 <p><b>CITY OF AUBURN WASHINGTON</b></p>	<p><b>City Council Meeting May 21, 2018 - 7:00 PM City Hall Council Chambers AGENDA Watch the meeting LIVE!</b></p> <p><b>Watch the meeting video</b> Meeting videos are not available until 72 hours after the meeting has concluded.</p>
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**I. CALL TO ORDER**

- A. Pledge of Allegiance
- B. Roll Call

**II. AGENDA MODIFICATIONS**

**III. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

- A. Public Hearings - (No public hearing is scheduled for this evening.)
- B. Audience Participation

*This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.*

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

**IV. 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.**

**V. 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 May 7, 2018 Regular City Council Meeting
- B. Claims Vouchers (Coleman)  
Claims vouchers 448715 through 448920 in the amount of \$4,611,953.69 and two wire transfers in the amount of \$583,828.14 and dated May 21, 2018.
- C. Payroll Vouchers (Coleman)  
Payroll check numbers 537895 through 537921 in the amount of \$228,912.24 and electronic deposit transmissions in the amount of \$2,001,636.22 for a grand total of \$2,230,548.46 for the period covering May 3, 2018 to May 16, 2018.

***(RECOMMENDED ACTION: City Council approve the Consent Agenda.)***

## VI. UNFINISHED BUSINESS

## VII. NEW BUSINESS

## VIII. ORDINANCES

### A. Ordinance No. 6683 (Heid)

An Ordinance of the City Council of the City of Auburn, Washington, repealing Section 2.30.040 of the Auburn City Code relating to the limitation on serving on more than one board or commission

***(RECOMMENDED ACTION: City Council adopt Ordinance No. 6683.)***

## IX. RESOLUTIONS

### A. Resolution No. 5365 (Roscoe)

A Resolution of the City Council of the City of Auburn, Washington, confirming the appointment of Steven L. Gross as City Attorney for the City of Auburn, Washington

***(RECOMMENDED ACTION: City Council adopt Resolution No. 5365.)***

### B. Resolution No. 5368 (Hinman)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an Interlocal Agreement between the City of Auburn and Green River College for the purpose of providing small-business education and training

***(RECOMMENDED ACTION: City Council adopt Resolution No. 5368.)***

### C. Resolution No. 5369 (Gaub)

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to accept federal grant funds to be administered through the Washington State Department of Transportation for the A Street SE Preservation Project

***(RECOMMENDED ACTION: City Council adopt Resolution No. 5369.)***

## X. MAYOR AND COUNCILMEMBER REPORTS

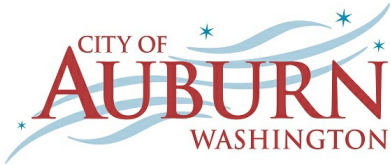
*At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.*

### A. From the Council

### B. From the Mayor

## XI. ADJOURNMENT

*Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.aubumwa.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 May 7, 2018 Regular City Council Meeting

Date:  
May 16, 2018

Department:  
Administration

**Attachments:**  
[5-07-2018 Minutes](#)

Budget Impact:  
Current Budget: \$0  
Proposed Revision: \$0  
Revised Budget: \$0

Administrative Recommendation:

Background Summary:

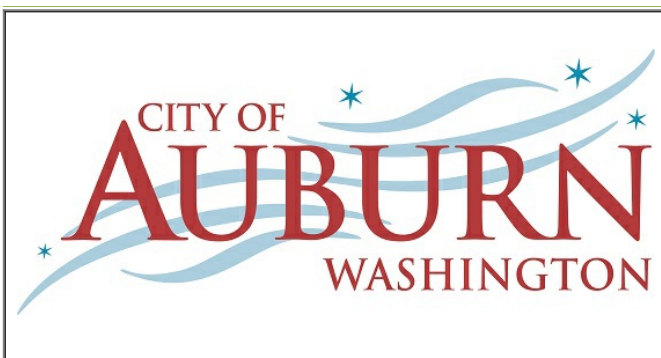
Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: May 21, 2018

Item Number: CA.A



**City Council Meeting  
May 7, 2018 - 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.

## **I. CALL TO ORDER**

### **A. Pledge of Allegiance**

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

### **B. Roll Call**

Councilmembers present: Deputy Mayor Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel, Largo Wales. Councilmember Larry Brown was excused.

The following department directors and staff members were present: City Attorney Daniel B. Heid, Parks, Arts and Recreation Director Daryl Faber, Human Resource and Risk Management Director Rob Roscoe, Compensation and Employee Relations Manager Aaron Barber, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Director of Public Works Randy Bailey, Chief of Police Bob Lee, Customer Care Manager Brenda Goodson-Moore, Solid Waste and Recycling Supervisor Joan Nelson and Deputy City Clerk Shawn Campbell.

