

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of Commissioners

FROM: Philip Morley, County Administrator

DATE: November 7, 2011

RE: **AGREEMENT re: Public Infrastructure Project Funding Sims Way/SR20 Improvement Project**

STATEMENT OF ISSUE:

The Public Infrastructure Fund Board has recommended extending the time period for this project, which was previously awarded a \$500,000 Public Infrastructure Fund grant in 2008. The proposed Grant Agreement would extend the grant through December 31, 2012.

ANALYSIS:

The Sims Way/SR20 Improvement Project received a \$500,000 Public Infrastructure Fund (PIF) grant in 2008, but other work and funding delayed the City's use of the PIF grant. At its March 11, 2011 meeting, the Public Infrastructure Fund Board reviewed the project and the City's request for an extension, and approved a motion recommending that the County Commissioners extend the award through December 31, 2012.

FISCAL IMPACT:

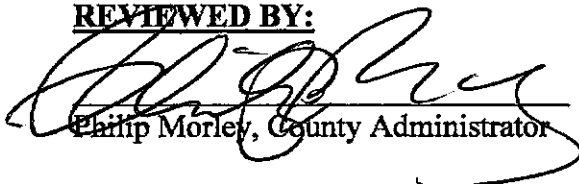
Adequate funds are available in fund balance in Fund 306. Depending on how much the City may invoice in 2011, additional appropriation authority could be requested in the Fourth Quarter 2011 Budget Extension.

In its 2011 Special Session, the Washington State Legislature may consider reducing future county revenues to our Public Infrastructure Fund from sales and use tax for public facilities in rural counties. However, the Sims Way/SR 20 Improvement Project grant was previously approved from existing PIF fund balance, not new revenue.

RECOMMENDATION:

Approve the proposed Agreement.

REVIEWED BY:


Philip Morley, County Administrator

11/2/11
Date

Grant Agreement by and Between

**JEFFERSON COUNTY
and
The City of Port Townsend**

**For Public Infrastructure Project Funding
Sims Way/SR20 Improvement Project**

WHEREAS, RCW 82.14.370 authorizes a sales and use tax to provide funding of public infrastructure projects; and

WHEREAS, Jefferson County did establish the Public Infrastructure Fund (previously known as the Community Investment Fund) and a program for its administration as codified in Jefferson County Code Chapters 3.28, 3.29 and 3.36; and

WHEREAS, the Public Infrastructure Fund Board at their March 11, 2011 meeting did recommend renewing and approving funding of the City's "Upper Sims Way Project" by a grant of \$500,000 from the Public Infrastructure Fund for the Upper Sims Way Project; and

WHEREAS, the Jefferson County Board of Commissioners concurs with the Public Infrastructure Board's recommendation;

NOW, THEREFORE, Jefferson County, a municipal corporation in Washington State, hereinafter referred to as the "County," and the City of Port Townsend, a municipal corporation in Washington State, hereinafter referred to as the "City," in consideration of the mutual benefits, terms, and conditions hereinafter specified, do hereby agree as follows:

- 1. Funding Commitment. The approved maximum amount of the grant shall be \$500,000 (five hundred thousand dollars) for the designated Upper Sims Way Project. The grant shall be available based on submission of appropriate invoices for work performed. This grant commitment continues through December 31, 2012, and will automatically expire thereafter, and all funds not expended by that date will be withdrawn. Any request for an extension beyond December 31, 2012 must be approved by the County Commissioners upon receipt of a recommendation from the Public Infrastructure Board.**
- 2. Project Designation. The City shall perform the project as defined in Exhibit 1, attached hereto, and incorporated in this Grant Agreement by reference.**
- 3. Payment. Expenses incurred by the City for the work performed on the project by its consultants, contractors, suppliers, or City staff shall be submitted to the PIF Administrator by the City using a detailed invoice.**

Each detailed invoice shall show individual items followed by the total amount incurred by the City and the amount eligible for reimbursement under this grant. The City may submit such invoices to the County once per month during the course of the project for work completed.

The PIF Administrator shall review and approve payment of such invoices; payments will be limited to the monies that are available under the grant as the grant is described in Paragraph 1 above. Such invoices, once approved, will be paid using the County's normal bill paying process and cycle.

4. **Compliance with Laws.** The City shall, in completing its project under this Grant Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations, applicable to the project to be completed under this Grant Agreement.
5. **Indemnification.** City shall indemnify, defend and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease, or death to City's own employees, or damage to property occasioned by a negligent act, omission or failure of the City or the City's employees, representatives or agents.
6. **Insurance.** The City shall obtain and keep in force during the term of the contract, or as otherwise required, Worker's Compensation and Employer's Liability insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.
7. **Independent Contractor.** The City and the County agree that the City is an independent contractor with respect to the project to be completed pursuant to this Grant Agreement. Nothing in this Grant Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the City nor any employee of City, nor any subcontractor of the City shall be entitled to any benefits accorded to County employees by virtue of their services on the project to be completed under this Grant Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State industrial insurance program, or otherwise assuming the duties of an employer with respect to City, or any employee, representative or agent of City, or any contractor of the City.
8. **Discrimination Prohibited.** The City, with regard to the project to be completed by it under this Grant Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of materials, supplies, or subcontractors.
9. **Integrated Agreement.** This Grant Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and City and supercedes all prior negotiations, representations, or agreements written or oral. This Grant Agreement may be amended only by written instrument signed by both the County and the City.
10. **Contract Expiration.** This contract shall run until the project is complete and until the County has made all payments required under this Grant Agreement, except that the project must be completed no later than December 31, 2012, unless extended by mutual agreement.
11. **Appropriation.** The City acknowledges that the County may only appropriate monies for this grant in the current year and in a manner consistent with Paragraph 1 above. The County agrees to appropriate monies for the years 2011 and 2012 to fund this grant unless emergency

circumstances prevent the County from doing so. Any monies to be paid by the County are subject to appropriation by the County Commission.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this ____ day of _____, 2011.

Jefferson County Board of Commissioners

John Austin, Chair

Date

City of Port Townsend



David Timmons, City Manager


9-2-11
Date

ATTEST:

Lorna Delaney, CMC
Clerk of the Board

Date

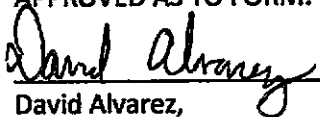
ATTEST:



Pam Kolacy
City Clerk

Date

APPROVED AS TO FORM:



David Alvarez,
Deputy Prosecuting Attorney

11/2/2011
Date

APPROVED AS TO FORM



John Watts,
City Attorney

9-2-11
Date

Exhibit 1

to Grant Agreement by and Between

Jefferson County
and
City of Port Townsend

Public Infrastructure Project Funding
Sims Way / SR 20 Improvement Project

This project involves the construction of transportation improvements along Upper Sims Way from Howard Street to Logan Street, as well as the planning and design for the Howard Street extension from Sims Way to Discovery Road and beyond. For the Sims Way portion, roundabouts will be installed at Howard Street and at Thomas Street to allow for safer left turns and u-turn capability to access businesses on both sides of the highway. Bike lanes, sidewalks and pedestrian crossings are also provided. Howard Street, originally proposed as a new north/south arterial in 1994, will extend from the roundabout on Sims way in order to access the commercially zoned land along the Howard Street corridor and provide alternate routes for traffic movement.