%	3,945.47	5.61%	5,407.15	6.47%	4,580.81	5.46%	4,877.69	5.54%	5,341.85	5.84%	5.80%	4,639.93	6,119.18	1,479.25
Feb	2,989.20	4.55%	3,142.40	4.47%	4,104.18	4.91%	4,011.67	4.78%	4,675.12	5.31%	4,211.04	4.60%	4.77%	3,818.03		
March	3,664.57	5.58%	3,353.43	4.77%	4,301.41	5.15%	4,285.55	5.11%	4,083.41	4.64%	5,094.78	5.57%	5.14%	4,109.49		
April	3,802.54	5.79%	3,943.09	5.61%	4,590.35	5.50%	4,278.18	5.10%	5,003.05	5.68%	3,804.21	4.16%	5.31%	4,245.44		
May	4,290.78	6.53%	4,294.78	6.11%	5,034.24	6.03%	5,725.81	6.83%	5,878.66	6.68%	6,267.20	6.85%	6.50%	5,203.97		
June	4,661.40	7.10%	4,802.38	6.83%	6,606.63	7.91%	6,413.76	7.65%	6,750.78	7.67%	8,704.76	9.52%	7.78%	6,223.35		
July	4,863.86	7.41%	5,803.14	8.26%	7,782.14	9.32%	7,280.79	8.68%	7,581.98	8.61%	8,531.31	9.33%	8.60%	6,880.44		
Aug	6,792.62	10.34%	8,446.53	12.02%	9,262.07	11.09%	8,929.89	10.65%	10,483.29	11.90%	9,873.63	10.80%	11.13%	8,907.07		
Sept	7,988.76	12.17%	10,067.62	14.33%	9,763.48	11.69%	10,475.42	12.49%	10,754.11	12.21%	11,281.38	12.33%	12.54%	10,029.55		
Oct	10,114.38	15.40%	9,183.69	13.07%	10,931.70	13.09%	11,739.90	14.00%	11,531.20	13.09%	11,682.11	12.77%	13.57%	10,857.11		
Nov	6,713.50	10.22%	7,151.35	10.18%	9,195.28	11.01%	8,733.43	10.41%	8,751.97	9.94%	8,802.37	9.62%	10.23%	8,185.07		
Dec	5,925.93	9.03%	6,140.28	8.74%	6,533.26	7.82%	7,405.61	8.83%	7,692.23	8.73%	7,868.16	8.60%	8.63%	6,900.54		
Total	65,660.97	100.00%	70,274.16	100.00%	83,511.89	100.00%	83,860.82	100.00%	88,063.49	100.00%	91,462.80	100.00%	100.00%	80,000.00	6,119.18	1,479.25
% increase from prior year			7.03%		18.84%		0.42%		5.01%		3.86%			-12.53%		
														Total		
	January	February	March	April	May	June	July	August	September	October	November	December				
2014	3,853.43	2,989.20	3,664.57	3,802.54	4,290.78	4,661.40	4,863.86	6,792.62	7,988.76	10,114.38	6,713.50	5,925.93	65,660.97			
2015	3,945.47	3,142.40	3,353.43	3,943.09	4,294.78	4,802.38	5,803.14	8,446.53	10,067.62	9,183.69	7,151.35	6,140.28	70,274.16			
2016	5,407.15	4,104.18	4,301.41	4,590.35	5,034.24	6,606.63	7,782.14	9,262.07	9,763.48	10,931.70	9,195.28	6,533.26	83,511.89			
2017	4,580.81	4,011.67	4,285.55	4,278.18	5,725.81	6,413.76	7,280.79	8,929.89	10,475.42	11,739.90	8,733.43	7,405.61	83,860.82			
2018	4,877.69	4,675.12	4,083.41	5,003.05	5,878.66	6,750.78	7,581.98	10,483.29	10,754.11	11,531.20	8,751.97	7,692.23	88,063.49			
2019	5,341.85	4,211.04	5,094.78	3,804.21	6,267.20	8,704.76	8,531.31	9,873.63	11,281.38	11,682.11	8,802.37	7,868.16	91,462.80			
2020	6,119.18	-	-	-	-	-	-	-	-	-	-	-	6,119.18			

LODGING TAX COLLECTION HISTORY

■ 2014
 ■ 2015
 ■ 2016
 ■ 2017
 ■ 2018
 ■ 2019
 ■ 2020



January 31, 2020 Investment Report

Short Term Investments:

LGIP \$ 8,108,210.26
Opus Bank \$ 5,928,004.24

subtotal short-term \$ 14,036,214.50

Long Term Investments:

US Bank safekeeping \$ 27,903,585.17

Total Investments **\$ 41,939,799.67**

Interest reinvested thru 01/2020 \$ 20,852.88
Interest received thru 01/2020 \$ 17,005.00

Total interest earned 2019 to date **\$ 37,857.88**

Short-term investments offer same day liquidity without penalty. The LGIP (Local Government Investment Pool) is managed by the State Treasurer's office. Interest rate earnings fluctuate each month depending on the pool's performance. January's net interest rate was 1.7230%, a decrease of 0.0507% from December's rate of 1.7737%.

