

RESOLUTION NO. 3207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR PROJECT S-P-136(001)-1 LED STREETLIGHT CONVERSION.

WHEREAS, The Washington State Transportation Improvement Board has developed a Relight Washington Grant Program to convert standard streetlights to LED lighting for eligible cities and towns to reduce municipal electrical costs; and

WHEREAS, in 2024, the City of Bonney Lake was selected for the Relight Washington Program with grant funding approved in the amount of \$157,500; and


WHEREAS, the project will convert approximately 450 Schedule 53 HPS streetlights to energy efficient LED with an estimated energy cost savings of \$40,000 per year when the conversions are complete; and

WHEREAS, Puget Sound Energy (PSE) owns and maintains the streetlighting infrastructure in the City of Bonney Lake and will facilitate the street light conversions, supply the LED fixtures and materials, and perform the streetlight conversion work; and

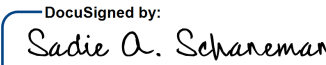
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the grant agreement with the Washington State Transportation Improvement Board for project S-P-136(001)-1 LED Streetlight Conversion.

PASSED by the City Council this 14th day of May 2024.

DocuSigned by:

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Terry Carter, Mayor

AUTHENTICATED:

DocuSigned by:

975A05C52D794C6...
Sadie A. Schaneman, CMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB24-41 & R24-41	
Department/Division Submitting: Engineering	Presenter: Andrew Fonda	City Strategic Goal Category:

Agenda Subject: Relight Washington Grant Agreement.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Grant Agreement With The Washington State Transportation Improvement Board For Project S-P-136(001)-1 LED Streetlight Conversion.

Administrative Recommendation: Authorize Mayor To Sign Grant Agreement.

Background Summary: The Washington State Transportation Improvement Board (TIB) Has Developed A Relight Washington Grant Program To Convert Standard Streetlights To LED Lighting For Eligible Cities And Towns To Reduce Municipal Electrical Costs. In 2024, The City Of Bonney Lake Was Selected For The Relight Washington Program With Grant Funding Approved In The Amount Of \$157,500. The Project Will Convert Approximately 450 Schedule 53 HPS Streetlights To Energy Efficient LED With An Estimated Energy Cost Savings Of \$40,000 Per Year When The Conversions Are Complete. Puget Sound Energy (PSE) Owns And Maintains The Streetlighting Infrastructure In The City Of Bonney Lake And Will Facilitate The Street Light Conversions, Supply The LED Fixtures And Materials, And Perform The Streetlight Conversion Work.

Attachments: Resolution; TIB Grant Agreement; TIB Relight Selection Letter; Sch 53 Streetlight Map.

BUDGET INFORMATION			
Budgeted Amount	Current Balance	Expenditure Amount Needed	Budgeted Balance Difference
Budget Explanation: \$157,500 TIB Grant. Puget Sound Energy Will Send One Invoice With All The Capital Costs. City To Provide Signed Contract Completion Form And Copy Of The PSE Invoice To TIB For Reimbursement.			

COMMITTEE, BOARD & COMMISSION REVIEW

Committee/Commission/Board: Community Development

Forward To:	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Committee/Council Full Issues	Chair Approval
Date: 5/14/2024	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<u>GAT</u>
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
Date:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/14/2024	Tabled To:

APPROVALS

Department Director: <i>Jason Sullivan</i>	Mayor: <i>Terry Carter</i>	Date Reviewed By City Attorney (if applicable):
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City of Bonney Lake
S-P-136(001)-1
LED Streetlight Conversion

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Bonney Lake
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (“TIB”) and the City of Bonney Lake, a Washington state municipal corporation (“RECIPIENT”).

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting (“Project”) for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of One Hundred Fifty Seven Thousand Five Hundred AND NO/100 dollars (\$157,500) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT’s city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider’s invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

9. 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) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement 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:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

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. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. 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.

14. 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.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

DocuSigned by:


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Mayor Date

5/14/2024
Date

Terry Carter

Print Name



Executive Director Date

Executive Director

Date



Print Name

Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Amy Asher
Mason Transit Authority

Aaron Butters
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang
WSDOT

Scott Chesney
Spokane County

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Cascade Bicycle Club and Washington
Bikes

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Les Reardanz
Whatcom Transportation Authority

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City of Richland

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Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

Ashley Probart
Executive Director

P.O. Box 40901

March 29, 2024

Mr. Ken Gill, P.E.
City Engineer
City of Bonney Lake
Post Office Box 7380
Bonney Lake, WA 98391-0944

Dear Mr. Gill:

Congratulations! We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project will convert existing streetlights to energy efficient LED streetlights. Work will be done by Puget Sound Energy. No match is required for this project.

To receive reimbursement for streetlight conversion, you must:
Sign and return of the Grant Distribution Agreement to TIB.

How is the project scope determined?

Please contact:
Lars Larson, Senior Account Sales Manager
BOTO 20
PO Box 97034
Bellevue, WA 98009-9734
425 456-2701
Lars.Larson@pse.com

She will work with the city to determine the project scope. Once the scope has been agreed upon by PSE, the city, and TIB, work will begin. We have included a frequently asked questions document from PSE.

How does city get paid?

PSE will send one invoice to the city with all the capital costs. Return a signed contract completion form and a copy of the invoice. TIB will reimburse the city for the full amount of the invoice. You will not need to use the TIB online payments system for this project.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Ashley Probart
Executive Director

Enclosures

