



REVISED AGENDA V.2

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, August 15, 2016
5:30 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Tour Future Light Rail Station locations

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, August 15, 2016
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Adoption of Ord. No. 753 – Budget Amendment to Authorize Staffing in the Sound Transit Agreement	<u>7a-1</u>	
(b) Authorize the City Manager to Obligate \$119,514 of the Federal Highway Safety Improvement Program Funds for Radar Speed Street Signs Project	<u>7b-1</u>	
(c) Authorize the City Manager to Obligate \$358,929 of the Federal Highway Safety Improvement Program Funds for the Meridian Avenue & 155 th Street Intersection Improvement Project	<u>7c-1</u>	
8. ACTION ITEMS		
(a) Public Hearing and Approval of Human Service Block Grant Allocations	<u>8a-1</u>	7:20

Public hearings are held to receive public comment on important matters before the Council. Persons wishing to speak should sign in on the form provided. After being recognized by the Mayor, speakers should approach the lectern and provide their name and city of residence. Individuals may speak for three minutes. Public hearings should commence at approximately 7:20 p.m.

9. ADJOURNMENT

The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adoption of Ordinance No. 753 - Budget Amendment for 2016 to Include Additional Personnel Authorized in Sound Transit Staffing Agreement for the Public Works Department
DEPARTMENT:	Administrative Services
PRESENTED BY:	Rick Kirkwood, Budget Supervisor
ACTION:	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On August 1, staff presented proposed Ordinance No. 753 (Attachment A) to Council to amend the 2016 budget by increasing appropriations and the number of full-time equivalent (FTE) positions. Tonight's action would adopt proposed Ordinance No. 753.

Sound Transit and City staff have negotiated an Expedited Permitting and Reimbursement Agreement (Staffing Agreement) where Sound Transit will reimburse the City for the staffing and permit cost required for the expedited review and permitting for an estimated amount of \$2,000,000, which was approved by Council on July 25, 2016.

At this time staff is requesting, through Proposed Ordinance No. 753, that the 2016 budget be amended by:

- Increasing the number of approved FTEs for the Public Works Department by two (1.0 FTE Engineer II – Development Review and 1.00 FTE Administrative Assistant II);
- Recognizing \$398,717 in revenue from Sound Transit for costs that will be incurred in 2016;
- Reducing the budgeted use of General Fund fund balance by \$190,364; and
- Adjusting expenditure appropriations by \$168,675.

RESOURCE/FINANCIAL IMPACT:

Proposed Ordinance No. 753 has the net effect of increasing 2016 General Fund appropriations for various operating programs by \$168,675, as follows:

- ASD / Information Technology: \$5,936
- Planning & Community Development / City Planning: -\$7,338
- Public Works / Transportation Planning: \$35,472
- Public Works / Engineering: \$134,605

Proposed Ordinance No. 753 also has the effect of increasing General Fund revenues by \$398,717, and reducing the budgeted use of General Fund fund balance by \$190,364 for a net effect of increasing General Fund resources of \$208,353.

RECOMMENDATION

Staff recommends that Council adopt proposed Ordinance No. 753, amending the 2016 budget and increasing the number of approved full-time equivalent (FTE) positions.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

On August 1, staff presented proposed Ordinance No. 753 (Attachment A) to Council to amend the 2016 budget by increasing appropriations and the number of full-time equivalent (FTE) positions. The staff report for the August 1 discussion can be found at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport080116-9a.pdf>.

Sound Transit began final design of the Lynnwood Link Extension (LLE) project in April. In an effort to streamline the project, Sound Transit sought an over the shoulder and milestone review of the Final Design submittals, as well as an expedited permitting process. In April, staff presented to Council the need for additional staffing to meet the turn-around times requested by Sound Transit because the City could not engage in such a process with its current level of staffing.

Given the lead time needed to recruit and hire staff, Council approved Ordinance No. 744, which increased the number of approved full-time equivalent (FTE) positions for the Planning and Community Development Department by one (1.00 FTE - Senior Planner) and the Public Works Department by one (1.00 FTE - Engineer II), recognizing that a negotiated agreement with Sound Transit will come at a later date (staff report available here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport042516-7d.pdf>).

Sound Transit and City staff have negotiated an Expedited Permitting and Reimbursement Agreement (Staffing Agreement) where Sound Transit will reimburse the City for the staffing and permit cost required for the expedited review and permitting for an estimated amount of \$2,000,000. The Staffing Agreement was approved by Council on July 25, 2016 (staff report available here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport072516-7e.pdf>).

DISCUSSION

At this time staff is requesting, through Proposed Ordinance No. 753, that the 2016 budget be amended by increasing the number of approved FTEs for the Public Works Department by two (1.0 FTE Engineer II – Development Review and 1.00 FTE Administrative Assistant II) and adjusting expenditure appropriations by \$245,459, as follows:

- Authorization to fill and increases appropriations to pay for two FTEs for the Public Works Department (1.00 FTE Engineer II – Development Review and 1.00 FTE Administrative Assistant II) totaling \$67,147, as well as and operating budget support totaling \$4,736 for a total of \$71,883;
- Increase appropriations to pay for start-up costs (i.e., computer, phone, cell phone, etc.) totaling \$5,936; and

- Increase appropriations for professional services to provide consulting support for the Planning & Community Development Department (\$28,600) and Public Works Department (\$139,040) for a total of \$167,640.

Proposed Ordinance No. 753 also recognizes \$398,717 in revenue from Sound Transit for costs that will be incurred in 2016, comprised of the two positions added through this amendment; the two positions added through Ordinance No. 744 adopted in April; existing staff that has been and/or will be working on the project; consultant costs; and, support costs.

The positions added through proposed Ordinance No. 744 are anticipated to be vacant from April 25 through July 31. Recognizing the revenue for the time the two positions are anticipated to be filled and support costs (\$53,080 for the 1.00 FTE Senior Planner; \$59,166 for the 1.00 FTE Engineer II; and \$1,334 for support costs) and reducing appropriations for the time the positions were vacant (\$35,938 in Planning and Community Development for the 1.00 FTE Senior Planner and \$40,846 in Public Works for the 1.00 FTE Engineer II) affords the opportunity to reduce the budgeted use of General Fund fund balance by \$190,364.

