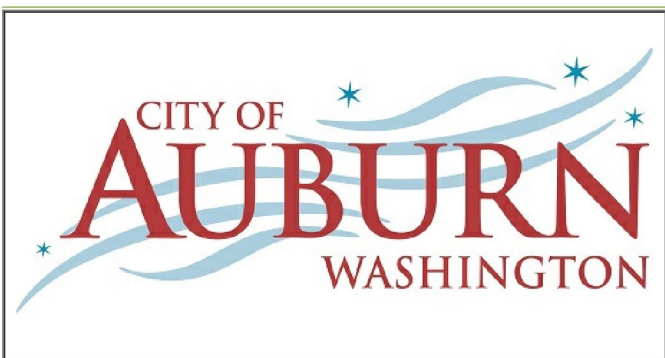


	City Council Meeting January 2, 2024 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Tuesday January 2, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

<https://www.youtube.com/user/watchauburn/live/?nomobile=1>

To listen to the meeting by phone or Zoom, please call the below number or click the link:

Telephone: 253 215 8782

Toll Free: 877 853 5257

Zoom: <https://us06web.zoom.us/j/83291210833>

A. Pledge of Allegiance

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Police Promotional Ceremony (Caillier)

B. Tamil Heritage Month

Mayor Backus to proclaim January 2024 as "Tamil Heritage Month" in the City of Auburn

VI. AGENDA MODIFICATIONS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email written comments to:
publiccomment@auburnwa.gov

If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

B. Correspondence - (There is no correspondence for Council review.)

VIII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baldwin)

IX. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes of the December 18, 2023, City Council Meeting

B. Claims Vouchers (Thomas)

Claims voucher list dated December 27, 2023 which includes voucher number 474429 through 474568, in the amount of \$6,596,184.09, four electronic fund transfers in the amount of \$338.63, and three wire transfers in the amount of \$217,677.57

C. Payroll Voucher (Thomas)

Payroll check numbers 539550 through 539554 in the amount of \$766,035.84, electronic deposit transmissions in the amount of \$2,417,513.96, and also a special payroll for Unsubstantiated VEBA claims with electronic deposit transmission in the amount of \$2,229.30 for a grand total of \$3,185,779.10 for the period covering December 14, 2023 to December 27, 2023

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

X. **UNFINISHED BUSINESS**

XI. **NEW BUSINESS**

A. Special Focus Area Assignment (Council)

XII. **RESOLUTIONS**

A. Resolution No. 5751 (Gaub)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Central Puget Sound Regional Transit Authority for the conveyance of interest real estate

(RECOMMENDED ACTION: Move to adopt Resolution No. 5751.)

B. Resolution No. 5752 (Boesche)

A Resolution authorizing the Mayor to execute a Temporary Construction Easement between the City of Auburn and the Central Puget Sound Regional Transit Authority over City-Owned Property located at 11 A Street NW

(RECOMMENDED ACTION: Move to adopt Resolution No. 5752.)

C. Resolution No. 5754 (Boesche)

A Resolution authorizing the Mayor to sign a second amendment to an agreement between the City of Auburn and Totem Logistics, Inc. related to Garbage/Waste Cleanup Services

(RECOMMENDED ACTION: Move to adopt Resolution No. 5754.)

D. Resolution No. 5755 (Gaub)

A Resolution authorizing the Mayor to execute and administer an agreement accepting a grant from the Washington State Department of Transportation and Federal Highway Administration for the Lea Hill Safe Routes to School Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5755.)

XIII. MAYOR AND COUNCILMEMBER REPORTS

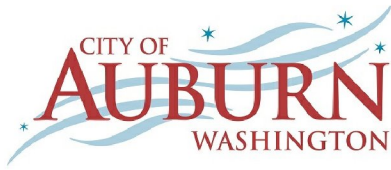
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

B. From the Mayor

XIV. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the December 18, 2023, City Council Meeting

Department:

City Council

Attachments:

[12-18-2023 Minutes](#)

Date:

December 27, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

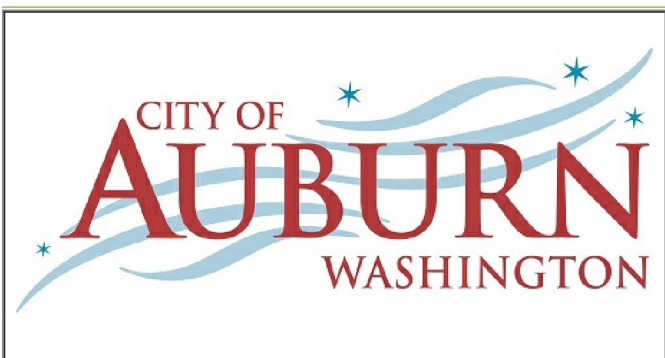
Revised Budget: \$0

Administrative Recommendation:**Background for Motion:****Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: January 2, 2024

Staff:

Item Number: CA.A

	City Council Meeting December 18, 2023 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street and led those in attendance in the Pledge of Allegiance.

