



AGENDA ITEM SUMMARY FORM

MEETING DATE: 8/14/23

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Approval of Safe Streets for All (SS4A) Action Plan Grant Cost-Sharing Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$14,895.84

FUNDS REQUESTED: \$14,895.84

FUND: Streets: 101-46-818-0000

EXECUTIVE SUMMARY:

Refer to Staff Memo. The cities of Madison Heights, Hazel Park, Ferndale, Pleasant Ridge, Oak Park, Huntington Woods, and Berkley have been awarded a joint action planning grant through the U.S. Department of Transportation (USDOT) totaling \$385,000. The grant is through the Safe Streets for All (SS4A) program. The total local match for the awarded grant is \$96,250.04. Madison Heights' portion of the local match is \$14,895.84

RECOMMENDATION:

Approval of the attached multi-jurisdictional cost sharing agreement for the Safe Streets for All (SS4A) action plan grant, including Madison Heights' local grant match of \$14,895.84, and authorizing the Mayor and City Clerk to sign on behalf of the City.



MEMORANDUM

To: City of Madison Heights City Council
From: Matt Lonnerstater, AICP – City Planner
Memo Date: August 1st, 2023
Council Meeting: August 14th, 2023
Subject: Safe Streets for All (SS4A) Cost-Sharing Agreement

Overview

The cities of Madison Heights, Hazel Park, Ferndale, Pleasant Ridge, Oak Park, Huntington Woods, and Berkley have been awarded a joint planning grant through the U.S. Department of Transportation (USDOT) totaling \$385,000. The grant is through the Safe Streets for All (SS4A) program and will be used to develop a multi-jurisdictional safe streets action plan. Ferndale is serving as the lead municipality for administration of the grant. The total local match for the awarded grant is \$96,250.04, and Madison Heights' portion of the local grant match is \$14,895.84

Safe Streets for All (SS4A) Background

The SS4A program provides funding for communities impacted by major highway and corridor development to identify methods to improve connectivity, safety, and non-motorized transportation. Please refer to the attached SS4A primer from USDOT. The program provides funding for the development of both action plans and implementation projects. However, to receive funding for specific implementation projects, municipalities must first adopt a safe streets action plan that provides a framework for motorized and non-motorized safety improvements. The approved grant will enable the development of a multi-jurisdictional safe streets action plan which will, in turn, open up funding for specific implementation projects. Implementation funding is significant, with the average award for fiscal year 2023 expecting to be in the \$10-\$25 million range.

As the administrative lead for the SS4A action planning grant, the City of Ferndale is requesting a multi-jurisdictional cost-sharing agreement signed by each participating municipality. Madison Heights' local share of the grant is \$14,895.84. The cost-sharing agreement is attached.

Requested Action

Staff recommends approval of the attached multi-jurisdictional cost sharing agreement for the Safe Streets for All (SS4A) action plan grant, including Madison Heights' local grant match of \$14,895.84, and authorizing the Mayor and City Clerk to sign on behalf of the City.

COST-SHARING AGREEMENT REGARDING 2022 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM

This Cost-Sharing Agreement (the "Agreement") is made and entered into on _____, 2023 by and between the City of Ferndale ("Ferndale"), City of Berkley ("Berkley"), City of Hazel Park ("Hazel Park"), City of Huntington Woods ("Huntington Woods"), City of Madison Heights ("Madison Heights"), City of Oak Park ("Oak Park"), and City of Pleasant Ridge ("Pleasant Ridge"), collectively referred to as "Local Communities".