## **II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

### **A. Affordable Housing Week Proclamation**

Deputy Mayor Baggett read and presented the proclamation declaring May 14-18 as Affordable Housing Week in the City of Auburn to Joseph Mayo, Danielle Levy and Shelly Pricco from the Housing Development Consortium.

Mr. Mayo stated he also represents Habitat for Humanity and the King County Veterans Program and thanked Council for their support for affordable housing. Ms. Pricco thanked Council for the proclamation and their dedication to NEXUS house.

### **B. Police Week Proclamation**

Deputy Mayor Baggett read and presented a proclamation declaring May 13-19, 2018 as Police Week in the City of Auburn to Chief of Police Bob Lee.

Chief Lee thanked Mayor, Council and the citizens of Auburn for their support. Chief Lee noted nationally 131 officers were killed in the line of duty in 2017 and 51 to date in 2018. He would like that number to be lower in the future.

C. National Public Works Week

Deputy Mayor Bob Baggett read and presented a proclamation declaring May 20-26, 2018 as National Public Works Week in the City of Auburn to Assistant Director's Ingrid Gaub and Randy Bailey.

Assistant Director Gaub stated she and Assistant Director Bailey are very proud of the Public Works staff and thanked the Mayor and Council for their support.

### III. APPOINTMENTS

A. Civil Service Commission

City Council to confirm the following appointment to the Civil Service Committee:

**David Menke**

City Council to confirm the appointment of a new three year term to expire December 31, 2020 for David Menke to serve on the Civil Service Commission.

Deputy Mayor Baggett noted there was a scrivener's error on the printed agenda. The terms for the Civil Service Commission are six year terms and this proposed appointment will expire in 2023.

Councilmember Holman moved and Councilmember Peloza seconded to confirm the appointment of David Menke to the Civil Service Commission.

MOTION CARRIED UNANIMOUSLY. 6-0

B. BIA Committee

City Council to confirm the following reappointment's to the BIA Committee:

**Ruth Neil-Stover**

Reappointment as an alternate position for a three year term to expire on December 31, 2020

**Bob Klontz**

Reappointment as a board member for a three year term to expire December 31, 2020.

Councilmember Holman moved and Councilmember DaCorsi seconded to

confirm the appointment of Ruth Neil-Stover and Bob Klontz to the Business Improvement Area Committee.

MOTION CARRIED UNANIMOUSLY. 6-0

#### IV. **AGENDA MODIFICATIONS**

An updated version of Resolution No. 5366 was provided to Council.

#### V. **CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE**

##### A. **Public Hearings - (No public hearing is scheduled for this evening.)**

##### B. **Audience Participation**

*This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.*

Laura Mosier, 701 2nd Street NW, Auburn

Ms. Mosier spoke about the City's relationship with Waste Management. She requested the Council not approve the resolution to go out for an RFP for garbage services and join with Waste Management in negotiations on a new contract.

Rachel Hunt, 31835 118th Place SE, Auburn

Ms. Hunt is concerned with traffic issues in her neighborhood caused by students from Green River College. She asked Council to help facilitate a solution.

Val Erikson, 535 M Street, Auburn

Ms. Erikson requested the City purchase property located at 601 M Street. She stated the property is historical and could be used as park land.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen would like the City to purchase the property located at 601 M Street NE. King County has designated the property as historically significant property and she would like the City to save the trees.

Berry Carr, 701 2nd ST NW, Auburn

Mr. Carr stated he is a driver for Waste Management and he lives in the City of Auburn. He requested the City try negotiations with Waste Management prior to going out for an RFP.

##### C. **Correspondence**

There was no correspondence for Council review.

#### VI. **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.**

Councilmember DaCorsi, chair of the Roads Projects ad hoc committee, reported the Committee will be meeting on May 14, 2018.

Councilmember Holman, Vice Chair of the Finance ad hoc committee, reported he and Councilmember Brown reviewed claim vouchers totaling approximately \$2.6 million and payroll for the period of April 12 to May 2 in the approximate amount of \$2.4 million and recommend approval.

## VII. **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 November 6, 2017 Special City Council Meeting
- B. Minutes of the April 16, 2018 Regular Council Meeting
- C. Claims Vouchers (Coleman)  
Voucher Numbers 448444 through 448714 in the amount of \$1,877,963.65 and six wire transfers in the amount of \$702,650.21 and dated May 7, 2018.
- D. Payroll Vouchers (Coleman)  
Payroll check numbers 537879 through 537894 in the amount of \$511,608.24, electronic deposit transmissions in the amount of \$1,897,500.77 for a grand total of \$2,409,109.01 for the period covering April 12, 2018 to May 2, 2018.
- E. Public Works Project No. CP1521  
City Council to award Contract No. 18-03, to CPM Development Corporation DBA ICON Materials on their low bid of \$2,124,738.75 for Project No. CP1521 – 15th Street NE/NW Preservation  
  
Councilmember Pelosa moved and Councilmember Trout-Manuel seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

## VIII. **UNFINISHED BUSINESS**

There was no unfinished business.