Expenditures:

Proposed Ordinance No. 753 has the net effect of increasing 2016 General Fund expenditure appropriations for various operating programs by \$168,675, as follows:

- ASD / Information Technology: \$5,936
- Planning & Community Development / City Planning: -\$7,338
- Public Works / Transportation Planning: \$35,472
- Public Works / Engineering: \$134,605

Resources:

Proposed Ordinance No. 753 has the effect of increasing General Fund revenues by \$398,717, as the staffing agreement provides for a mechanism for Sound Transit to reimburse the City for costs incurred related to the project, and reducing the budgeted use of General Fund fund balance by \$190,364. The net effect is an increase in General Fund resources of \$208,353.

Impact on the General Fund’s Fund Balance:

Ordinance No. 744 proposed using \$211,558 of fund balance for the Engineer II (1.00 FTE) and Senior Planner (1.00 FTE) that were added with a projected start date of April 25, 2016. Proposed Ordinance No. 753 reduces the budgeted use of fund balance by \$190,364 as the revenue received from Sound Transit will reimburse the City for personnel and support costs incurred related to these positions from the time they are anticipated to be filled (August 1) and the expenditure appropriations for the time the positions are vacant will not be needed.

RESOURCE/FINANCIAL IMPACT

Proposed Ordinance No. 753 has the net effect of increasing 2016 General Fund expenditure appropriations for various operating programs by \$168,675, as follows:

- ASD / Information Technology: \$5,936

- Planning & Community Development / City Planning: -\$7,338
- Public Works / Transportation Planning: \$35,472
- Public Works / Engineering: \$134,605

Proposed Ordinance No. 753 also has the effect of increasing General Fund revenues by \$398,717, and reducing the budgeted use of General Fund fund balance by \$190,364 for a net effect of increasing General Fund resources of \$208,353.

The following table summarizes the impact of this budget amendment and the resulting 2016 appropriation for the General Fund.

Fund	2016 Current Budget (A)	Budget Amendment (B)	Amended 2016 Budget (C) (A + B)
General Fund	\$44,441,147	\$168,675	\$44,609,822
All Other Funds	\$44,428,935	\$0	\$44,428,935
Total	\$88,870,082	\$168,675	\$89,038,757

RECOMMENDATION

Staff recommends that Council adopt proposed Ordinance No. 753, amending the 2016 budget and increasing the number of approved full-time equivalent (FTE) positions.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 753

ORDINANCE NO. 753**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING THE ANNUAL BUDGET OF THE CITY OF SHORELINE FOR THE YEAR 2016 TO INCLUDE ADDITIONAL PERSONNEL FOR THE PUBLIC WORKS DEPARTMENT.**

WHEREAS, as required by the Revised Code of Washington (RCW), Chapter 35A.33, on November 23, 2015, the City adopted the 2016 Annual Budget through the enactment of Ordinance No. 728 and amended by Ordinance No. 740, Ordinance No. 743, Ordinance No. 744, and Ordinance No. 749; and

WHEREAS, subsequent to the enactment of Ordinance No. 744, it was determined that additional personnel were needed in order to deliver the review of the Final Design submittals and expedited permitting process requested by Sound Transit; and

WHEREAS, the 2016 Annual Budget needs to be amended to increase the number of full-time equivalent employees for the Public Works Department to fulfill this need;

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

Section 1. Amendment. The City hereby amends Section 1 of Ordinance No. 749, Amendment, by increasing the appropriation for the General Fund by \$168,675 and by increasing the Total Funds appropriation to \$89,038,757, as follows:

	Current Appropriation	Revised Appropriation
General Fund	\$44,441,147	\$44,609,822
Street Fund	1,713,773	
Code Abatement Fund	100,000	
State Drug Enforcement Forfeiture Fund	168,243	
Public Arts Fund	84,216	
Federal Drug Enforcement Forfeiture Fund	263,000	
Property Tax Equalization Fund	691,313	
Federal Criminal Forfeiture Fund	2,802,444	
Transportation Impact Fees Fund	359,775	
Revenue Stabilization Fund	\$0	
Unltd Tax GO Bond 2006	1,710,375	
Limited Tax GO Bond 2009	1,663,417	
Limited Tax GO Bond 2013	260,948	
General Capital Fund	9,141,524	
City Facility-Major Maintenance Fund	866,754	
Roads Capital Fund	16,474,476	
Surface Water Capital Fund	7,356,193	
Vehicle Operations/Maintenance Fund	271,216	
Equipment Replacement Fund	483,768	

	Current Appropriation	Revised Appropriation
Unemployment Fund	17,500	
Total Funds	\$88,870,082	\$89,038,757

Section 2. 2016 Budget Amended. The 2016 Final Budget for the City of Shoreline, as enacted by Ordinance No. 728 and amended by Ordinance No. 740, Ordinance No. 743, Ordinance No. 744, and Ordinance No. 749, is amended to increase the number of full-time equivalent employees (FTE) for the Public Works Department from 44 FTEs to 46 FTEs. All references to total FTEs for the City and the Public Works Department shall be amended to reflect this increase.

Section 3. 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 preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect five days from publication.

ADOPTED BY THE CITY COUNCIL ON AUGUST 15, 2016.

Christopher Roberts, Mayor

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2016
Effective Date: _____, 2016

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute the Local Agency Agreement with the Washington State Department of Transportation for the Radar Speed Sign Installations Project		
DEPARTMENT:	Public Works		
PRESENTED BY:	Tricia Juhnke, City Engineer		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion	

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute a Local Agency Agreement with the Washington State Department of Transportation (WSDOT) to obligate \$119,514 of the Federal Highway Safety Improvement Program (HSIP) grant funding to the City for the Radar Speed Sign Installations Project.

In accordance with the City’s purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$50,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution (Attachment A and B). WSDOT administers Federal funds awarded to the City of Shoreline. These funds allow the City to begin designing and installing radar speed signs on five (5) corridors within the City of Shoreline. The locations of these corridors are noted in the project vicinity map, which is attached to this staff report as Attachment C.

RESOURCE/FINANCIAL IMPACT:

The 2016-2021 Capital Improvement Program (CIP) includes the Radar Speed Sign Installation Project with the following funding:

EXPENDITURES

Project Administration	\$25,000
Construction	\$95,456
Total	\$120,456

REVENUES

Highway Improvement Program (HSIP)	\$119,513
Roads Capital Fund	\$943
Total	\$120,456

If the Council chooses not to authorize the execution of this Local Agency Agreement with WSDOT, the \$119,514 awarded by the Federal Highway Safety Improvement Program grant fund would need to be returned to the Federal Highway

Administration. As the City of Shoreline does not currently have adequate funds available to complete the design and installation of these signs without an additional funding source, loss of this funding would result in the inability to install the nine (9) speed radar signs throughout the City.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute a Local Agency Agreement to obligate grant funds totaling \$119,514 for the Radar Speed Sign Installations Project, including authorization of the Project Prospectus and any addendums or supplements required by the Washington State Department of Transportation.