The 2022 Safe Streets and Roads for All ("SS4A Grant") Program is a United States Department of Transportation ("USDOT") and Federal Highway Administration ("FHWA") Grant Program to study the historical development of the federal major highway system, including I-75, I-696, and Woodward Avenue and the impact of that development on the Local Communities, and

The SS4A Grant will allow the Local Communities to study and identify ways to restore connectivity between the Local Communities, improve economic opportunities within the Local Communities, identify opportunities to reduce pollution in the Local Communities and generate equitable opportunities for residents within the Local Communities; and

The SS4A Grant will allow for planning and engagement meetings with the Local Communities, implementation of services to measure the existing street network functions for users with connective devices, exploration of emerging technologies regarding transportation and safety issues for non-motorized users and examination of the effectiveness of already-implemented road diets and multi-modal safety improvements in the Local Communities.

NOW THEREFORE, the based on the mutual consideration and covenants stated below, the Local Communities agree as follows:

I. AUTHORIZATION FOR PLANNING

The Local Communities authorize and agree to participate in the SS4A Grant Program as described in the attached SS4A Grant Application dated _____ (**Exhibit A**), subject to and contingent upon the SS4A receipt of the SS4A Grant funds by lead applicant, Ferndale filed on behalf of the Local Communities.

The planning shall be designed and implemented in accordance with the standards in the SS4A Grant application and the SS4A Grant Program general terms and conditions. If awarded the SS4A Grant by USDOT/FHWA, the Local Communities authorize Ferndale to administer the SS4A grant.

A. Ferndale shall be authorized to:

- a. Coordinate meetings between appropriate Local Communities personnel to review and implement the action plans schedule set forth in the Grant Agreement between USDOT, FHWA and lead applicant, Ferndale;
- b. Administer the SS4A Grant, expenses and reimbursements as specified in the Grant Agreement; and
- c. Administer the planning association with the SS4A Grant.
- d. Select the contractor/vendor for plan development upon receipt of a recommendation from a sub-committee of the Local Communities.

II.

REIMBURSEMENT/PAYMENT

The expected local share of the SS4A Grant Program, if awarded, is \$96,250. Each of the Local Communities shall reimburse Ferndale the local share amount of the SS4A Grant as set forth in **Exhibit B**, agreeing to and accepting Ferndale's coordination, supervision and oversight of the SS4A Grant Program as consideration for Ferndale's identified local match amount. If Ferndale pays any Local Communities' matching contribution amount, that Local Community shall reimburse Ferndale the amount paid within thirty (30) days of being invoiced by Ferndale.

III.

RESERVATION OF RIGHTS, INSURANCE AND LIABILITY

No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. Ferndale shall have all necessary authority for coordinating the implementation and planning set forth in the SS4A Grant Agreement with USDOT and FHWA.

Liability and Insurance. The Local Communities shall each be solely responsible for the acts and omissions of their own employees, and agents. The Local Communities shall be responsible for maintaining liability insurance covering its respective activities as they relate to this Agreement.

IV.

MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the Local Communities and supersedes any prior understandings. If there is any conflict between this Agreement, the SS4A Grant Application and the fee estimate (Exhibit B), the fee estimate set forth above shall control.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the Local Communities.

Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the Local Communities.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

No Third-Party Beneficiaries. The Local Communities do not intend to confer third party beneficiary status on any non-party to this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

City of Ferndale

Mayor

By: _____
Clerk

Date: _____

City of Berkley

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Hazel Park

Mayor

By: _____
Clerk

Date: _____

City of Huntington Woods

Mayor

By: _____
Clerk

Date: _____

City of Madison Heights

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Oak Park

By: _____
Mayor

By: _____
Clerk

Date: _____

City of Pleasant Ridge

By: _____
Mayor

By: _____
Clerk

Date: _____

EXHIBIT B

City of Ferndale	\$6,875.00
(as the administrative lead community, Ferndale will pay a lesser amount of the cost than the other Local Communities)	
City of Berkley	\$14,895.84
City of Hazel Park	\$14,895.84
City of Huntington Woods.....	\$14,895.84
City of Madison Heights.....	\$14,895.84
City of Oak Park	\$14,895.84
City of Pleasant Ridge	<u>\$14,895.84</u>
TOTAL	\$96,250.04