## IX. **NEW BUSINESS**

There was no new business.

## X. **ORDINANCES**

- A. Ordinance No. 6681 (Roscoe)  
An Ordinance of the City of Auburn, Washington, amending Chapter 2.08 of the Auburn City Code, relating to the Independent Salary Commission

Councilmember Holman moved and Councilmember Trout-Manuel seconded to approve Ordinance No. 6681.

Councilmember Holman stated the proposed ordinance includes setting the Mayor's salary as part of the duties of the Independent Salary Commission.

Councilmember Pelozo stated that prior to having the Independent Salary Commission Councilmembers could receive different rates of pay. He is in favor of adding the Mayor's salary to the duties of the Independent Salary Commission.

Councilmember Wales stated she does not think people who the Mayor appoints should set her salary. She acknowledged that the Council does confirm the appointments to the Independent Salary Commission, but the Council does not typically oppose the Mayor's appointments. She does not feel it is fair to have a person the Mayor appoints set her salary.

MOTION CARRIED 5-1 Councilmember Wales voted no.

## XI. RESOLUTIONS

### A. Resolution No. 5366 (Coleman)

A Resolution of the City Council of the City of Auburn, Washington, ratifying the cancelation of the request for bids authorized by Resolution 5210 and expressing the City's intent to extend the term of all solid waste collection contracts and seek a new contract through a competitive proposal process

Councilmember Pelozo moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5366.

Councilmember Pelozo stated this item has been discussed many times. The proposed resolution will provide the necessary process to have haulers submit a Request for Proposal that will include the whole City under one contract.

Councilmember Wales stated she does not support the City going out for an RFP for garbage services at this time. She thinks there is good customer service with the current hauler. She requested the City negotiate in good faith with Waste Management.

MOTION CARRIED 4-2, Councilmembers Trout-Manuel and Wales voted no.

Councilmember Pelozo noted a scrivener's error in the Resolution the title should read Proposal (RFP) Process.

### B. Resolution No. 5367 (Heid)

A Resolution of the City Council of the City of Auburn, Washington, amending the City



Council Rules of Procedure as adopted by Ordinance No. 5802 and amended by Resolution Numbers 4282, 4429, 4467, 4615, 4686, 4740, 4813, 4909, 5105, 5112, 5115, 5217, 5240 and 5283

Deputy Mayor Baggett moved and Councilmember Holman seconded to adopt Resolution No. 5367.

Deputy Mayor Baggett stated this item has been discussed at the previous study session.

Councilmember Holman stated many of the proposed changes were made at the suggestion of Professional Registered Parliamentarian (PRP) Ann McFarland. The changes clarify the rules and make them easier to follow.

MOTION CARRIED UNANIMOUSLY. 6-0

## XII. **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 DaCorsi reviewed the Affordable Housing Advisory Board report.

Councilmember Pelozo reported he attended a WRIA9 meeting where they discussed the decline in Chinook Salmon.

Deputy Mayor Baggett reported he attended the Pierce County Cities and Towns Association meeting, the Pierce County Health Department meeting and the Veterans Challenge Coin luncheon.

### B. **From the Mayor**

Mayor Backus was not in attendance.

## XIII. **ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 8:10 p.m.

APPROVED this 21st day of May, 2018.

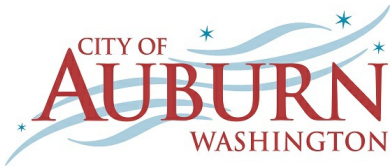
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NANCY BACKUS, MAYOR

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Shawn Campbell, Deputy City Clerk

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## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Vouchers (Coleman)

**Date:**

May 16, 2018

**Department:**

Finance

**Attachments:**

No Attachments Available

**Budget Impact:**

**Administrative Recommendation:**

City Council approve claims vouchers.

**Background Summary:**

Claims vouchers 448715 through 448920 in the amount of \$4,611,953.69 and two wire transfers in the amount of \$583,828.14 and dated May 21, 2018.

**Reviewed by Council Committees:**

**Councilmember:**

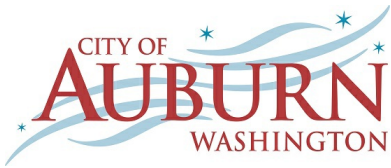
**Staff:**

Coleman

**Meeting Date:** May 21, 2018

Item Number:

CA.B



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Payroll Vouchers (Coleman)

**Date:**

May 16, 2018

**Department:**

Finance

**Attachments:**

**No Attachments Available**

**Budget Impact:**

**Administrative Recommendation:**

City Council approve payroll vouchers.

