

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

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| AGENDA TITLE: | Authorize the City Manager to Execute an Interlocal Agreement with Shoreline School District for Einstein Safe Route to Schools Project |
| DEPARTMENT: | Public Works |
| PRESENTED BY: | Mark Relph, Public Works Director |
| ACTION: | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

PROBLEM/ISSUE STATEMENT:

Staff is requesting that Council authorize the City Manager to execute an interlocal agreement with the Shoreline School District for the Einstein Safe Route to School Project. In accordance with the City's purchasing policies, Council authorization is required for staff to enter into an interlocal agreement with another government agency. The Einstein Safe Routes to Schools Interlocal Agreement with the Shoreline School District is attached to this staff report as Attachment A.

The Einstein Safe Route to Schools Project will install new sidewalks along NW 195th Street from 3rd Avenue NW to 8th Avenue NW and along 5th Avenue NW from NW 196th Street to NW 196th Place. The Safe Routes to School Grant includes two elements that require the interlocal agreement with the school district:

- Construction improvements on school district property to provide access between the Right of Way and the school that meets the Americans with Disabilities Act (ADA)
- The school district and the City will work collaboratively to create pedestrian/bicycle education and safety information and encouragement to the students of Einstein Middle School.

RESOURCE/FINANCIAL IMPACT:

The 2014-2019 Capital Improvement Plan includes the \$435,000 Safe Route to School grant for the design and construction of this project. \$2,800 in Road Capital Funds have also been allocated to the project.

Authorization will enable staff to complete the construction improvements on school district property as well as provide reimbursement to the school for education and safety materials generated as part of the collaboration.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute an Interlocal Agreement with the Shoreline School District for the Einstein Safe Routes to School Project.

ATTACHMENTS:

Attachment A - Einstein Safe Routes to Schools Interlocal Agreement Between the City of Shoreline and Shoreline School District No. 412

Approved By: City Manager ***DT*** City Attorney ***JA-T***

**Einstein Safe Routes to Schools Interlocal Agreement
Between
City of Shoreline and Shoreline School District No. 412**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Shoreline, a municipal corporation of the State of Washington (“City”) and Shoreline School District No. 412, a political subdivision of the State of Washington (“District”), collectively the “Parties.” The Parties hereby enter into this Agreement as of the date of execution subject to the terms and conditions contained herein.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies;

WHEREAS, each of the Parties is a public agency, as that term is defined by RCW 39.34.020;

WHEREAS, Shoreline School District No. 412 maintains Albert E. Einstein Middle School ("Einstein MS") within the City of Shoreline;

WHEREAS, the City was awarded a Safe Routes to Schools Grant (“Grant”) for improvements to walking routes for children walking to and from Einstein MS ;

WHEREAS, the Einstein Safe Routes to Schools Project (“Project”) will install new sidewalk, curb, and gutter adjacent to Einstein MS and this Project also has an educational component; and

WHEREAS, the parties desire to collaborate and share costs of the Project by entering into an Interlocal Agreement (“Agreement”); and

WHEREAS, the governing bodies of both Parties have duly reviewed and authorized the execution of this Agreement and such other documents as may be necessary to meet the intent of this Agreement; now therefore

The City and the District agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to provide the City with authority to administer the Grant awarded to the City and, under the terms of that Grant, is responsible for administering. Among other roadway improvements, the Grant provides for American's with Disabilities Act (ADA) improvements on the Einstein MS campus and also contains an educational component.
- 2. Scope of Project.** This school route Project consists of: (a) reconstructing both driveway entrances to Einstein MS along NW 195th Street and adjacent sidewalks (see Attachment A); (b) improving Americans with Disability Act (ADA) access into the school along NW 195th Street and 3rd Avenue NW (see Attachment A); (c) preparing posters,

pamphlets, and other assorted safety and encouragement documentation for Einstein MS; (d) providing safety and/or bicycle/skateboard encouragement incentives for Einstein MS students; and (e) providing a safety education assembly during school hours for students upon request of Einstein MS.

- 3. Term.** This Agreement shall commence upon execution and terminate on September 30, 2015. The construction of driveway entrances, sidewalks, and ADA improvements (Item 2a and Item 2b) shall be substantially completed by the City prior to April 30, 2015. For all other tasks, Item 2(c), 2(d), and 2(e), the City and the District shall work cooperatively with Einstein MS staff to complete the work no later than September 30, 2015.