IV. Roll Call

Councilmembers present: Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Cheryl Rakes, and Yolonda Trout-Manuel. Deputy Mayor Jeyaraj was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Harry Boesche, Chief of Police Mark Caillier, Director of Finance Jamie Thomas, Director of Public Works Ingrid Gaub, Director of Community Development Jeff Tate, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, Mayor's proclamations, or presentations.

VI. AGENDA MODIFICATIONS

There were no modifications to the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. 2024 CDBG Annual Action Plan Public Hearing (Tate)

City Council to conduct a Public Hearing to consider the Proposed 2024 Annual Action Plan

Mayor Backus opened the Public Hearing at 7:03 p.m.

Virginia Haugen Auburn, WA

Virginia shared her hopes of great things to come for the City.

Mayor Backus closed the Public Hearing at 7:04 p.m.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Steve Auburn, WA

Steve expressed his concerns regarding his civil rights.

Virginia Haugen Auburn, WA

Virginia expressed her gratitude for all the Councilmembers.

C. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Baggett have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

IX. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

- A. Minutes of the December 4, 2023, City Council Meeting
- B. Minutes of the December 11, 2023, Special City Council Meeting

C. Minutes of the December 11, 2023, Study Session Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated December 13, 2023 which includes voucher number 474318 through 474428, in the amount of \$2,312,613.59, three electronic fund transfers in the amount of \$565.99, and six wire transfers in the amount of \$861,461.94

E. Payroll Voucher (Thomas)

Payroll check numbers 539544 through 539549 in the amount of \$83,416.59, electronic deposit transmissions in the amount of \$2,735,510.54, for a grand total of \$2,818,927.13 for the period covering November 30, 2023 to December 13, 2023

F. Annual On-Call Agreements (Gaub)

Approve the Annual On-Call Agreements for Professional Services for 2024

Councilmember Trout-Manuel moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. RESOLUTIONS

A. Resolution No. 5743 (Tate)

A Resolution adopting the 2024 Community Development Block Grant Annual Action Plan for the Consolidated Plan Years 2020-2024

Councilmember Trout-Manuel moved and Councilmember Rakes seconded to adopt Resolution No. 5743.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Resolution No. 5750 (Gaub)

A Resolution authorizing the Mayor to execute and administer an agreement accepting grants from the Washington State Transportation Improvement Board for the Auburn Way South Widening and Regional Growth Center Improvement Projects

Councilmember Brown moved and Councilmember Rakes seconded to adopt Resolution No. 5750.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Executive Session

Mayor Backus adjourned into an executive session at 7:18 p.m. per RCW 42.30.110(1)(c) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price and per RCW 42.30.110(1)(i)(ii) to discuss litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency for 15 minutes. Senior City Staff Attorney Doug Ruth, Real Estate Manager Josh Arndt, Director of Public Works Ingrid Gaub, and Outside Counsel Kennon Williams from Foster Garvey were required to attend.

Mayor Backus reconvened the meeting at 7:44 p.m.

D. Resolution No. 5751

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and the Central Puget Sound Regional Transit Authority for the conveyance of interest real estate

E. Resolution No. 5752

A Resolution authorizing the Mayor to execute a Temporary Construction Easement between the City of Auburn and the Central Puget Sound Regional Transit Authority over City-Owned Property located at 11 A Street NW

Councilmember Brown moved and Councilmember Trout-Manuel seconded to postpone consideration of Resolution No. 5751 and Resolution No. 5752 until the January 2, 2024, City Council Meeting.

MOTION CARRIED UNANIMOUSLY. 6-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Councilmember Baldwin reported she attended the REDI Coalition meeting.

Councilmember Rakes reported she attended the Rainier Middle School Holiday Concert.