The Opus Bank account is a public interest checking account that charges no fees. The interest rate is tied to the LGIP as a benchmark, with a one month lag. January's annual percentage yield was 1.81%.

Long-term investments are invested into various allowable governmental securities such as Federal Home Loan Bank securities, Federal National Mortgage Assn securities, etc. Maturity dates range from Jan. 2020 through June 2024 and interest rates range from 0.917% to 2.78%. Unlike the LGIP and Opus Bank investments, interest is not reinvested as earned, but realized as investment cash revenues to support our operations.

The City had one investment mature during January for a par value of \$1,250,000 and yield to maturity of 0.971%. This money, along with other interest earnings realized throughout the year was reinvested with a new instrument at a par value of \$2,000,000 and a yield date of January 24, 2024. If held until maturity, this instrument will yield 1.453%. The interest rate improves the overall portfolio and supports the City's strategy of having a tiered maturity date schedule among all investments.



**City of Monroe
Residential Service Breakdown**



City of Monroe
Residential Waste Stream Information



**City of Monroe
Commercial Waste Stream Information**



**City of Monroe
Multi Family Waste Stream Information**



City of Monroe
Multifamily Customer Information

Jan-20	
Multifamily Customer Count	
Total Garbage	43
Total Recycling	84
Roll Off Customer Count	
Total Garbage	1
Total Recycling	-

Feb-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Mar-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Jul-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Aug-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Sep-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Apr-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

May-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Jun-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Oct-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Nov-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	

Dec-20	
Multifamily Customer Count	
Total Garbage	
Total Recycling	
Roll Off Customer Count	
Total Garbage	
Total Recycling	



**City of Monroe
Tonnage Information**

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total
Residential Tonnage													
MSW Tonnage	290.92												290.92
Recycle Tonnage	136.28												136.28
Yardwaste Tonnage	65.15												65.15
Total Residential Tonnage	492.35	-	-	-	-	-	-	-	-	-	-	-	492.35
Commercial Tonnage													
MSW Tonnage	468.84												468.84
Recycle Tonnage	33.24												33.24
Yardwaste Tonnage	0.48												0.48
Total Commercial Tonnage	502.56	-	-	-	-	-	-	-	-	-	-	-	502.56
Multi Family Tonnage													
MSW Tonnage	30.54												30.54
Recycle Tonnage	4.15												4.15
Yardwaste Tonnage	1.00												1.00
Total Multi Family	35.69	-	-	-	-	-	-	-	-	-	-	-	35.69
Total Resi/Comm/MF Tonnage	1,030.60	-	-	-	-	-	-	-	-	-	-	-	1,030.60
Rolloff Commercial/MF Tonnage													
MSW Tonnage	174.91												174.91
Recycle Tonnage	28.05												28.05
Yardwaste Tonnage	14.33												14.33
Total Rolloff Tonnage	217.29	-	-	-	-	-	-	-	-	-	-	-	217.29
Grand Total Tonnage	1,247.89	-	-	-	-	-	-	-	-	-	-	-	1,247.89

Diversion Rates

Residential Recycle/Yardwaste

Garbage	59.09%	59.09%
Recycle/Yardwaste	40.91%	40.91%

Commercial Diversion Rate

Garbage	93.29%	93.29%
Recycle/Yardwaste	6.71%	6.71%

Multi Family Diversion Rate

**City of Monroe
Tonnage Information**

Garbage 85.57%
Recycle/Yardwaste 14.43%

85.57%
14.43%



**City of Monroe
Bulky Waste**

Date	Material Collected	Recycle or Garbage	Customer Account	Customer Charges
January	No bulky waste			
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
			TOTAL	\$0.00



**City of Monroe
Reportable Accidents/Infractions**

Date	Explanation	Citation Issued
January	No accidents/ Infractions	
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		



Human Resources

February 2020 Update

Current open positions

- Parks Maintenance Worker II: Conditional offer made
- Public Works Maintenance Worker II: Conditional offer made
- Code Enforcement: 2nd round of interviews to be scheduled
- Management Analyst: 2nd round of interviews to be scheduled
- WWTP Operator: 2nd round of interviews completed
- Fleet Maintenance Specialist III: 2nd round of interviews scheduled
- Police Officer: Conducting interviews
- HR Analyst: Interviews scheduled
- Surface Water Program Analyst: Interviews scheduled
- Building Inspector: Accepting applications



MONROE THIS WEEK

February 21, 2020 • Vol 6/Edition 7



Thank you for reading Monroe This Week. Please contact me with any and all feedback regarding the articles below. I can be reached at gthomas@monroewa.gov.

Yours in Service,

A handwritten signature in black ink that reads "G. Thomas".