ATTACHMENTS:

Attachment A – WSDOT Local Agency Agreement

Attachment B – WSDOT Local Agency Federal Aid Project Prospectus

Attachment C – Project Vicinity Map

Approved By: City Manager **DT** City Attorney **MK**



Agency City of Shoreline

Address 17500 Midvale Ave N
Shoreline, WA 98133

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance)
Project No.
Agreement No.
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Radar Speed Sign Installations Length

Termini

Description of Work

Install speed feedback signs on 5 corridors within the City of Shoreline. On Greenwood (Westminster-160th) 5th Ave NE (192nd-205th), 1st Ave NE (145th-155th), 15th Ave NW(RichmondBeach-205th), and NW Innis Arden Way (Greenwood-10th)

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	942	942	
100 % a. Agency			
b. Other Consultant	8482		8482
Federal Aid Participation Ratio for PE			
c. Other			
d. State	0	0	0
e. Total PE Cost Estimate (a+b+c+d)	9,424.00	942.00	8,482.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	9,424.00	942.00	8,482.00

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions


**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	7/12/16
Federal Aid Project Number				DUNS Number	
Local Agency Project Number	8580	(WSDOT Use Only)		Federal Employer Tax ID Number	91-1683888

Agency Shoreline	CA Agency <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Radar Speed Sign Installations		Start Latitude N		Start Longitude W	
		End Latitude N		End Longitude W	
Project Termini From-To See Attachment 1		Nearest City Name Shoreline			Project Zip Code (+4) 98133-5912
Begin Mile Post	End Mile Post	Length of Project		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 1169	County Number 17	County Name King
WSDOT Region Northwest Region	Legislative District(s) 32		Congressional District(s) 7		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$ 9,424	\$ 942	\$ 8,482	08	2016
R/W					
Const.	\$ 111,032		\$ 111,032	06	2017
Total	\$ 120,456	\$ 942	\$ 119,514		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20ft - 22ft	Number of Lanes 2
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See Attachment 2

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install speed feedback signs (radar speed signs) on five corridors within the City of Shoreline.

Local Agency Contact Person Bob Earl		Title Engineering Manager		Phone 206-801-2479	
Mailing Address 17500 Midvale Ave N			City Shoreline	State WA	Zip Code 98133
Project Prospectus	By _____ Approving Authority				
	Title City Manager				Date

Agency	Project Title	Date
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input checked="" type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	44 feet	3

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25
Design Speed		
Existing ADT	10,300	10,900
Design Year ADT	10,300	10,900
Design Year	2017	2017
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Others	Others 100 %	Agency %
Construction Will Be Performed By Others	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class III - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
No environmental impact

Attachment B

Agency	Project Title	Date
--------	---------------	------

Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
--	--	--

Utilities

<input checked="" type="checkbox"/> No utility work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or its designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ Agency
By _____ Mayor/Chairperson

Attachment 1

Project Termini From-To

Greenwood Ave N between Westminster Way N and N 160th St (northbound and southbound)

Start Location: Greenwood Ave N & Westminster Way
Start Latitude: 47.73528
Start Longitude: -122.3556

End Location: Greenwood Ave N & N 160th St
End Latitude: 47.74522
End Longitude: -122.35567

5th Ave NE between NE 192nd St and NE 205th St (northbound and southbound)

Start Location: 5th Ave NE & NE 192nd St
Start Latitude: 47.76812
Start Longitude: -122.32433

End Location: 5th Ave NE & NE 205th St
End Latitude: 47.77764
End Longitude: -122.32454

1st Ave NE between N 145th St and N 155th St (northbound and southbound)

Start Location: 1st Ave NE & N 145th St
Start Latitude: 47.7341
Start Longitude: -122.32888

End Location: 1st Ave NE & N 155th St
End Latitude: 47.74123
End Longitude: -122.32989

15th Ave NW between NW Richmond Beach Rd and NW 205th St (northbound and southbound)

Start Location: 15th Ave NW & NW Richmond Beach Rd
Start Latitude: 47.77023
Start Longitude: -122.37723

End Location: 15th Ave NW & NW 205th St
End Latitude: 47.77786
End Longitude: -122.37748

NW Innis Arden Way between Greenwood Ave N and 10th Ave NW (westbound only)

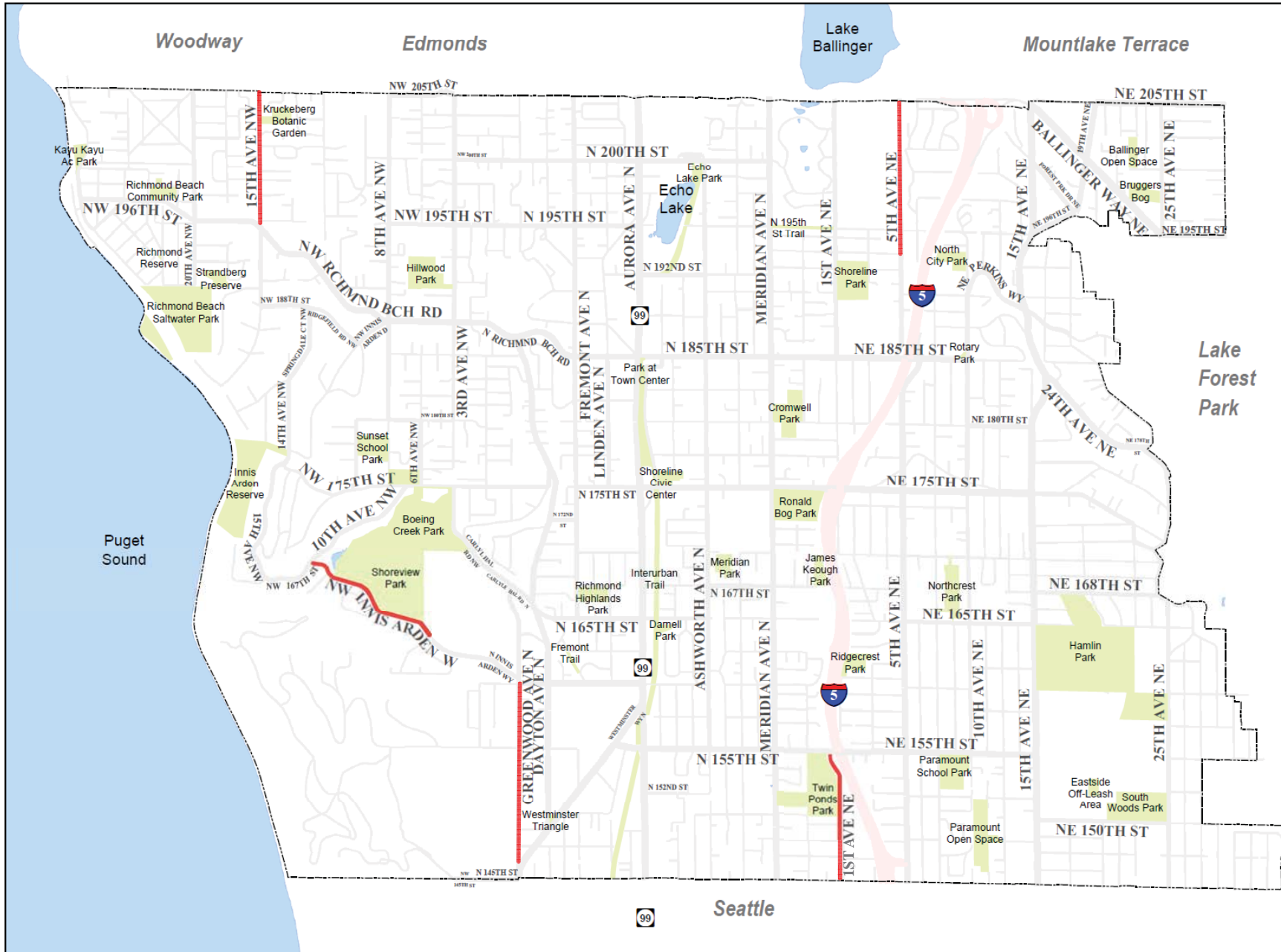
Start Location: NW Innis Arden Way & Greenwood Ave N
Start Latitude: 47.74521
Start Longitude: -122.3557