Councilmember Trout-Manuel reported she attended the Mountain View

High School Winter Multicultural Event and the Mayor's Open House Event.

B. From the Mayor

Mayor Backus thanked all of the Councilmembers for their service and dedication to the community.

XIV. ADJOURNMENT

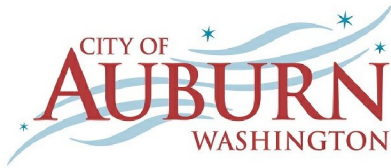
There being no further business to come before the Council, the meeting was adjourned at 7:51 p.m.

APPROVED this 2nd day of January, 2024.

NANCY BACKUS, MAYOR

Hannah Scholl, Deputy City Clerk

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers (Thomas)

Date:

December 13, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:**Background Summary:**

Claims voucher list dated December 27, 2023 which includes voucher number 474429 through 474568, in the amount of \$6,596,184.09, four electronic fund transfers in the amount of \$338.63, and three wire transfers in the amount of \$217,677.57.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

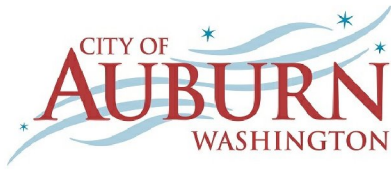
Staff:

Thomas

Meeting Date: January 2, 2024

Item Number:

CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

December 13, 2023

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:**

Approve Payroll Vouchers.

Background Summary:

Payroll check numbers 539550 through 539554 in the amount of \$766,035.84, electronic deposit transmissions in the amount of \$2,417,513.96, and also a special payroll for Unsubstantiated VEBA claims with electronic deposit transmission in the amount of \$2,229.30 for a grand total of \$3,185,779.10 for the period covering December 14, 2023 to December 27, 2023.

Reviewed by Council Committees:

Councilmember: Kate Baldwin

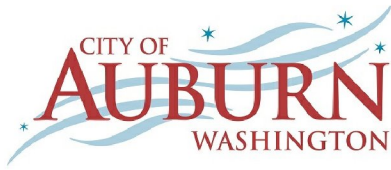
Staff:

Thomas

Meeting Date: January 2, 2024

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Special Focus Area Assignment (Council)

Department:

City Council

Attachments:

[2024 Special Focus Areas](#)

Date:

December 27, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background for Motion:****Background Summary:****Reviewed by Council Committees:****Councilmember:**

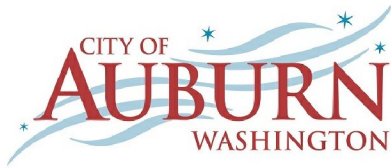
Meeting Date: January 2, 2024

Staff:

Item Number: NB.A

SPECIAL FOCUS AREAS

COMMUNITY WELLNESS	FINANCE AND INTERNAL SERVICES	PUBLIC WORKS & COMMUNITY DEVELOPMENT	MUNICIPAL SERVICES
HEALTH EQUITY AND WELLNESS NEIGHBORHOOD SERVICES HOMELESSNESS PREVENTION HOUSING POLICY SOCIAL SERVICES DIVERSITY, EQUITY & INCLUSION CULTURAL ARTS & COMMUNITY EVENTS	FACILITIES TECHNOLOGY PROPERTY MANAGEMENT RISK MANAGEMENT & INSURANCE FISCAL SUSTAINABILITY	UTILITIES TRANSPORTATION ENVIRONMENTAL POLICY LAND USE & DEVELOPMENT AIRPORT PARK DEVELOPMENT ECONOMIC DEVELOPMENT RIGHT OF WAY MANAGEMENT	PUBLIC SAFETY COURTS RECREATION, MUSEUM & SR SERVICES ANIMAL CONTROL EMERGENCY PLANNING CEMETERY COMMUNICATIONS
Chair Councilmember Vice Chair Councilmember	Chair Councilmember Vice Chair Councilmember	Chair Councilmember Vice Chair Councilmember	Chair Councilmember Vice Chair Councilmember
SFA Liaison	SFA Liaison	SFA Liaison	SFA Liaison
Director of Community Development Jeff Tate	Director of Finance Jamie Thomas	Director of Public Works Ingrid Gaub	Director of Human Resources and Risk Management Candis Martinson
2024 MEETING DATES	2024 MEETING DATES	2024 MEETING DATES	2024 MEETING DATES
February 24 April 22 June 24 August 26 October 28 December 23	January 8 March 11 May 13 July 8 September 9 November 12	January 22 March 25 May 28 July 22 September 23 November 25	February 12 April 8 June 10 August 12 October 14 December 9



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5754 (Boesche)

Date:

December 27, 2023

Department:

Legal

Attachments:

[Resolution No. 5754](#)

[2nd Amendment to Garbage/Waste Services](#)

[Contract](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5754.