Mayor Geoffrey Thomas



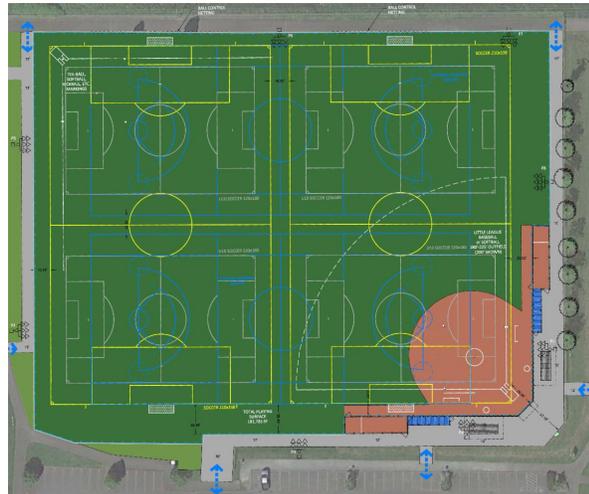
HPAC UPDATE

On Tuesday, February 18th, City Administrator Deborah Knight presented the HPAC recommendations to the City Council in front of an audience of about 25 people. Councilmembers thanked the HPAC members, many of whom were also in attendance, for their well thought-out recommendations.

Councilmembers provided direction to me and city staff on next steps, including to prioritize data collection to better identify needs. The HPAC recommendations will be brought back to the city council for consideration to adopt at their meeting on Tuesday, February 25, 2020. The recommendations will then be taken to the City Council's Public Safety Committee to develop more detailed tasks that city staff, elected officials, and other partners will then implement. To listen to the council meeting from February 18 and view the powerpoint presentation, [click here](#).

MONROE PARK BOND MEASURE

During 2019, the City assisted the East County Parks and Recreation District with a bond/excess levy request to help fund capital parks projects located within the District. Because the City is part of this District, the excess levy request included City of Monroe priority capital parks projects.



The Washington State constitution requires that excess tax levies (bond request) used to pay for capital projects must pass by a minimum of 60% (sixty percent). The November 2019 bond measure only passed by 56.79% district-wide, thus failed to meet the 60% threshold. However, within the City of Monroe precincts, the bond measure passed by 61.90%.

Upon consideration of the strong support for the measure within Monroe, our Monroe City Council passed an ordinance on February 11, 2020, providing for the submission of a bond measure to fund Monroe's priority parks capital projects to City voters at a special election on April 28, 2020. If passed by voters, the proposition would authorize the City to issue general obligation bonds financing park and recreation acquisitions and improvements as described in the following link below, with a bond principal amount, not to exceed \$8,155,000.

[Monroe City Council Agenda Bill No. 20-027 2020 Park Capital Bond Election Ordinance](#). Please check the city web page for updates and information on the park bond measure.

SAFELY DISPOSE OF UNWANTED & EXPIRED MEDICATIONS

The Monroe Police Department is now accepting expired and unwanted medicines. Med-Project has placed a receptacle in the department's lobby located at 818 W Main Street City of Monroe, WA. Lobby hours are Monday–Friday 8:00am–

5:00pm (except for Holidays).

ACCEPTED - Medications in any dosage form in their original container sealed in a bag. (It is recommended you used a sharpie to mark out identifying information)

NOT ACCEPTED - Herbal remedies, vitamins, supplements, cosmetics, other personal care products, compressed cylinders, aerosols, inhalers, medical devices, pet pesticide products, **sharps, illicit drugs, iodine-containing medications.

For more information go [here](#). ***Please note the department also has a sharps disposal bin available for sharps that are contained within an appropriate sharps container.*



AHMADIYYA MUSLIM COMMUNITY VOLUNTEER DAY

On Saturday, February 15th, 20+ members of the Ahmadiyya Muslim Community took part in two community service projects. They were able to spread 60 yards of woodchips at two city parks – Wales Street Park and Hill Crest Park. Thank you for being part of our Monroe community and the awesome work you did in our parks!

For more information about volunteer community service opportunities with the City of Monroe, please [email Katie Darrow](#).



UPCOMING COUNCIL MEETING

The next City Council Regular Business Meeting is Tuesday, February 25, 2020 at 7pm in the City Hall Council Chambers.

[Council Agendas/Minutes](#)

UPCOMING EVENT

2/22

East County Trojan Open House;
10:00am-12:00pm;
EvCC's East County Campus

YEAR-TO-DATE COMPARISONS

Curious about some of the City's major revenue streams? Don't have time to read through the entire budget? **Here** are a few of the City's revenue year-to-date numbers along with their prior year comparisons. If you would like further information, contact the Finance Department at 360-794-7400 and reference Monroe This Week.

CITY COUNCIL MEMBERS



Councilmember
Kevin Hanford



Councilmember
Patsy Cudaback



Councilmember
Jeff Rasmussen



Councilmember
Heather Rousey



Councilmember
Ed Davis



Councilmember
Jason Gamble



Councilmember
Kirk Scarboro

Have a question for your Councilmembers?
Contact them at councilmembers@monroewa.gov