End Location: NW Innis Arden Way & 10th Ave NW
End Latitude: 47.75168
End Longitude: -122.37273

Attachment 2

Description of Existing Facilities and Present Conditions

1. **Greenwood Ave N** between Westminster Way N and N 160th – the roadway width from edge line to edge line is 22 feet with one lane in each direction. There are no bicycle lanes present on this street. The speed limit is 35 mph and the ADT is 5100.
2. **5th Ave NE** between NE 192nd St and NE 205th St – the roadway width from edge line to edge line is 22 feet with one lane in each direction. Sidewalk and bicycle lanes are not present on this street. The speed limit is 30 mph and the ADT is 1940.
3. **1st Ave NE** between N 145th St and N 155th – the roadway width is 22 feet with one lane in each direction. Where provided, sidewalk segments are 5 feet wide. There are no bicycle lanes present on this street. The speed limit is 30 mph and the ADT is 6200.
4. **15th Ave NW** between NW Richmond Beach Rd and NW 205th – the roadway width is 20 feet with one lane in each direction. Sidewalk and bicycle lanes are not present on this street. The speed limit is 25 mph and the ADT is 1700.
5. **NW Innis Arden Way** between Greenwood Ave N and 10th Ave – the roadway width is 22' from edge line to edge line with one lane in each direction.



SHORELINE
Geographic Information System

**City of Shoreline
Radar Speed Sign
Installation Locations**

Legend

- City Boundary
- Park
- Street where radar speed signs will be installed.

0 500 1,000 2,000 Feet

City of Shoreline
Mark J. Relph, Public Works Director
Rich Meredith, Traffic Engineer
17500 Midvale Ave N
Shoreline, WA 98133
(206) 801-2700
www.shorelinewa.gov

No warranties of any sort, including accuracy, fitness, or merchantability, accompany this product.

Date: 7/10/2014

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute the Local Agency Agreement with the Washington State Department of Transportation for the Meridian Avenue N & N 155 th Street Signal Improvements		
DEPARTMENT:	Public Works		
PRESENTED BY:	Tricia Juhnke, City Engineer		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion	

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute a Local Agency Agreement with the Washington State Department of Transportation (WSDOT) to obligate \$352,385 of the Federal Highway Safety Improvement Program (HSIP) grant funding to the City the Meridian Ave N & N 155th St Signal Improvement Project.

In accordance with the City’s purchasing policies, Council authorization is required for staff to obligate grant funds exceeding \$50,000. Additionally, WSDOT requires formal authorization of their contracts prior to execution. WSDOT administers Federal funds awarded to the City of Shoreline.

RESOURCE/FINANCIAL IMPACT:

The 2016-2021 Capital Improvement Program (CIP) includes this project with the following funding:

EXPENDITURES

Project Administration	\$73,929
Construction	\$285,000
<hr/> Total	<hr/> \$358,929

REVENUES

Highway Improvement Program (HSIP)	\$352,385
Roads Capital Fund	\$6,544
<hr/> Total	<hr/> \$358,929

If the Council chooses not to authorize the execution of this Local Agency Agreement with WSDOT, the \$352,385 awarded by the Federal Highway Safety Improvement Program grant fund would need to be returned to the Federal Highway Administration. As the City of Shoreline does not currently have adequate funds available to complete the design and construction work for this intersection without an

additional funding source, loss of this funding would result in the inability to perform the necessary improvements at this location.

RECOMMENDATION

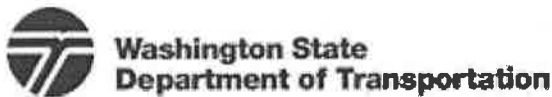
Staff recommends that Council move to authorize the City Manager to execute a Local Agency Agreement to obligate grant funds totaling \$352,385 for the Meridian Avenue N & N 155th Street Project, including authorization of the Project Prospectus and any addendums or supplements required by the Washington State Department of Transportation.

ATTACHMENTS:

Attachment A – WSDOT Local Agency Agreement

Attachment B – WSDOT Local Agency Federal Aid Project Prospectus

Approved By: City Manager **DT** City Attorney **MK**



Agency City of Shoreline

Address 17500 Midvale Ave N
Shoreline, WA 98133

Local Agency Agreement

<p>CFDA No. 20.205 (Catalog or Federal Domestic Assistance)</p> <p>Project No.</p> <p>Agreement No.</p> <p style="text-align: right;">For OSC WSDOT Use Only</p>

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Meridian Avenue N and N 155th Street Intersection Phase Changes Length

Termini

Description of Work

Convert permissive to flashing yellow arrows left turn signal displays in the NB and SB directions. Decrease intersection radii on the NW, SW, SE, and NE quadrants. Remove existing and install new conduit, wire, junction boxes, and loops, install new traffic signal poles at the NW and SW quadrants, install countdown accessible ped signals, and pushbuttons, replace curb, gutter, sidewalk

Project Agreement End Date 12/31/2018

<p>Claiming Indirect Cost Rate</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency	5478	5478	
b. Other Consultant	49305		49305
Federal Aid Participation Ratio for PE			
c. Other			
d. State	0	0	0
e. Total PE Cost Estimate (a+b+c+d)	54,783.00	5,478.00	49,305.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	54,783.00	5,478.00	49,305.00

Agency Official

By
Title

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of hte federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

[The following text is extremely faint and illegible due to low contrast and blurring. It appears to be a multi-paragraph document or report.]