Background for Motion:

Nearly 16,000 pounds of trash, debris and other garbage are removed from the streets, parking lots and trails of Auburn per month under this contract. By ensuring that this work remains funded we are showing we care for the health, safety, wellbeing and the overall appearance of our City.

Background Summary:

Utilizing American Rescue Plan Act ("ARPA") funds authorized through Ordinances 6832 and 6850, the City of Auburn issued a Request for Proposals ("RFP") for additional garbage and waste cleanup services to aid in the City's post COVID-19 economic recovery. The City evaluated proposals received and determined that the proposal submitted by Totem Logistics Inc. (d/b/a) Junk King ("Junk King") best met the City's proposal requirements and the needs and goals of the City. The initial contract ("Contract") was for an amount not to exceed \$350,000. On October 4th, 2023, the parties amended the Contract adding an additional \$95,000 of City budgeted ARPA funds to the compensation limit, increasing the total not to exceed compensation limit of the Contract to \$450,000 ("1st Amendment"). The ARPA funds for this work are now exhausted and the compensation limit has again been reached. This "2nd Amendment" will increase the not to exceed limit of the contract, this time by \$225,000 bringing the total contract amount up to \$670,000.

Where the original Contract and the 1st Amendment were funded by ARPA funds, this 2nd Amendment will be funded by the City's solid waste enterprise fund, no general fund monies will be used.

Through December 15, 2023, nearly 195,000 pounds of trash and garbage have been collected under the this Contract. Not approving this 2nd Amendment will result in an interruption of this service resulting in not only a substantial negative visual appearance throughout the City, but a health and safety impact as well.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Meeting Date: January 2, 2024

Staff: Boesche
Item Number: RES.C

RESOLUTION NO. 5754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF AUBURN AND TOTEM LOGISTICS, INC. RELATED TO GARBAGE/WASTE CLEANUP SERVICES

WHEREAS, following a City issued request for proposals, the City entered a December 6, 2022 agreement for \$350,000 in garbage and waste cleanup services with Totem Logistics, Inc. (d/b/a Junk King, "Junk King");

WHEREAS, section 17 of the agreement permits the parties to amend it in writing. After about a year of satisfactory agreement performance by Junk King, the parties entered a first amendment to the agreement on October 4, 2023, increasing its compensation limit to \$445,000; and

WHEREAS, the City has reached the first amendment's compensation limit, and the City needs additional ongoing garbage and waste cleanup services from Junk King. Accordingly, after reviewing the performance history under the agreement the parties wish to amend it a second time to increase the agreement's compensation limit by an additional \$225,000 (for a total not to exceed amount of \$670,000). The proposed second amendment to the agreement is attached to this resolution as Exhibit A;

WHEREAS, the agreement and the first amendment to it were funded by City budgeted American Rescue Plan Act (ARPA) funds, that are now

exhausted. City funding for the proposed second amendment is available through the City's solid waste fund;

WHEREAS, enacting this second amendment to the Agreement will enable Junk King to continue providing its garbage and waste cleanup services throughout the City, which is in the best interests of the City and the health and safety of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to sign a second amendment to the garbage/waste cleanup services agreement between the City and Totem Logistics, Inc., in accordance with Exhibit A to this Resolution.

Section 2. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this _____ day of _____, 2024.

CITY OF AUBURN

NANCY BACKUS
MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Harry Boesche, Acting City Attorney

Totem Logistics Inc. – Garbage/Waste Cleanup Services
Second Amendment – Budget Increase

THIS AMENDMENT is made and entered into on this _____ of _____, 202____ by and between the **CITY OF AUBURN (“City”)**, a municipal corporation of the State of Washington, and **Totem Logistics Inc, DBA Seattle Junk King. (“Contractor”)**, to amend the Contract for Services Agreement between the parties dated December 6, 2022.

