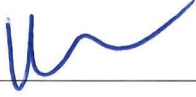


**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 9, 2019**

<b>AGENDA ITEM:</b>	
Highway Safety Improvement Program (HSIP) Project – State Avenue, 3 <sup>rd</sup> Street to 80 <sup>th</sup> Street Supplement No. 2 to Local Agency Agreement with WSDOT	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Project Manager	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Local Agency Agreement Supplement No. 2	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1302	\$53,723.00
<b>SUMMARY:</b>	

The City was previously awarded \$280,000 in Federal funds for the design of HSIP (“Highway Safety Improvement Program”) project improvements from 3<sup>rd</sup> St. NE to 80<sup>th</sup> St. NE on State Avenue. Set for construction next year, the project involves improvements that will include:

- replacement of an antiquated signal system at the intersection of 80<sup>th</sup> Street NE and State Avenue, including the redesign of the intersection to provide for dual ADA ramps at all comers and proper spacing between pedestrian push buttons; and
- refinement of signal operations and phasing on State Avenue at the intersections of 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 8<sup>th</sup>, and 76<sup>th</sup>, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to "countdown type," and improving railroad "preemption timing" at intersections adjacent to grade crossings

The City has now advanced its project design to a level of completion that allows accurate identification of the right-of-way that will be necessary to accommodate proposed improvements. Moreover, the City has also successfully advanced the project through NEPA (“National Environmental Policy Act”) review. In light of the fact that these two (Federal Aid) requirements have now been met, WSDOT has agreed to sign/execute the attached Supplement and thereby authorize (“obligate”) \$53,723.00 in Federal funds — in turn freeing the City to proceed with right-of-way negotiations and acquisition. By signing the Supplement, the City agrees that the work will be advanced, and the funds spent, in accordance with all applicable Federal requirements.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached Local Agency Funding Agreement Supplement (No. 2) with WSDOT, thereby securing necessary funding for planned right-of-way acquisitions on the State Avenue, 3<sup>rd</sup> Street to 80<sup>th</sup> Street HSIP Improvement Project.



Agency City of Marysville		Supplement Number 2
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 1/25/13

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

**Project Description**

Name State Ave. - 3rd St. to 80th St. NE

Length 1.2 miles

Termini 3rd Street to 80th Street NE

Description of Work  No Change

**Reason for Supplement**

Authorization of Right-of-Way funds

Are you claiming indirect cost rate?  Yes  No

Project Agreement End Date April 30, 2023

Does this change require additional Right of Way or Easements?  Yes  No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	29,000.00		29,000.00		29,000.00
	b. Other	250,000.00		250,000.00		250,000.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	1,000.00		1,000.00		1,000.00
	e. Total PE Cost Estimate (a+b+c+d)	280,000.00	0.00	280,000.00	0.00	280,000.00
Right of Way 100 %	f. Agency	0.00	8,120.00	8,120.00		8,120.00
	g. Other Consultant	0.00	24,000.00	24,000.00		24,000.00
Federal Aid Participation Ratio for RW	h. Other Acquisition	0.00	20,603.00	20,603.00		20,603.00
	i. State		1,000.00	1,000.00		1,000.00
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	53,723.00	53,723.00	0.00	53,723.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid Participation Ratio for CN	n. Other			0.00		
	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)		280,000.00	53,723.00	333,723.00	0.00	333,723.00

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.

**Agency Official**

**Washington State Department of Transportation**

By  
Title Jon Nehring, Mayor

By  
Director, Local Program  
Date Executed

Agency City of Marysville		Supplement Number 2
Federal Aid Project Number HSIP 2691(005)	Agreement Number LA-7890	CFDA No. <b>20.205</b> (Catalog of Federal Domestic Assistance)

**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).

**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.

**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.

**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.

**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).