**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	7/12/16
Federal Aid Project Number			DUNS Number	
Local Agency Project Number	8579	(WSDOT Use Only)	Federal Employer Tax ID Number	91-1683888

Agency Shoreline	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Meridian Avenue N and N 155th Street Intersection Phase Changes	Start Latitude N 47.74131 End Latitude N 47.74131	Start Longitude W -122.33451 End Longitude W -122.33451			
Project Termini From-To N 155th St N 155th St	Nearest City Name Shoreline	Project Zip Code (+4) 98133-6045			
Begin Mile Post	End Mile Post	Length of Project	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 1169	County Number 17	County Name King
WSDOT Region Northwest Region	Legislative District(s) 32	Congressional District(s) 7	Urban Area Number 1		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$ 54,783	\$ 5,478	\$ 49,305	08/2016	
R/W	\$ 10,664	\$ 1,066	\$ 9,598	09/2016	
Const.	\$ 293,482		\$ 293,482	06/2017	
Total	\$ 358,929	\$ 6,544	\$ 352,385		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 44 feet	Number of Lanes 3
--------------------------	----------------------

On Meridian Ave N in the vicinity of N 155th Street, the existing curb to curb width is approximately 44 feet. There is 1 through lane and 1 left turn pocket in each direction with on street parking on both sides.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

See Attachment 1

Local Agency Contact Person Bob Earl	Title Engineering Manager	Phone 206-801-2479	
Mailing Address 17500 Midvale Ave N	City Shoreline	State WA	Zip Code 98133
Project Prospectus	By _____ Approving Authority		
	Title City Manager	Date	

Agency	Project Title	Date
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	44 feet
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input checked="" type="checkbox"/> 2-R	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	25
Design Speed		
Existing ADT	10,300	10,900
Design Year ADT	10,300	10,900
Design Year	2017	2017
Design Hourly Volume (DHV)		

Performance of Work			
Preliminary Engineering Will Be Performed By		Others	Agency
Others		100 %	%
Construction Will Be Performed By		Contract	Agency
Others		100 %	%

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class III - Categorical Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations
No environmental impact

Attachment B

Agency	Project Title	Date
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
--	--	--

Utilities

<input type="checkbox"/> No utility work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Adjust catch basins, and water meters. Replace junction boxes with new signal poles at NE and SW corners of intersections.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date _____ Agency _____
By _____ Mayor/Chairperson

Prospectus Attachment 1

Description of Proposed Work:

This project will revise northbound/southbound signal phasing from permissive to flashing yellow arrow operation to address at-angle collisions at the intersection of Meridian Avenue N and N 155th Street in Shoreline. It will decrease intersection radii to lower vehicle turning speeds and reduce pedestrian crossing distance for increased pedestrian safety and repair and provide vehicle and bicycle detection where needed and rebuild intersection sidewalks, curb ramps and pedestrian signal system for ADA compliance.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing and Approval of the 2017 Human Services and Community Development Block Grant Funding and Contingency Plan and the 2017-18 Human Services Funding Plan and Authorization for the City Manager to Execute Contracts to Implement Approved Programs and Projects
DEPARTMENT:	Community Services Division
PRESENTED BY:	Rob Beem, Community Services Division Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Every other year the City reviews its human services funding allocation and develops a new two-year Funding Plan. Shoreline’s funding for human services supports a system of local and regional services that together provide Shoreline residents with access to an array of services to enhance their well-being and to mitigate pressing needs. This plan specifies how the City will allocate both City General Fund dollars and federal Community Development Block Grant (CDBG) funds. In order to use CDBG funding, the City must hold a public hearing and adopt the Human Service Funding Plan’s proposed use of CDBG funding each year.

In March of this year the City Council determined a new level of funding to support the City’s human services grants, and with this increased funding, provided policy direction to prioritize services focused on basic needs and counseling. These services both secure a foundation of support for the community and are key elements of the City’s response to homelessness.

After holding the required public hearing on the proposed 2017-2018 Human Services and CDBG Funding and Contingency Plan, Council has two alternatives to consider:

1. Approve the 2017-2018 Human Service Funding Plan and the 2017 CDBG Funding and Contingency Plan as recommended and authorize the City Manager to take the actions necessary to implement these spending objectives, which is recommended by staff, or
2. Amend the proposed Funding Plan in response to public testimony or to reflect a change in Council policy objectives.

FINANCIAL IMPACT:

The 2017-2018 Human Services Funding Plan anticipates that the City of Shoreline will have a total of \$290,000 to allocate for human services grants in 2017 and \$317,000 in 2018. For 2017, this includes City of Shoreline General Funds of \$261,052 and \$28,947 (or 10%) of the City’s estimated \$289,470 CDBG Entitlement funding for 2017.

The remaining CDBG Entitlement funding will be spent on capital, regional and administrative costs as shown in the 2017 CDBG Funding and Contingency Plan. The table below shows all human service funding, both CDBG and City of Shoreline General Funds, for 2017. The total funding spent on human services for 2017 will be \$550,523.

2017 Human Service Funding Categories	Funding Amount
City of Shoreline Human Service General Fund Funding	\$261,053
CDBG Public Service Funding Allocation	\$28,947
Total Human Services Funding Plan Allocation	\$290,000
CDBG Capital Project Funding	\$124,472
CDBG Regional Program Funding	\$72,368
CDBG Administration and Planning Funding	\$63,683
Total CDBG and General Fund Human Service Funding	\$550,523

RECOMMENDATION

Staff recommends that Council hold a public hearing regarding the use of 2017 Community Development Block Grant funding and move to adopt the proposed 2017-2018 Human Service Funding Plan, adopt the proposed CDBG Funding and Contingency Plan, and authorize the City Manager to execute agreements with the applicable agencies for the funded programs.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Shoreline's funding for human services supports a system of services, some local and some regional in scope, that together provide Shoreline residents with access to an array of services to enhance the community's well-being and to address individuals pressing needs. Every two years, the City develops a Human Services Funding Plan to specify how it will allocate competitive grant funds for this system. This year the City along with other suburban cities in King County, conducted a coordinated common-application process for agencies.