**Background Summary:**

Payroll check numbers 537895 through 537921 in the amount of \$228,912.24 and electronic deposit transmissions in the amount of \$2,001,636.22 for a grand total of \$2,230,548.46 for the period covering May 3, 2018 to May 16, 2018.

**Reviewed by Council Committees:**

Finance

**Councilmember:**

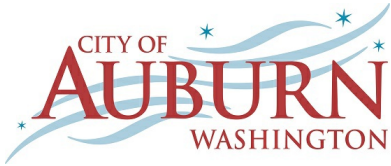
**Staff:**

Coleman

**Meeting Date:** May 21, 2018

**Item Number:**

CA.C



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Ordinance No. 6683 (Heid)

**Department:**

City Attorney

**Attachments:**

[Ordinance No. 6683](#)

**Date:**

May 16, 2018

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council adopt Ordinance No. 6683.

**Background Summary:**

Ordinance No. 6683 was reviewed at the April 30, 2018 Council study session.

**Reviewed by Council Committees:**

**Councilmember:**

**Meeting Date:** May 21, 2018

**Staff:**

Item Number: ORD.A

**ORDINANCE NO. 6683**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, REPEALING SECTION 2.30.040 OF THE AUBURN CITY CODE RELATING TO THE LIMITATION ON SERVING ON MORE THAN ONE BOARD OR COMMISSION

WHEREAS, because the City Council was interested in providing increased opportunities for citizens and residents of the City who would like to serve on city boards or commissions, the City Council adopted its Ordinance No. 6649, placing a limitation of not more than six months for persons serving on more than one board or commission; and

WHEREAS, notwithstanding best intentions, there are occasions when the City has experienced vacancies on some boards and commissions at the same time, the City has people interested in filling vacancies, who happen to also be serving on another board or commission; and

WHEREAS, experience has shown that the City could benefit from having the flexibility of being able to fill board or commission, vacancies with persons serving on another board or commission.

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

**SECTION 1. REPEAL OF SECTION OF CITY CODE.** Section 2.30.040 of the Auburn city code be, and the same hereby is, repealed.

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

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof

to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_


**CITY OF AUBURN**

ATTEST:

\_\_\_\_\_  
NANCY BACKUS, MAYOR

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

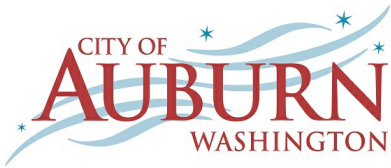
  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

Published: \_\_\_\_\_

CODE TEXT BEING REPEALED

2.30.040 Limitation on serving on more than one board or commission.

No person may serve on more than one board or commission of the city as set forth in this title for a period of more than six months. (Ord. 6649 § 9, 2017.)



**AGENDA BILL APPROVAL FORM**

Agenda Subject:  
Resolution No. 5365 (Roscoe)

Date:  
May 10, 2018

Department:  
Human Resources

**Attachments:**  
[Resolution No. 5365](#)

Budget Impact:  
Current Budget: \$0  
Proposed Revision: \$0  
Revised Budget: \$0

Administrative Recommendation:  
City Council adopt Resolution No. 5365.

Background Summary:

Reviewed by Council Committees:

Councilmember:  
Meeting Date: May 21, 2018

Staff: Roscoe  
Item Number: RES.A



**RESOLUTION NO. 5365**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, CONFIRMING THE APPOINTMENT OF STEVEN L GROSS AS CITY ATTORNEY FOR THE CITY OF AUBURN, WASHINGTON

WHEREAS, pursuant to Section 2.03.040, Paragraph C, of the City Code, the appointment or termination of the City Attorney shall be subject to confirmation by a majority of the members of the City Council; and

WHEREAS, with the impending retirement of Daniel B. Heid from his position of City Attorney for the City of Auburn, the City sought qualified applicants for the replacement of this position; and

WHEREAS, as a result of the City's recruitment efforts, the Mayor has selected former Auburn Assistant City Attorney, Steven L. Gross (currently the City Attorney for the City of Port Townsend, Washington) as the next City Attorney for the City of Auburn.

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

**Section 1. Confirmation.** The appointment of Steven L. Gross as City Attorney for the City of Auburn is hereby confirmed.

**Section 2. Implementation.** The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force on the 25<sup>th</sup> day of June, 2018, and upon passage and signatures hereon.

