



VICTOR STAFF REPORT

Decision Item Agenda Documentation

PREPARATION DATE: March 5, 2019

MEETING DATE: March 13, 2019

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Olivia Goodale

PRESENTER: Olivia Goodale, City Administrator

SUBJECT: Safe Child Pedestrian Project Grant Agreement

Re: Applicable Victor Values:

- | | | |
|--|--|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable | <input type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel | <input type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |
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STATEMENT/PURPOSE: The purpose of this item is for Council to approve the grant agreement for the Safe Child Pedestrian Project.

BACKGROUND/ALTERNATIVES: Today, there are three busy intersections that present opportunities to improve safety and mobility to children in our community: The intersection of HWY 31 and Crystal Avenue (S1000W), Main Street (HWY 33) and Dogwood, and Main Street (HWY 33) and Birch Street. Children are vulnerable while crossing the state highways at these intersections with the current facilities. The project primarily provides protection for children who have less experience crossing busy roads (whereas adults understand the need to be more cautious).

The City recently submitted and was awarded an LHTAC grant application to fund the project. The application round was very competitive with 65 application requesting \$12.7M in funding of the \$2M available funding. With project funding in place, construction will occur this summer.

The grant agreement sets forth that funding in the amount of \$182,707 will be provided to the City upon receipt of a signed copy of the attached agreement. Remaining project funds will be provided from the City in the amount of \$14,500 and TVTAP in the amount of \$1,500.

The agreement also requires that the City provide a mid-project update by July 1, 2019, provide before and after pictures of the project, bid and award the project according to state statute, complete and provide the closeout form with financial records by December 6, 2019.

ATTACHMENTS

Agreement

FISCAL IMPACT

Described Above

STAFF IMPACT

Staff impact includes bidding and managing the project (Public Works Director) and managing the grant requirements (Administrator)

LEGAL REVIEW

Complete

RECOMMENDATION

Staff recommends Council approve the agreement as presented.

SUGGESTED MOTION

I move to approve the LHTAC/Local Agreement for the Highway 31 Safe Child Pedestrian Project as presented, subject to minor changes approved by the City Attorney.

[General vote]

LHTAC/LOCAL AGREEMENT
2019 LOCAL CHILDREN PEDESTRIAN SAFETY (CPS) PROGRAM
HIGHWAY 31 SAFE CHILD PEDESTRIAN PROJECT, CITY OF VICTOR
CPS# 19-601

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC)**, hereafter called LHTAC, and **City of Victor**, acting by and through its Board or Council (Sponsor).

PURPOSE

LHTAC is administering the Children Pedestrian Safety (CPS) Program on behalf of both LHTAC and the Idaho Transportation Department (ITD) with state funds obligated from the Idaho Legislature. This program is intended to serve the cities, counties and highway districts. The Sponsor has requested to receive a grant award to complete construction of its sidewalk/pathway project. The purpose of this Agreement is to set out the terms and conditions to accomplish this Project.

Authority for this Agreement is established by Senate Bill 1206 and House Bill 334 of the 2017 legislative session.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary for Sponsor to construct the project as part of this Agreement.
2. State participation in the project is in the form of a grant for the amount of \$182,707. No match is required. Scheduled funding for this project is listed in the approved CPS Program rankings, and subsequent revisions.
3. If the project is terminated prior to completion, Sponsor shall repay to LHTAC all state funds received for the project.
4. The Sponsor acknowledges that eligible uses of funds are material purchases and hiring a contractor to perform work. Ineligible uses of funds include reimbursement of sponsor for agency work or salary cost including but not limited to design, construction or inspection related activities. Other ineligible uses of funds include engineering fees of any kind, equipment fees, project costs prior to agreement execution, project match, education and outreach.

5. Sufficient Appropriation. It is understood and agreed that LHTAC is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate LHTAC beyond the term of any particular appropriation of funds by the State.

SECTION II. LHTAC shall:

1. Provide the following services incidental to Project development:
 - a. Provide support to the Sponsor on project bidding, procurement processes, general questions, and other technical assistance.
 - b. Provide approved funding to Sponsor upon receipt of agreement.
 - a. Complete final acceptance of each Project based on Sponsor documentation and physical observation.
2. Maintain all application and award records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
3. Bill Sponsor for any state funds to be repaid by Sponsor if Project is terminated prior to completion.
4. Cancel the Agreement should Sponsor not be able to provide an acceptable mid project update by **July 1, 2019** and request Sponsor to return the funds, unless a written extension has been granted by LHTAC.

SECTION III. Sponsor shall:

1. Sponsor warrants that it will repay any state funds on this project if Project is terminated prior to completion. The Sponsor also warrants that it will repay all state funds if an acceptable mid project update is not provided to LHTAC by **July 1, 2019** unless an extension has been granted by LHTAC.
2. Provide LHTAC with a mid-project report by **July 1, 2019**.
3. Provide LHTAC with before and after pictures upon completion of the project.
4. Bid and award the project following state procurement

rules if applicable.

5. Complete Project and provide Project Closeout Form and financial records to LHTAC by **December 6, 2019**.
6. Comply with all other applicable Federal and State statutes and regulations.
7. Sponsor agrees that failure to deliver any of the specified items listed above may result in the program award being rescinded.
8. Any excess funds that cannot be used on eligible expenses shall be returned to LHTAC for the CPS Program.

EXECUTION

This Agreement is executed for LHTAC by its Administrator, and executed for Sponsor by its duly appointed representative, attested to by its Clerk.

LHTAC

Administrator

ATTEST:

City of Victor

Clerk

Representative