RECITALS:

1. On December 6, 2022, the City and the Contractor entered into a contract for services (COA 2023-2024 Garbage/Waste Cleanup Services or “Original Contract”) which included a not to exceed compensation amount of \$350,000 based on the anticipated work and the available City budget at the time.
2. Section 17 of the Original Contract allows for amendments and modifications to be executed in writing by both parties.
3. On October 4, 2023 the Parties amended the Original Contract to increase the compensation limit to \$445,000. The Original Contract and the amendment are collectively herein referred to as the “Contract”.
4. The Parties again wish to amend the Contract to increase the compensation limit by an additional \$225,000, bringing the total not to exceed compensation limit to \$670,000.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the Parties agree to amend the Contract as follows:

1. Section 3 of the Contract (entitled “Compensation”) is amended to read:

Compensation

As compensation for the Contractor’s performance of the services provided for in this Contract, the City will pay the Contractor the fees and costs at the costs and rates described in **Exhibit B** subject to additions and deductions by Change Order as provided in the contract documents. These payments will be full compensation for work performed or services rendered for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. The payment includes sales tax, if any. No payment shall be remitted by the City to the Contractor for any billing cycle until the City has received and approved of a Statement of Intent to Pay Prevailing Wages form for the entire project and appropriate billing cycle payrolls have been approved by the State Department of Labor & Industries.

The Contractor will submit invoices to the City in the manner and on or before those dates described in **Exhibit B**. A sample invoice is attached to this Contract as **Exhibit C**. Upon acceptance of the invoice and receipt of the required intent and certified payrolls, the City will process the invoice in the next billing/claim cycle. **This Contract number (# COA 2023-2024 Garbage/Waste Cleanup Services Contract) must appear on all invoices**

submitted. Copies of original supporting documents will be supplied to the City upon request.

Unless otherwise agreed to in writing the total contract compensation to Contractor shall not exceed ~~FOUR SIX HUNDRED FORTY FIVE SEVENTY~~ **THOUSAND DOLLARS AND 00/100 (\$445670,000.00)**. The Contractor will not undertake any work or otherwise financially obligate the City in excess of this amount without prior written authorization consistent with this Contract.

2. EXHIBIT B to the Contract (entitled "Payment Terms") is amended to read:

**EXHIBIT B
Payment Terms**

Unless otherwise agreed to in writing the total contract compensation to Contractor shall not exceed ~~FOUR SIX HUNDRED FORTY FIVE SEVENTY~~ **THOUSAND DOLLARS AND 00/100 (\$445670,000.00)**.

Work shall be invoiced by the Contractor based upon semimonthly billing cycles. The first billing cycle of the month shall include dumping fees, hours of work performed at the contract rates shown below and any other appropriate billing expenses incurred from the 1st through the 15th calendar day of the month with the second billing cycle to include dumping fees, work performed and any other appropriate billing expenses incurred from the 16th through the last calendar day of the month.

Contract Rates

Description	Unit	Unit Proposal
Bid Item 1 – Hourly Wage:		
Administrative Personnel	Per Hour	\$ <u>110.00</u>
Lead Onsite Technician	Per Hour	\$ <u>99.40</u>
Junior Onsite Technician	Per Hour	\$ <u>88.04</u>
Equipment Operator	Per Hour	\$ <u>131.86</u>
Truck Driver	Per Hour	\$ <u>125.31</u>
*Bid Item 2 – Material Disposal	Per Ton	\$ <u>165.61</u>

**King County Dump Fees effective January 1, 2022, but subject to change.*

The Contractor shall endeavor to have invoices submitted to the City by the 23rd calendar day of the month for work performed in the months first semimonthly billing cycle (1st – 15th) and by the 8th calendar day of the month following the second semimonthly billing cycle (16th – last day of the month). All invoices submitted by the Contractor shall be in a form similar to that depicted in **Exhibit C** below or some other form acceptable to the City. Included with all invoices submitted to the City shall be the certified payroll approved by

Washington State Labor & Industries. Upon receipt of each invoice submitted by the Contractor, the City shall work diligently to review and approve of said invoice or request additional documentation from the Contractor. Upon approval of a submitted invoice the City will process the invoice for payment in the City's next available check run.

All invoices should be submitted to the City's designated contract representative and in the manner described in Section 12 of the Contract.

3. All other terms of the Contract are to remain the same.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date set forth above.