As well, in March of this year, the City Council provided direction to increase the level of General Funds allocated to address human service needs. This direction sets the level of funding for competitively allocated local dollars at 0.75% of net General Fund Revenues for 2017 and increases this by 0.05% each year until the base level of funding stands at 1.0% of net General Fund revenues. The staff report for this March discussion can be found at the following link:
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport031416-9a.pdf>.

Based on current revenue projections, this will add approximately \$37,000 in 2017 and an additional \$27,000 in 2018. At the same time the Council directed that the City's ongoing support for the Shoreline-Lake Forest Park Senior Center's basic operations transfer from Human Services to Parks, Recreation and Cultural Services. This shift of \$95,700 will take effect in 2017 and is reflected in the funding levels in this allocation plan.

Also as part of this Human Services Funding Discussion in March, direction was provided that as General Fund funding increases, increasing emphasis should be placed on meeting basic needs and on supporting the availability of counseling services. These services both secure a foundation of support for the community and are key elements of the City's response to homelessness.

In addition to General Fund support, the City also uses a portion of its CDBG funds to support the Human Services Funding Plan. CDBG regulations set out a formal process to be used to provide adequate public notice and an opportunity for citizen comment and comment for those affected by the decisions on how to use these funds. Thus, the Council must hold a public hearing on the proposed use of CDBG funds and take action to adopt the allocation. There is a separate element, approval of the CDBG Funding and Contingency Plan, that is embodied in the recommendations and the final adoption of the 2017-2018 Human Services Funding Plan.

DISCUSSION

2017-2018 Human Service Agency Applications and Funding Plan

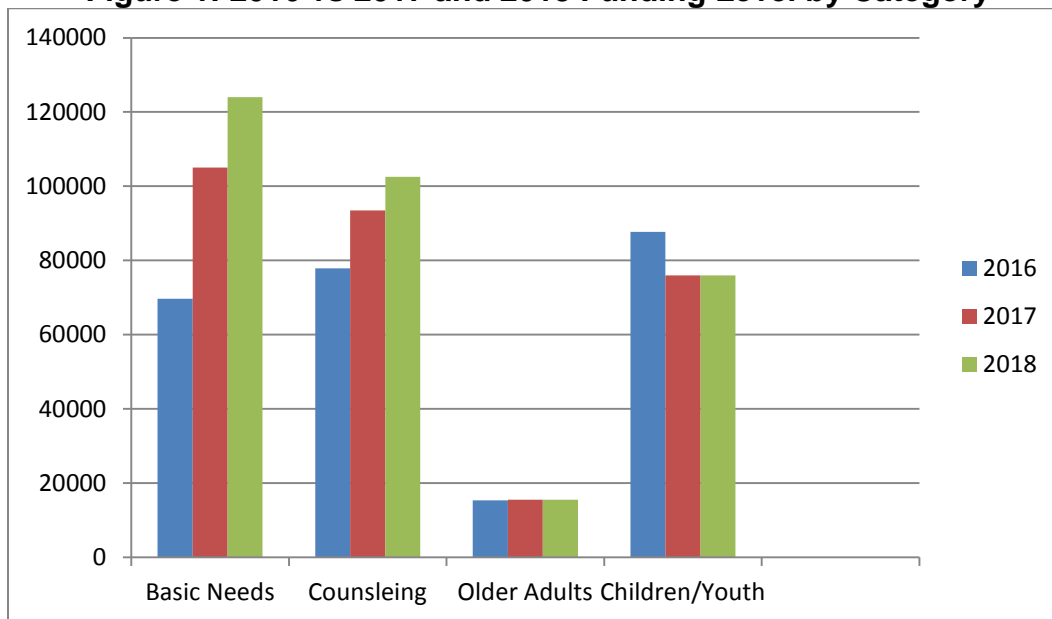
The City received 39 applications for programs, which requested a total of \$650,831 in funding. This set of applications included 20 existing programs and 19 new programs. Three (3) currently funded programs (Healthy Start, Food LifeLine, and Compass Housing Tenant Support) did not submit applications for this round.

All applications were read and reviewed by the Human Service Application Review Team, which was made up of City staff. This review included an overall assessment of the applicant agency and the program’s quality, proposed outcomes and an assessment of how the proposed services fit with Council’s human service priorities, and the overall goal of facilitating Shoreline residents’ access to services. The City Manager used Application Review Team’s analysis to develop the proposed 2017-2018 Human Service Funding Plan (Attachment A). The human service applications that were not recommended for funding by the Application Review Team are attached as Attachment B.

The Human Service Funding Plan is built around funding levels that assume that the City of Shoreline Property Tax Levy Lid Lift (Shoreline Proposition No. 1) is approved by Shoreline voters this fall. The revenue projections for the percentage of General Fund revenues that are available to support human services are subject to being updated.

The Human Service Funding Plan provides increased funding in the priority areas of Basic Needs and Counseling, as prioritized by Council, and maintains the City’s partnerships with agencies serving the array of needs in the community. The funding allocation for 2016 and proposed allocations for 2017 and 2018, by human service funding category, are noted in Figure 1 below:

Figure 1: 2016 vs 2017 and 2018 Funding Level by Category



For 2017, the proposed Human Service Funding Plan allocates \$37,000 in new funding and reallocates \$29,500 from previously funded programs to address the priorities of Basic Needs and Counseling. The reallocation includes:

- \$19,500 from the three programs not seeking funding for 2017-2018,
- \$5,000 that was supporting the Crisis Clinic’s Teen Link program, and
- \$5,000 that was supporting HealthPoint’s Primary Care clinic in Bothell.

The proposed Funding Plan also funds one new program: Winter Shelter at Prince of Peace Lutheran Church and other churches in the Lake City area of Seattle during the cold winter months.

All of the programs recommended for funding received at least a marginal increase from their requested funding level, while the most significant increases are in the funding category of Basic Needs. Funding for this category is proposed to increase from \$69,600 in 2016 to \$105,000 in 2017. The bulk of this funding increase, roughly \$30,000, supports programs provided by Hopelink through its six coordinated programs. In the Counseling funding category, the Center for Human Services will receive an additional \$17,236 to support their programs in 2017.

As implementation of the goal to achieve human services funding at 1.0% of net General Fund revenues was contingent upon passage of the Levy Lid Lift, the proposed Human Service Funding Plan includes funding allocations should the Levy not pass.

