

RESOLUTION NO. 2013-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE FUEL TAX GRANT DISTRIBUTION AGREEMENT BETWEEN THE CITY AND THE STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD

WHEREAS, the City of Benton City's Dale Avenue project was selected by the Transportation Improvement Board; and

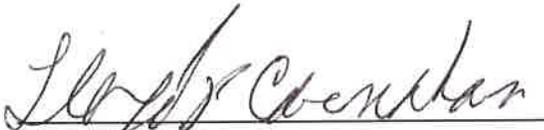
WHEREAS, the City of Benton City was awarded the Transportation Improvement Board grant for the sum of \$464,422.00 for project implementation; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Fuel Tax Grant Distribution Agreement between the City and the State Of Washington Transportation Improvement Board, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

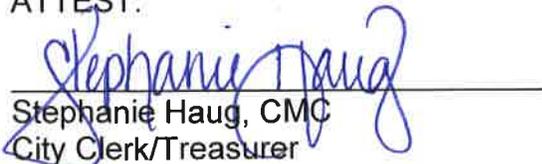
ADOPTED this 17 day of December, 2013, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 17 day of December, 2013.

Resolution 2013-32 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 17 day of December, 2013.



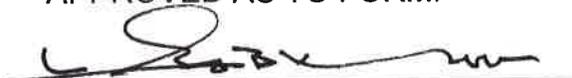
Lloyd R. Carnahan,
Mayor

ATTEST:



Stephanie Haug, CMC
City Clerk/Treasurer

APPROVED AS TO FORM:



Kerr Law Group,
City Attorney



City of Benton City
6-E-922(011)-1
Dale Avenue
9th St to 13th St

RECEIVED
DEC 30 2013
TIB

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Benton City
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Dale Avenue, 9th St to 13th St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Benton City, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$464,422 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



Transportation Improvement Board Project Funding Status Form

Agency: **BENTON CITY**
Project Name: **Dale Avenue**
9th St to 13th St

TIB Project Number: **6-E-922(011)-1**

Verify the information below and revise if necessary.

Return to:
Transportation Improvement Board
PO Box 40901
Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	Jan 2014
Contract Bid Award	Jan 2014
Contract Completion	May 2014

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
BENTON CITY	24,443	
WSDOT	0	
Federal Funds	0	