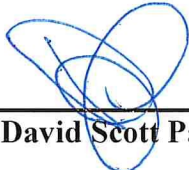
CITY OF AUBURN	TOTEM LOGISTICS INC, DBA: SEATTLE JUNK KING
Nancy Backus, Mayor	 David Scott Page, President
Approved as to form:	
Harry Boesche, Acting City Attorney	

EXHIBIT C
Sample Invoice

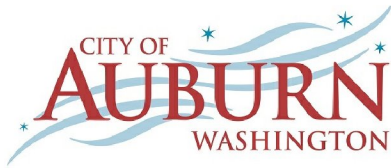
Contract Number: COA 2023-2024 Garbage/Waste Cleanup Services Contract
Contract Date: 12/31/2022
Total Contract Amount: \$350,000

Invoice #: 0001
Invoice Date: 01/23/2023
Remaining Contract Amount: \$325,500.40
Work Performed Date: 01/02/2023 – 01/15/2023

- 1) Hours Worked & Hourly Wage
 - a. Administrative (total ##hrs x \$110.00/hr).....\$XXXX
 - b. Lead Technician (total ##hrs x \$99.40/hr).....\$XXXX
 - c. Junior Technicians (total ##hrs x \$88.64/hr).....\$XXXX
 - d. Truck Driver (total ##hrs x \$125.31/hr).....\$XXXX
 - e. Equipment Operator (total ##hrs x \$131.86/hr).....\$XXXX
- 2) Material Disposal (total weight @ \$165.61 per ton).....\$XXXX

AMOUNT DUE.....\$XXXXX

Remaining Contract Balance after Payment.....\$XXXXXX



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5755 (Gaub)

Date:

December 27, 2023

Department:

Public Works

Attachments:

[Resolution No. 5755](#)

[Example State Funding Agreement](#)

[Project Vicinity Map](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to adopt Resolution No. 5755.

Background for Motion:

This Resolution accepts grant funding awarded to the City by Washington State Department of Transportation (WSDOT) totaling \$782,477 to support the implementation the Lea Hill Safe Routes to School Project that will construct new sidewalks and other improvements on portions of 124th Avenue SE and SE 304th Street near Hazelwood and Lea Hill Elementary schools.

Background Summary:

Resolution No. 5755 accepts grant funding awarded to the City by WSDOT totaling \$782,477 to support the implementation the Lea Hill Safe Routes to School Project that will construct new sidewalks and other improvements on portions of 124th Avenue SE and SE 304th Street near Hazelwood and Lea Hill Elementary schools. Project improvements include nearly 500 feet of new sidewalk, an enhanced pedestrian crossing, and improved sidewalk and street lighting on SE 304th Street between 116th Avenue SE and 121st Place SE and approximately 400 feet of new sidewalk and improvement sidewalk and street lighting on 124th Avenue SE between SE 307th Place and SE 310th Street. Project design is currently underway and construction is planned to begin in late summer 2024.

Reviewed by Council Committees:

Councilmember: Larry Brown

Staff:

Gaub

Meeting Date: January 2, 2024

Item Number:

RES.D

RESOLUTION NO. 5755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER AN AGREEMENT ACCEPTING A GRANT FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND FEDERAL HIGHWAY ADMINISTRATION FOR THE LEA HILL SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City applied for, and has been awarded, a competitive grant to fund the Lea Hill Safe Routes to School Project (Project) that will design and construct improvements to the City's transportation systems;

WHEREAS, the Project is included in the City's Transportation Improvement Program (TIP) as Lea Hill Safe Routes to School (N-11);

WHEREAS, the total estimated grant funds awarded for the Project is approximately \$782,477 and the total local match required is approximately \$215,000 which are available from City funds as shown in the TIP.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute administer a grant agreement with the Washington State Transportation of Transportation for a total of \$782,477 or any other amount authorized by WSDOT for the Project as long as local matching funds are available.

Section 2. The Mayor is authorized to negotiate, enter, and administer agreements to spend the grant funds for the Project, and to implement other administrative procedures necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force on passage and signatures.

Dated and Signed this _____ day of _____, 2024.

CITY OF AUBURN

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

Harry Boesche, Acting City Attorney



Agency

Address

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For 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) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) 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

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate

☐ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	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)	0.00	0.00	0.00

Agency Official

By

Title

Agency Date

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 60 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

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) "Regal Road", (Length) "1.2 miles", (Termini) "Smith Road to Main Street"
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: "Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue."
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project's Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project's period of performance and add three years to determine the "Project Agreement End Date".