Community Development Block Grant Program

The federal CDBG Program was created under Title I of the Housing and Community Development Act of 1974. The primary objective of the program is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

CDBG funds can serve households with incomes up to 80% (\$55,450 for a two person household) of the King County Area Median Income (KCAMI). Specifically, CDBG funds can be used for the following activities:

- Acquisition and rehabilitation of housing for low-income and special needs populations,
- Housing repair for homeowners and renters,
- Acquisition and rehabilitation of community facilities,
- Public infrastructure improvements,
- Delivery of human services,
- Historic preservation,
- Planning,
- CDBG program administration, and
- Economic development.

The City has an Inter-local Agreement with King County for the administration and management of the City's CDBG grant. This agreement calls for the City's annual CDBG Plan to allocate (53%) of the available revenues to local projects. The balance of the CDBG funds (47%) is allocated by formula in the Inter-local Agreement for the delivery of regional programs which serve Shoreline residents and to program planning and administration of the grant funding. Regional programs include the King County Housing Stability Program (5%) and the King County Major Home Repair Program (20%). Planning and administrative costs are agreed to be 10% for the City and 12% for the County.

2017 Community Development Block Grant Allocation

The total amount of CDBG funding available to support services and capital projects in 2017 is projected to be \$289,470, which is the City's share of the 2017 CDBG Entitlement Grant Allocation. Unlike prior years, King County is estimating that Shoreline will receive no additional program income from the repayment of home improvement loans for this year. They are however projecting a slight increase in the City's total grant amount. So there is essentially no net change from the 2016 grant.

Attachment C to this staff provides the CDBG Funding and Contingency Plan, which indicates the specific agencies and programs that are proposed to receive CDBG funding. Because these totals are estimates developed prior to the Congressional appropriation of the CDBG, staff plans for variance of +/- 10%. Changes greater than this amount will require further Council action. Attachment D to this staff report provides descriptions of the services that will be funded with the CDBG funding.

ALTERNATIVES

After holding the required public hearing on the proposed 2017-2018 Human Services and CDBG Funding and Contingency Plan, Council has two alternatives to consider:

1. Approve the 2017-2018 Human Service Funding Plan and the 2017 CDBG Funding and Contingency Plan as recommended and authorize the City Manager to take the actions necessary to implement these spending objectives, which is recommended by staff, or
2. Amend the proposed Funding Plan in response to public testimony or to reflect a change in Council policy objectives.

FINANCIAL IMPACT

The 2017-2018 Human Services Funding Plan anticipates that the City of Shoreline will have a total of \$290,000 to allocate for human services grants in 2017 and \$317,000 in 2018. For 2017, this includes City of Shoreline General Funds of \$261,052 and \$28,947 (or 10%) of the City's estimated \$289,470 CDBG Entitlement funding for 2017. The remaining CDBG Entitlement funding will be spent on capital, regional and administrative costs as shown in the 2017 CDBG Funding and Contingency Plan. The table below shows all human service funding, both CDBG and City of Shoreline General Funds, for 2017. The total funding spent on human services for 2017 will be \$550,523.

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CDBG Regional Program Funding	\$72,368
CDBG Administration and Planning Funding	\$63,683
Total CDBG and General Fund Human Service Funding	\$550,523

RECOMMENDATION

Staff recommends that Council hold a public hearing regarding the use of 2017 Community Development Block Grant funding and move to adopt the proposed 2017-2018 Human Service Funding Plan, adopt the proposed CDBG Funding and Contingency Plan, and authorize the City Manager to execute agreements with the applicable agencies for the funded programs.

ATTACHMENTS

- Attachment A: 2017-2018 Human Service Funding Plan
- Attachment B: Human Service Applications Not Recommended for Funding
- Attachment C: 2017 CDBG Funding and Contingency Plan
- Attachment D: 2017 CDBG Public Service, Capital Projects and Regional Program Funding Descriptions

2017-18 Human Service Agency Allocations

Competitive Applications

Agency/Program	2016 Allocation	2017/18 Requested	2017	2018	2017/18 w/o Levy
Catholic Community Service- Volunteer Chore Services	\$3,728	\$5,000	\$3,750	\$3,750	\$3,750
Child Care Resources - Consumer Education & Quality Improvement	\$4,958	\$5,230	\$5,000	\$5,000	\$5,000
Center for Human Services - Clinical Programs	\$58,722	\$102,000	\$74,000	\$82,000	\$63,000
Center for Human Services - Family Support Centers	\$63,042	\$80,000	\$65,000	\$65,000	\$64,000
Crisis Clinic - Crisis Line	\$3,830	\$7,500	\$6,500	\$7,500	\$6,000
Crisis Clinic - King County 211	\$3,470	\$10,000	\$9,000	\$10,000	\$9,800
Harborview - Sexual Assault and Traumatic Stress Services	\$2,795	\$72,000	\$5,000	\$5,000	\$5,000
Hopelink - Adult Education	\$3,000	\$17,000	\$3,000	\$5,000	\$3,000
Hopelink - Emergency Food	\$16,861	\$48,500	\$23,000	\$30,000	\$22,100
Hopelink - Emergency Services Financial Assistance	\$11,895	\$50,000	\$20,000	\$23,000	\$14,000
Hopelink - Employment	\$9,762	\$19,000	\$10,000	\$10,000	\$10,000
Hopelink - Family Development Program	\$7,500	\$27,000	\$10,000	\$11,000	\$7,500
Hopelink - Housing	\$7,208	\$20,000	\$20,000	\$20,000	\$15,500
King County Sexual Assault Resource Center	\$10,288	\$7,793	\$8,000	\$8,000	\$7,800
Prince of Peace/Lake City Partners - Rotating Winter Shelter	\$0	\$43,000	\$10,000	\$15,000	\$0
Sound Generations - Meals on Wheels	\$4,958	\$5,603	\$5,000	\$5,000	\$5,000
Sound Generations - Volunteer Transportation	\$3,728	\$10,010	\$3,750	\$3,750	\$3,750
Sound Generations Community Dining	\$2,975	\$5,000	\$3,000	\$3,000	\$3,000
Wonderland Developmental Center	\$4,958	\$6,000	\$6,000	\$5,000	\$5,000
Reallocated funds from 2016 funded programs	\$29,500				
Total	\$253,178	\$540,636	\$290,000	\$317,000	\$253,200