DATED and SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

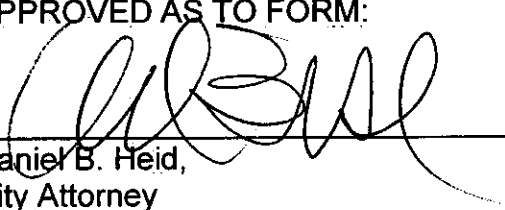
CITY OF AUBURN

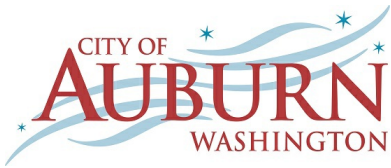
ATTEST:

\_\_\_\_\_  
NANCY BACKUS  
MAYOR

\_\_\_\_\_  
Danielle E. Daskam,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid,  
City Attorney



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5368 (Hinman)

**Date:**

May 16, 2018

**Department:**

Administration

**Attachments:**

[Resolution No. 5368](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council adopt Resolution No. 5368.

**Background Summary:**

Resolution No. 5368 was discussed at the May 14, 2018 Council study session.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:**

Hinman

**Meeting Date:** May 21, 2018

**Item Number:**

RES.B

**RESOLUTION NO. 5 3 6 8**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND GREEN RIVER COLLEGE FOR THE PURPOSE OF PROVIDING SMALL-BUSINESS EDUCATION AND TRAINING

WHEREAS, the City of Auburn (the City), has entered into an agreement with the Port of Seattle to accept grant funds from the Port of Seattle to be used for Economic Development purposes; and

WHEREAS, the City has, with the Port of Seattle grant funds, opened and currently operates a Business Incubator; and

WHEREAS, the purpose of the Business Incubator is to provide office space and support assistance to small businesses and start-up businesses; and

WHEREAS, the grant funds from the Port of Seattle permit expenditure for small business training and workshops; and

WHEREAS, Green River College has a Small Business Center and a Small Business Development Center which can provide business expertise, support services, and business training and workshop opportunities; and

WHEREAS, the City desires to contract with Green River College to provide certain business support, training, workshop, and ancillary services in connection with the City's Business Incubator; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

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

**Section 1.** The Mayor is hereby authorized to execute an Interlocal Agreement with Green River College for the purpose of providing small business educational trainings and courses, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

**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.** This Resolution shall take effect and be in force upon passage and signatures thereon.

DATED and SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF AUBURN**

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NANCY BACKUS, MAYOR

ATTEST:

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Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



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Daniel B. Heid, City Attorney

**INTERLOCAL AGREEMENT**

Between  
The City of Auburn  
And  
Green River College

This Interlocal Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the “City”) and Green River College, a community college district enumerated in Section 28B.50.040 of the Revised Code of Washington (“GRC”), for the purpose of providing business courses, workshops and ancillary support services to members of Auburn’s Innovation Partnership Zones Business Incubator.

WHEREAS, the City has entered into an agreement with the Port of Seattle to accept grant funds from the Port of Seattle to be used for Economic Development purposes; and

WHEREAS, The City has, with the Port of Seattle grant funds, opened and currently operates a Business Incubator; and

WHEREAS, the purpose of the Business Incubator is to provide office space and support assistance to small businesses and start-up businesses; and

WHEREAS, the grant funds from the Port of Seattle permits expenditure for small business training and workshops; and

WHEREAS, Green River College has a Small Business Center and a Small Business Development Center which can provide business expertise, support services, and business training and workshop opportunities; and

WHEREAS, the City desires to contract with Green River College to provide certain business support, training, workshop and ancillary services in connection City’s Business Incubator; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, in consideration of their mutual promises set out in this Agreement, Green River College and the City agree as follows:

**1. Term of Agreement**

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018, unless otherwise terminated pursuant to the provisions in section 6 of this agreement.

**2. Scope of Services by Contractor**

- 2.1. GRC agrees to perform, in a good and professional manner, the tasks described in Exhibit A, attached hereto and incorporated herein by this reference. (The tasks described on Exhibit A shall be individually referred to as a “task,” and collectively referred to as the “services.”)
- 2.2. GRC shall be responsible to provide work products and services of a quality and professional standard acceptable to the City.
- 2.3. GRC hereby represents and warrants that it has all necessary licenses and certifications to perform the services described in Exhibit A, and is qualified to perform such services.

### **3. City Obligations**

In a timely manner that does not delay the services provided by GRC, the City shall:

- 3.1. Designate in writing a person to act as the City’s representative with respect to the services who has complete authority to transmit instructions, receive information, interpret and define the City’s policies, and make decisions regarding the services provided by GRC.
- 3.2. Furnish GRC with all information, criteria, objectives, schedules, and standards for the project(s) necessary for GRC to provide the services described in Exhibit A.
- 3.3. Arrange for access to City property or facilities as needed by GRC for the provision of services as described in Exhibit A.
- 3.4. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by GRC and to timely render decisions regarding such documents to prevent a delay in the provision of services as described in Exhibit A.

