

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Agreement with the Transportation Improvement Board to Obligate \$600,000 for the Complete Streets Work Program
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Nora Daley-Peng, Senior Transportation Planner
<b>ACTION:</b>	<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 the City Council authorize the City Manager to execute an agreement with the Transportation Improvement Board (TIB) to obligate \$600,000 of TIB Complete Streets grant funds for Complete Streets Work Plan improvements along NE 180<sup>th</sup> Street. In accordance with the City’s purchasing policies, Council authorization is required in order for staff to obligate grant funds exceeding \$600,000.

On October 3, 2016, the Council adopted Ordinance No. 755 to establish a codified Complete Streets Program and to become eligible to apply for the TIB Complete Streets Award Program. This is the third time the City has been awarded a TIB Complete Streets Grant. In 2017, the City was awarded a \$250,000 TIB Complete Streets Grant to design and implement a shared-use path along N 195<sup>th</sup> Street from the Interurban Trail to Ashworth Avenue N. In 2019, the City was awarded a \$500,000 TIB Complete Streets Grant to design and implement a shared-use path along N 195<sup>th</sup> Street from 5<sup>th</sup> Avenue NE to the portal of the 195<sup>th</sup> Street Pedestrian Bridge. These improvement projects are fully constructed and complete the last gaps in the pedestrian and bicycle facilities along the N 195<sup>th</sup> Street between the Interurban Trail and the 195<sup>th</sup> Street Pedestrian Bridge.

On March 25, 2022, the TIB awarded the City a \$600,000 Complete Streets Grant to design and implement a shared-use path along NE 180<sup>th</sup> Street from west of the intersection of NE 180<sup>th</sup> Street and 5<sup>th</sup> Avenue NE to the Trail Along the Rail. This improvement project was chosen to support pedestrian and bicyclist access in and around the 185<sup>th</sup> Street Station Subarea and leverage the construction of two adjacent pedestrian/bicycle improvement projects. The west end of this project will dovetail with a segment of the Trail Along the Rail that Sound Transit is constructing by 2024. The east end of this project will dovetail with the 5<sup>th</sup> Avenue NE sidewalk project that the City is constructing by 2024.

The Complete Streets Work Plan was developed to match the design and implementation cost of the \$600,000 TIB Complete Street Grant Award Work Plan (Attachment A). The Grant Award Agreement (Attachment B) provides the City up to three years of the grant award to implement the Work Plan and allows the City to request revisions to the Work Plan, including the addition or removal of items.

**RESOURCE/FINANCIAL IMPACT:**

This project will be programmed in the 2022-2028 CIP with completion by March 25, 2025. No additional staff resources are required for this request.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute an agreement with the Transportation Improvement Board to obligate \$600,000 for the Complete Streets Work Program.

**ATTACHMENTS**

Attachment A: TIB Complete Streets Award Work Plan  
Attachment B: TIB Complete Streets Award Grant Agreement

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



# Transportation Improvement Board Complete Streets Work Plan



Agency Shoreline

Agency Contact Nora Daley-Peng

Phone 206-801-2483 Email ndaleypeng@shorelinewa.gov

**Once approved, all work shown must be completed before agency is eligible for future nominations.**

Total Work Plan Complete Streets Funding \$600,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
NE 180th St Shared-use Path to Trail Along the Rail	Design and construction of approximately one block of shared-use path on NE 180th St from 5th Ave NE westbound to the Trail Along the Rail. This project is part of an on-street shared-use path segment of the Trail Along the Rail. This project will dovetail with a segment of the Trail Along the Rail from approximately NE 180th St to NE 185th St that will be constructed by 2024.	\$600,000	2024

### Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

*Debbie Jany*  
Signature of Authorized Agency Official  
Debbie Jany, City Manager  
Agency Official Name & Title

### TIB Approval

Project Engineer Review *Greg Armstrong* Date 2/25/2022  
 Engineering Manager *Clma* Date 3/28/22  
 Executive Director *Ashley Putert* Date 3-28-2022



City of Shoreline  
C-P-202(003)-1  
Complete Streets Award

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
CITY OF SHORELINE  
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (“TIB”) and the CITY OF SHORELINE, a Washington state municipal corporation (“RECIPIENT”).

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads (“Project”) for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 755 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of SIX HUNDRED THOUSAND AND NO/100 dollars (\$600,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT’s approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT’s own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

#### 4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25<sup>th</sup>, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

#### 5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



## 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

## 9. NON-COMPLIANCE, DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

### 9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