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the "Project Agreement End Date". For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the "Project Agreement End Date".
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

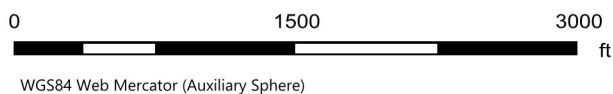
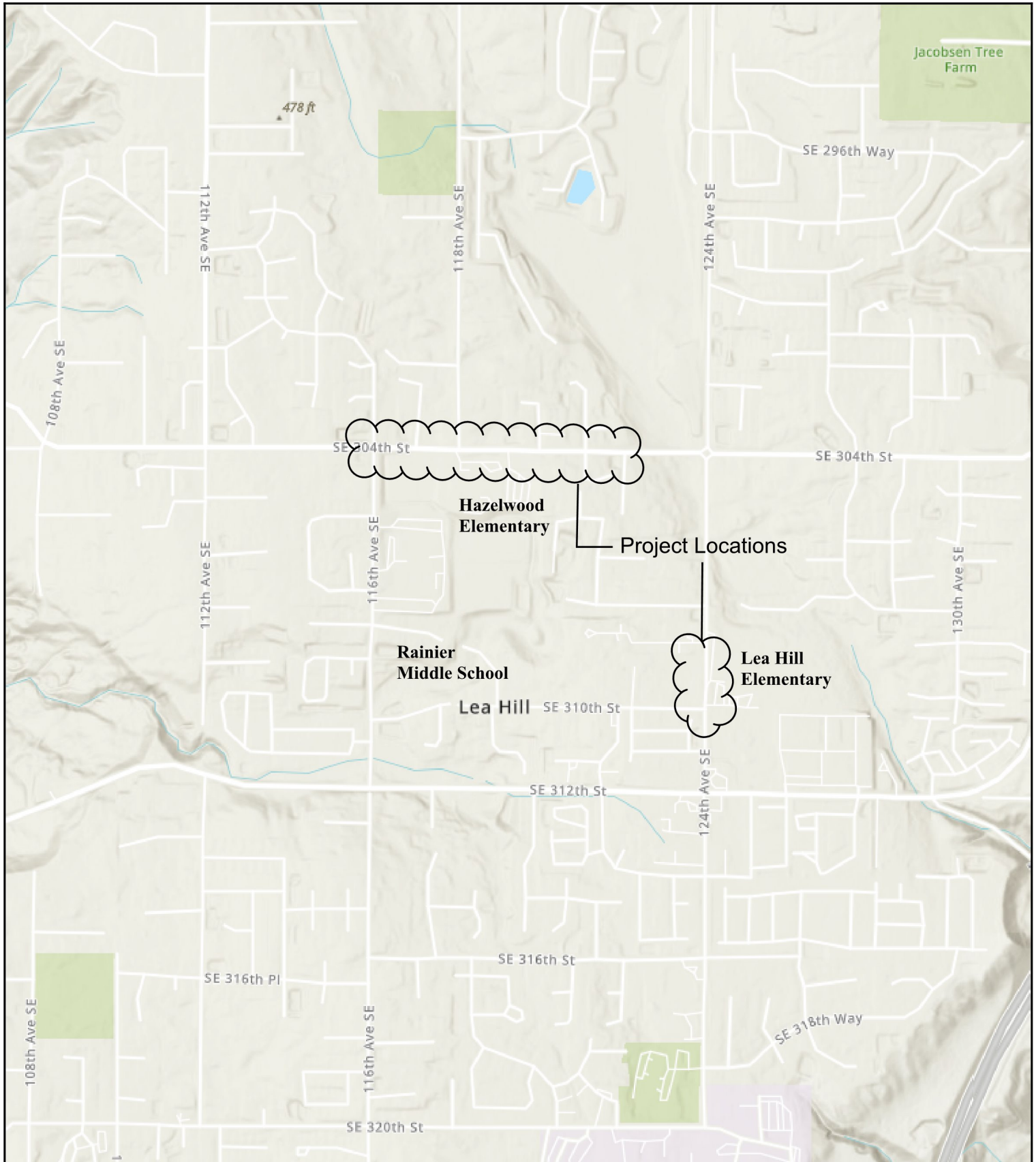
- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - Method “A”** is used when the state administers the contract for the agency.
 - Method “B”** is also used when the state administers the contract for the agency.
 - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.

Lea Hill Safe Routes to Schools Project

Printed On: 12/26/2023
Map created by City of Auburn eGIS



1: 18056



Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.