### **4. Compensation**

- 4.1. Compensation for the GRC’s performance of the services described in Exhibit A, the City shall pay the GRC the fees and costs specified in Exhibit B, attached hereto and incorporated herein by this reference, or as specified in an addendum.
- 4.2. GRC shall submit to the City an invoice or statement of time spent on tasks included in the scope of work described in Section 2.
- 4.3. After receipt of an invoice from GRC, the City shall process the invoice in the next billing/claim cycle and remit payment to GRC thereafter in the normal course of business, subject to the terms of this Agreement.

## **5. Termination**

The City may terminate this Agreement upon seven (7) days' written notice if the services described in Exhibit A are no longer needed from GRC; provided that GRC shall be compensated for services provided through the end of the following month at the rate described in Exhibit B.

## **6. Insurance Coverage, Indemnification, and Hold Harmless**

6.1 GRC shall maintain insurance coverage, whether through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof, adequate to meet the obligations of this Agreement, including the indemnifications contained herein, and contractual liability coverage of applicable leases, licenses, permits, or agreements.

6.2 Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement. GRC shall indemnify and hold harmless the City from all claims, costs, damages, or expenses arising out of the negligence of GRC. Likewise, the City shall indemnify and hold harmless GRC from all claims, costs, damages, or expenses arising out of the negligence of the City. In the case of negligence of both the City and GRC, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

## **7. Miscellaneous**

7.1. Choice of Law: This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.

7.2. Captions & Headings: The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

7.3. Relationship of the Parties: Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove. No provision of this Agreement shall relieve either party of its public agency obligations and/or responsibilities imposed by law.

7.4. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.



- 7.5. **Integration:** This Agreement constitutes the entire agreement between the parties as to the leasing of the Premises. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- 7.6. **Interpretation:** Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.
- 7.7. **Force Majeure:** No party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.
- 7.8. **Waiver:** The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

**8. Notices, Reports & Correspondence**

- 8.1. All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.
- 8.2. Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.
- 8.3. All notices, reports, and correspondence shall be sent to:

City of Auburn  
 Doug Lein  
 Auburn City Hall  
 25 West Main  
 Auburn, WA 98001-4998  
 (253) 931-3000  
 Fax (253) 288-3132

Contractor  
 Leslie Moore  
 12401 SE 320<sup>th</sup> Street  
 Auburn, WA 98092  
 (253) 288-3375

**9. Signature Authority**

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

**CITY OF AUBURN**

**GREEN RIVER COLLEGE**

\_\_\_\_\_  
Nancy Backus, Mayor

\_\_\_\_\_  
Leslie Moore, Dean of Branch Campuses  
and Continuing Studies

Attest:

\_\_\_\_\_  
Danielle Daskam, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

## EXHIBIT A

### **Scope of Service**

In 2018 the Small Business Center will focus on Auburn clients recommended to the Center by the City and local banks. Small Business billable hours are calculated at \$135 per hour. For a \$20,000 grant, Auburn will receive a minimum of 148 hours of direct client services.

Client hours are calculated for one-on-one technical assistance and for presentations and workshops. Client needs differ in levels of assistance in a given year so the continuation of clients year to year is expected. Client services would take place at the GRC Auburn Center and at the Downtown Incubator.

As all clients are self-selecting, this is the best SBDC estimation of impacts over a 12-month period based on previous years of experience. Actual results are based on a number of factors, not all of which are under the control of the SBDC.

Confidentiality is a chief concern in reporting on SBDC activities. Reporting forms will identify clients by number only and not by company name or owner. Clients referred to the Small Business Center by the City, and who sign a waiver, will be reported by name.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The Small Business Center will focus on these areas of service per the City of Auburn request:

- Business Management
- Marketing Strategies
- Financial and cash flow management
- Business Plan Development

Each of the classes above will be taught at the Auburn Incubator Site at the Auburn Train Station; one two hour class per month from April-December 2018. The yearly schedule will be determined and publicized on the City's website. In addition, Business Advisors will participate in quarterly panel business discussions when invited to do so, schedule permitting.

**Business counseling sessions shall be available at no cost to the client.**

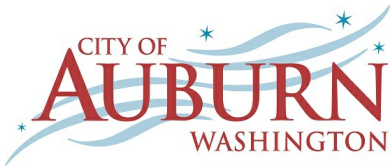
The consultant shall provide quarterly reports to the City and an in-person meeting to discuss services provided and outcomes. Activity reports will be sent quarterly. Billing for services will be sent in four \$5,000 installments in accordance with the billing in Exhibit B, per City request.

Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time those services are performed.

**EXHIBIT B**  
Costs

Compensation for the Contractor's services shall be \$20,000.00 for the term of this Agreement, as follows:

1. Compensation shall be paid according to the following:
  - 1) Five Thousand Dollars (\$5,000) upon Commencement of this Agreement
  - 2) Five Thousand Dollars (\$5,000) on June 1, 2018
  - 3) Five Thousand Dollars (\$5,000) on August 1, 2018
  - 4) Five Thousand Dollars (\$5,000) on October 1, 2018
2. Invoices shall be submitted at the end of the month proceeding payments being due. Quarterly reports will be sent in April, July, October and December and include activities by reference number and task in Exhibit A.
3. Upon receipt of the invoicing described in Section 5.2 of this Agreement, the City shall remit to the party providing the invoice.



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Resolution No. 5369 (Gaub)

**Date:**

May 14, 2018

**Department:**

CD & PW

**Attachments:**

[Resolution No. 5369](#)

[Vicinity Map](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council adopt Resolution No. 5369.

**Background Summary:**

Resolution No. 5369 authorizes the Mayor to accept a federal grant in the amount of \$881,800.00 to finance the design, environmental permitting, and construction phases of the A Street SE Preservation Project. This grant requires a 50% local funding match which is included in proposed budget amendment #6.

This project will grind and overlay A Street SE from East Main Street to 17<sup>th</sup> Street SE, remove unused driveways, and upgrade curb ramps and pedestrian signals (as necessary) to meet ADA requirements.

**Reviewed by Council Committees:****Councilmember:****Staff:**

Gaub

**Meeting Date:** May 21, 2018

Item Number:

RES.C

**RESOLUTION NO. 5369**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT FEDERAL GRANT FUNDS TO BE ADMINISTERED THROUGH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE A STREET SE PRESERVATION PROJECT

WHEREAS, the City desires to improve safety, capacity, and efficiency of the City's street network throughout Auburn; and

WHEREAS, the need for the 'A' Street SE Preservation Project is recognized in Auburn's adopted Transportation Improvement Program; and

WHEREAS, completing each of this project will improve safety, capacity, and efficiency of the City's street network; and

WHEREAS, the City applied for and was awarded the following federal grant to be administered by the Washington State Department of Transportation (WSDOT) with required local funding match percentage as indicated:

- \$881,800.00 to finance the design, environmental permitting, and construction phases of the 'A' Street SE Preservation Project (50% local funding match required);

and

WHEREAS, funding has been made available in the approved City budget to meet the local funding match requirements for the grant; and

WHEREAS, it is in the best interest of the City to use grant monies to finance capital improvements to the transportation system.

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

**Section 1.** That the Mayor is hereby authorized to accept the federal grant for \$881,800.00 for the 'A' Street SE Preservation Project. The Mayor is further hereby authorized to negotiate, finalize and execute the Local Agency Agreement between the City and the Washington State Department of Transportation (WSDOT), in conformity with the WSDOT grant and in substantial conformity with the grant agreement template attached hereto, marked as Exhibit A and incorporated herein by this reference. The Mayor is further hereby authorized to negotiate, finalize and execute any further supplemental agreements consistent with project and grant requirements as may be necessary for any and all future phases of the Project, expending up to the total amount of the grant.

**Section 2.** That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

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

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

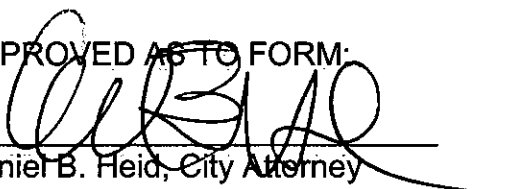
CITY OF AUBURN

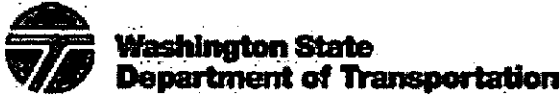
ATTEST:

\_\_\_\_\_  
NANCY BACKUS, MAYOR

\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney



**Local Agency Agreement**

Agency

Address

**CFDA No. 20.205**  
(Catalog or Federal Domestic Assistance)

**Project No.**

**Agreement No.**

For OSC WSDOT Use Only

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

**Project Description**

Name

Length

Termini

Description of Work

Project Agreement End Date

Claiming Indirect Cost Rate

Yes  No

Proposed Advertisement Date

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

Agency Official

Washington State Department of Transportation

By

By

Title

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 hte federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_.