4. City Responsibilities.

- a. The City shall provide all public works design, bidding, permitting and construction management for the construction of frontage improvements and onsite improvements described in Section 2 (Scope of Project) adjacent to Einstein MS, more specifically on the north side of NW 195th Street and the entrance at 3rd Avenue. The City will pay all costs of this project element.
- b. The City will *either* reimburse the District for costs to reproduce education/safety materials *or* will provide reproduction services to Einstein MS or a combination thereof.
- c. The City will *either* provide safety incentive and/or bicycle/skateboard encouragement incentive materials to Einstein MS staff *or* will reimburse the District for City approved incentives.
- d. If requested by Einstein MS, the City will arrange for a safety education assembly for Einstein MS students.
- e. The City will provide reimbursements to the District and/or make financial contributions towards the work listed in Section 2, Item 2(c), 2(d), and 2(e), in an amount not to exceed \$4,000.00.

5. District Responsibilities.

- a. If requested by Einstein MS, the District will provide facilities for a minimum of 30 minutes for the safety education assembly.
- b. The District will prepare and provide for dissemination of all education/safety materials to students.
- c. The District will provide for dissemination of all safety/encouragement incentive materials to students.
- d. The District will grant the City's Contractor a temporary access permit (Attachment B) to school district property (Einstein MS) to facilitate construction of work listed in Section 2.

- 6. No Administrative Entity.** It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal or administrative for the performance of this Agreement. Instead the Parties shall jointly administer this Agreement.

- 7. Compliance with Laws.** The City accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to public works.
- 8. Representatives:** Any notice required under this Agreement will be in writing, addressed to the party's representative at the address below (as modified in writing from time to time by such party), and given personally, by facsimile or email. All notices shall be effective upon the date of receipt.
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| <p>John F. Vicente City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133-4905 (206) 801-2700</p> | <p>Marla Miller Shoreline School District Address: <u>18560 1st Ave NE</u> Address: <u>Shoreline, WA 98155</u> Phone Number: <u>206-363-4366</u></p> |
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- 9. Filing:** Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
- 10. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all other communication, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing and signed by the authorized representative of that party.
- 11. Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Washington.
- 12. Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application.

APPROVED:

APPROVED:

Date: _____
Superintendent or
Designee
Shoreline School
District

Date: _____
Debbie Tarry, City
Manager
City of Shoreline

Approved as to form:

Julie Ainsworth-Taylor,
Assistant City Attorney

Attachment A

Einstein Safe Routes
to School Project

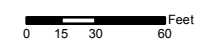
Proposed

- Sidewalk
- Curb Ramp
- Flasher

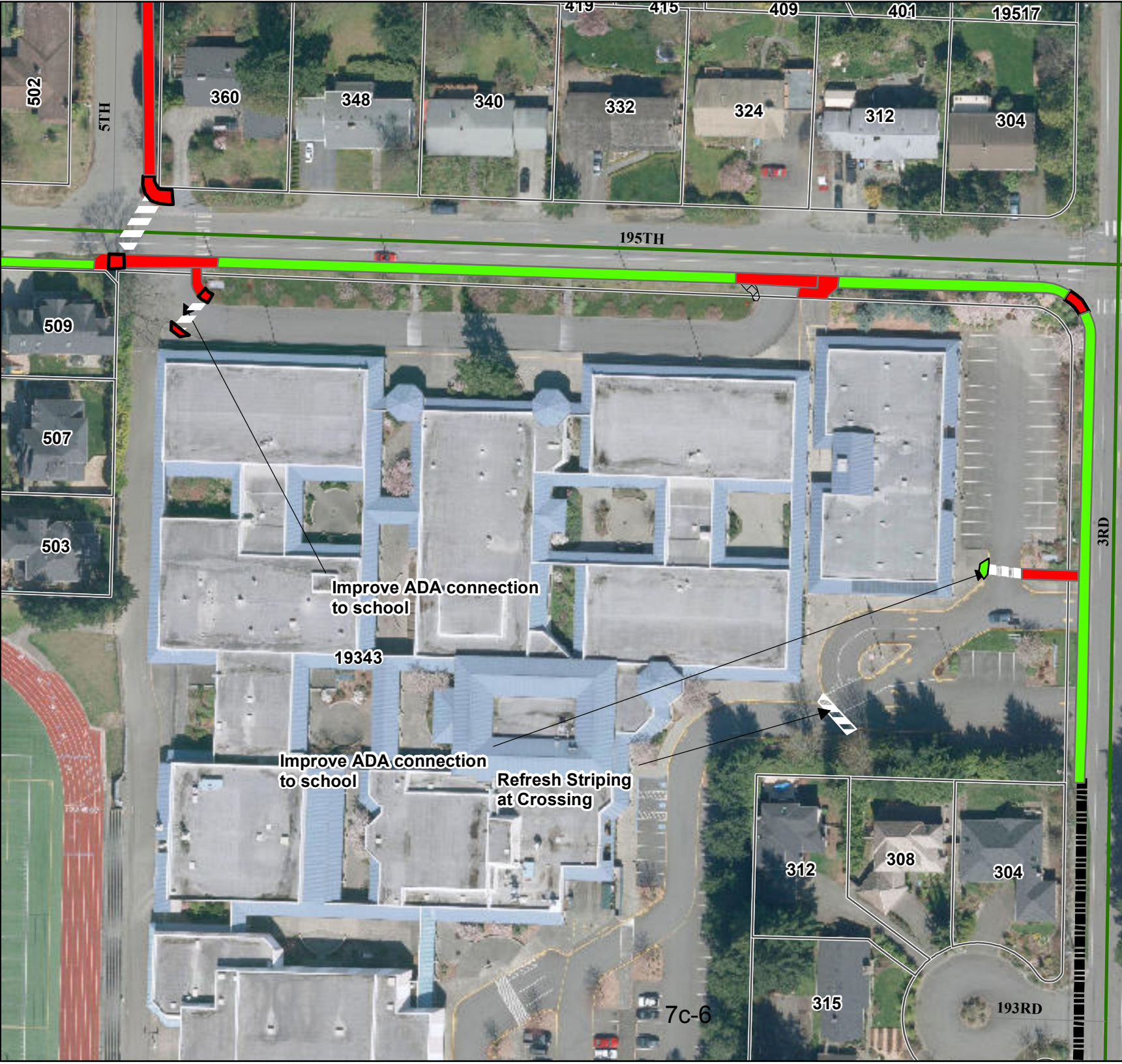
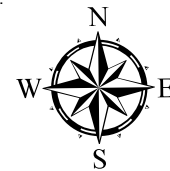
Existing

- Concrete
- Curb Ramp
- Asphalt

1 inch = 83 feet



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



Project Name: EINSTEIN SAFE ROUTES TO SCHOOLS PROJECT

RIGHT OF ENTRY

The undersigned is the owner ("Owner") of the property, premises or easement (the "Property") described as follows:

Albert E. Einstein Middle School, located at 19343 3rd Avenue NW, Shoreline, WA

Consent. The Owner does hereby grant permission to City of Shoreline and its agents, employees, contractors, consultants and representatives (herein individually and collectively referred to as "Temporary Access Permittee"), for a period of one hundred and eighty (180) days from the date of this consent and as scheduled with Owner at mutually-agreeable times, to enter onto the Property and contiguous property owned or controlled by the Owner for the purpose of performing construction activities on the Property, including surveys, removal of pavement, installation of concrete sidewalks and curb ramps, grading and paving of driveways, and other activities as Temporary Access Permittee may deem necessary, at the sole cost of Temporary Access Permittee. (See Attachment A for Map of Intended Activities) City of Shoreline shall be solely responsible for the actions of and any liabilities that arise from its employees or contractors while on the Property.

Restoration. City of Shoreline shall restore the surface of the Property to its original contour as nearly as practicable, to the extent that the disturbance is occasioned by its entry to Property.

Authority. The individual executing this consent on behalf of the Owner represents to City of Shoreline that such individual is authorized to do so by requisite action of the Owner. The individual executing this consent on behalf of the Temporary Access Permittee represents to the Owner that such individual is authorized to do so by requisite action of the City of Shoreline.

OWNER:

Shoreline School District No. 412

By: _____

Its: _____

Date: _____

TEMPORARY ACCESS PERMITTEE:

City of Shoreline

By: _____

Its: _____

Date: _____