Human Service Applications Not Recommended For Funding

Agency/Program Name	Request
Alpha Supported Living Services	\$ 8,000
Apprenticeship & Non-traditional Employment for Women (ANEW)	\$ 12,000
Bridge Disability Ministries - Guardianship	\$ 19,000
Bridge Disability Ministries -- Mobility	\$ 1,000
Children\'s Home Society of WA - North Seattle Family Resource Center	\$ 18,546
ChildStrive (formerly Little Red School House) Early Intervention Program	\$ 1,000
Crisis Clinic - Teen Link	\$ 5,000
Consejo Counseling and Referral Service - Domestic Violence Community Advocacy Program	\$ 2,000
Domestic Abuse Women's Network - CAP	\$ 1,000
Domestic Abuse Women's Network - Housing	\$ 6,000
Eastern European Counseling Center (EECC)	\$ 1,685
Eastside Baby Corner -- Meeting Basic Needs for Children	\$ 4,312
HealthPoint - Primary Dental Care	\$ 5,000
Health Point - Prinary Medical Care	\$ 4,598
International Community Health Services - Dental	\$ 25,000
Northshore Senior Center- Northshore Adult Day Health	\$ 5,000
PROVAIL - Employment	\$ 7,694
Renton Ecumenical Association of Churches - Center of Hope	\$ 3,000
Solid Ground - Cooking Matters	\$ 7,500
Vision House - Children, Youth and Family Advocacy	\$ 2,500
Total	\$ 139,835

2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AND CONTINGENCY PLAN

Since the Community Development Block Grant (CDBG) funds for 2016 are an estimate from the federal government, Shoreline must adopt both a funding and a contingency plan to deal with possible variations in the amount available. Plans must be made in case the amount available increases or decreases by up to 10% of the amount currently estimated. In addition, if an applicant later declines funds, the adoption of a contingency plan of action will expedite the process of reallocation.

2017 Estimated CDBG Funding Totals by Source	Amount
Share of 2017 Entitlement Grant Allocation	\$289,470
Program Income*	\$0
Total CDBG Revenue	\$289,470
2017 Estimated CDBG Allocation	
Local Allocation - 53%	
Hopelink – Emergency Food	\$17,141
Hopelink – Emergency Housing	\$11,806
CDBG Public Service Funds (<i>Funding Shown on Human Services Funding Plan</i>)	\$28,947
CDBG Capital Projects	
Sound Generations – Minor Home Repair	\$124,472
CDBG Capital Project Funding	\$124,472
Regional Allocation and Program Administration - 47%	
King County Housing Stability Program (5%)	\$14,474
King County Major Home Repair Program (20%)**	\$57,894
CDBG Regional Program Funding	\$72,368
King County Administration and Planning (10%)**	\$28,947
King County Capital Set Aside (2%)	\$5,789
City of Shoreline Administration and Planning (10%)**	\$28,947
CDBG Administration and Planning Funding	\$63,683
Total CDBG Allocations	\$289,470

*Fluctuates depending on loan repayments each year

**Percentage set in the Inter-local Agreement

Contingency Plan

Shoreline must adopt a contingency plan if the amount of federal funds available increases or decreases by up to 10% of the estimate. In addition, if an applicant later declines funds, the adoption of a contingency plan will expedite the process of reallocation.

1. If additional funding becomes available:
 - a. **Public Services**
In the event CDBG Public Service funds become available in 2017, any additional revenue will be allocated to the Hopelink Emergency Food Program.
 - b. **Capital Projects**
If additional CDBG Capital funds become available in 2017, any additional revenue will be allocated to the Sound Generations Minor Home Repair Program.
 - c. **Planning & Administration**
If additional CDBG Planning and Administration funds become available in 2017, the City will use these funds for planning and administration purposes.

2. If funding reductions are necessary:
 - a. **Public Services**
In the event CDBG Public Service funds are reduced in 2017, the revenue allocated to the Hopelink Emergency Food Program will be reduced.
 - b. **Capital Projects.**
In the event CDBG Capital funds are reduced in 2017, the Sound Generations Minor Home Repair Program will be reduced accordingly.
 - c. **Planning & Administration**
In the event CDBG Planning and Administration funds are reduced in 2017, the City will reduce the amount of revenue allocated to planning and administration purposes.

2017 Community Development Block Grant (CDBG) Public Service, Capital Projects and Regional Program Funding Descriptions

2017 CDBG Public Service Funds

\$28,947 in CDBG Public Services funds, which equates to 10% of the City's CDBG allocation, are all allocated to two programs:

- Hopelink Emergency Food Assistance: \$17,141, and
- Hopelink Housing: \$11,806.

2017 CDBG Capital Projects

The City anticipates that there will be a total of \$124,472 in CDBG funding available for capital projects. Staff received one capital application seeking \$125,000 in capital support. Staff recommends allocating the full amount of CDBG Capital funding to the Sound Generations Minor Home Repair Program.

This program fills the gap between the major home repair program - targeted to larger planned projects and emergency repairs and small electrical, carpentry and plumbing repairs needed by home owners on a frequent basis to keep their homes safe and in good repair.

The Minor Home Repair Program is targeted to income eligible residents and most are older adults in households between 30% and 50% of area median income (under \$36,150 for two person household). Home owners pay \$10.00 per hour for the service, plus the cost of materials. The grant pays for personnel costs relating to the program. Given the age of Shoreline's housing stock, the high number of older adults aging in place and the number of low and moderate income home owners, this program is in high demand. The program is contracted to Sound Generations and there is no other non-City funding source for this program.

2017 CDBG Regional Programs

Shoreline's Inter-local Agreement with King County allocates City CDBG funds to two regional programs that serve Shoreline residents. The amount of funding to each program is set by formula in the Agreement:

- King County Housing Stability Program: \$14,474
A key strategy towards preventing homelessness involves keeping families in their current housing. The Housing Stability Project makes one-time loans and/or grants to homeowners and tenants in danger of eviction or foreclosure because of short-term financial difficulties. It also provides loans or grants to homeless families and individuals who need assistance moving to permanent housing, and limited assistance for other types of moves. Support for this program is set at 5% of all Consortium Cities' CDBG funding.

- King County Major Home Repair: \$57,894

The King County Housing Repair Program administers the Major Home Repair program on Shoreline's behalf. The allocation to this program for each city is set in the Inter-local Agreement at 20% the City's total CDBG amount. Shoreline has made this service available to its residents since it first chose to participate in the CDBG Consortium. This program provides emergency grants and interest free loans to income eligible homeowners. Loans are recouped as revenue to the program when a home sells; hence the amount available to disperse varies from year to year. The program received seven (7) applications in the first quarter of 2016 alone.