## Provisions

### I. Scope of Work

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

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

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

### II. Delegation of Authority

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

### III. Project Administration

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

### IV. Availability of Records

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

### V. Compliance with Provisions

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

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

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

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

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

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

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

#### **VI. Payment and Partial Reimbursement**

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

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

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

##### **1. Project Construction Costs**

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

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

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

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

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

#### **VII. Audit of Federal Consultant Contracts**

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

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

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

#### **VIII. Single Audit Act**

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

## **IX. Payment of Billing**

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

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

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

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

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

## **XI. Indemnity**

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

## **XII. Nondiscrimination Provision**

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

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

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

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

The Agency also agrees:

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

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

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

### **XIII. Liquidated Damages**

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

### **XIV. Termination for Public Convenience**

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

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

### **XV. Venue for Claims and/or Causes of Action**

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

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

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

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

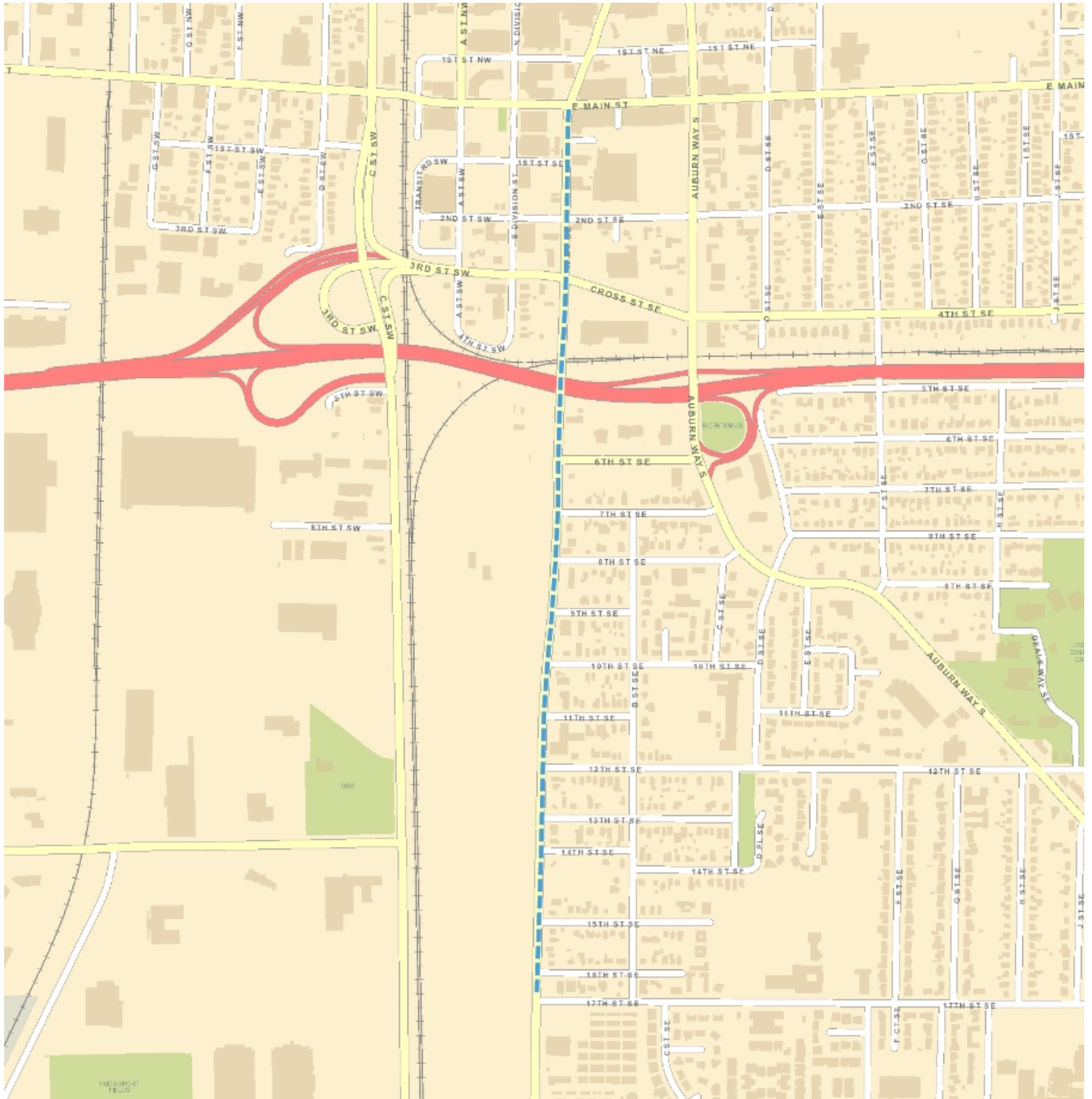
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

### **XVII. Assurances**

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

## **Additional Provisions**

# A Street SE Preservation Project - (East Main St to 17th St SE)



Printed Date: 5/4/2016  
Map Created by City of Auburn eGIS

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