


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Philip Morley, County Administrator 

DATE: January 22, 2013

RE: **AGREEMENT re: Public Infrastructure Project Funding Waterfront Esplanade Improvement Project; City of Port Townsend; \$450,000**

STATEMENT OF ISSUE:

The Public Infrastructure Fund Board has recommended awarding a \$450,000 Public Infrastructure Fund 100% grant to the City of Port Townsend for the Esplanade-Quincy Street Improvement Phase of the Waterfront Esplanade Improvement Project. The proposed Grant would run through December 31, 2017, and fund approximately 30% of the entire Waterfront Esplanade Project.

ANALYSIS:

On October 30, 2012, the Public Infrastructure Fund Board met and reviewed letters of interest for a variety of public infrastructure projects. By a vote of 5 yes, 0 no, and 1 abstention, the PIF Board approved a recommendation to provide PIF grants to five projects, including \$450,000 for the Esplanade-Quincy Street Improvement Phase of the City's Waterfront Esplanade Improvement Project. On November 5, 2012, the Board of County Commissioners approved Resolution No. 63-12 concurring with the PIF Board's recommendations.

Consistent with the PIF Board's recommendation and Resolution No. 63-12, the proposed Grant Agreement is for a 100% grant of \$450,000 for the Esplanade-Quincy Street Phase to fund up to 50% of the City of Port Townsend's cost of the Waterfront Esplanade Improvement Project. The proposed Grant would run through December 31, 2017, and because of the City's substantial prior investment in work already completed, the proposed grant would only comprise approximately 30% of the entire Waterfront Esplanade Project.

FISCAL IMPACT:

Adequate funds are available in fund balance in Fund 306 to pay for the whole grant. Adequate expenditure authority is included in the 2013 budget to cover eligible grant payment requests.

RECOMMENDATION:

Approve the proposed Grant Agreement.

REVIEWED BY:


Philip Morley, County Administrator

1/15/13
Date

Grant Agreement by and Between

JEFFERSON COUNTY
and
The City of Port Townsend

For Public Infrastructure Project Funding
Waterfront Esplanade Improvement Project

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

WHEREAS, pursuant to RCW 82.14.370, Jefferson County has established the Public Infrastructure Fund and a program for its administration as codified in Jefferson County Code Chapters 3.28, 3.29 and 3.36; and

WHEREAS, the Esplanade-Quincy Street Improvement Phase of the Waterfront Esplanade Improvement Project extends infrastructure improvements in downtown Port Townsend, and furthers the viability of existing, new and expanded businesses, and tourism, and this project is important to the economic development of the City and all of Jefferson County; and

WHEREAS, on October 30, 2012, the Public Infrastructure Fund Board recommended that the County approve a 100% grant to the City Esplanade-Quincy Street Improvement Phase of the Waterfront Esplanade Improvement Project for a grant total of \$450,000; 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 "County," and the City of Port Townsend, a municipal corporation in Washington State, hereinafter referred to as "City," in consideration of the mutual benefits, terms, and conditions hereinafter specified, do hereby agree as follows:

1. **Grant Commitment.** A 100% grant of Public Infrastructure Funds is hereby made to the City of Port Townsend for the Esplanade-Quincy Street Phase of the Waterfront Esplanade Improvement Project. The approved maximum amount of the grant, intended to cover up to 50% of the approved Waterfront Esplanade Improvement Project cost, shall be \$450,000. The grant (\$450,000) shall be available based on submission of appropriate invoices pursuant to Section 3, below. This grant commitment will expire and is automatically withdrawn if the available funds are not expended by December 31, 2017. Any request for an extension beyond December 31, 2017, must be approved by the County Commissioners upon receipt of a recommendation from the Public Infrastructure Board.
2. **Project Designation.** This Esplanade-Quincy Street Phase is the third and final phase of the Waterfront Esplanade Improvement Project that extends from Pope Marine Park to Quincy

PIF Grant Agreement – Waterfront Esplanade Improvement Project

Street. Already completed is the brick plaza, the extension to city dock and the seawall and water walk from Pope Marine Building to the Quincy Street right of way. The final phase completes the project for the area behind the ND Hill building and Elevated Ice Cream as described in Exhibit 1, attached hereto and incorporated by reference. The anticipated schedule of this phase of the project includes bidding in February 2013, with construction to be completed by May 2013, although the schedule is subject to adjustment by the City within the term of this Agreement at the City's sole discretion.

3. Payment. Expenses incurred for the work performed on the Esplanade-Quincy Street Phase of the project, as described herein, by the project's consultants, contractors, suppliers, or City staff shall be submitted to the PIF Administrator by the City using a detailed invoice.

The anticipated Waterfront Esplanade Improvement Project Budget including a) anticipated revenues, showing the match to PIF grant, and b) expenditures, is described in Exhibit 2, attached hereto and incorporated by reference. The City shall provide documentation that the PIF Grant does not exceed 50% of the total project's cost, including an accounting of prior expenditures on earlier phases of the project, said documentation to be provided to the PIF Administrator prior to release of funds under this Grant Agreement.

Each detailed invoice shall show individual items followed by the total amount incurred 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 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 out of or in connection with a negligent act, omission or failure of the City or the City's employees, representatives or agents, including but not limited to 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.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the City or its contractors.

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 the 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 under this Grant Agreement, will not discriminate on the grounds of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification in the selection and retention of employees, materials, supplies, contractors or subcontractors.
9. 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, 2017, unless extended by mutual agreement. Work on the Esplanade-Quincy Street Phase of the project performed in accordance with this Agreement from January 1, 2013 through the execution of this Agreement is hereby ratified.
10. Failure to appropriate. 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 to fund this grant unless emergency circumstances prevent the County from doing so. Any monies to be paid by the County to the City for this grant are subject to appropriation by the County Commission.

PIF Grant Agreement – Waterfront Esplanade Improvement Project

11. Integrated Agreement. This Grant Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and City and supersedes 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.


IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this _____ day of _____, 2013.

**Jefferson County
Board of Commissioners**

John Austin, Chair

Date

City of Port Townsend



David Timmons, City Manager

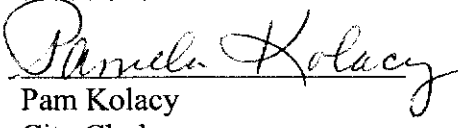
1-14-13
Date

ATTEST:

Raina Randal
Deputy Clerk of the Board

Date

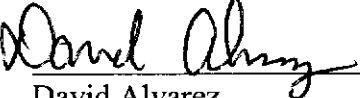
ATTEST:



Pam Kolacy
City Clerk

1/15/13
Date

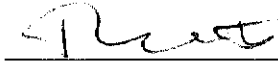
APPROVED AS TO FORM:



David Alvarez
Deputy Prosecuting Attorney

1/16/13
Date

APPROVED AS TO FORM:



John Watts
City Attorney

1/16/13
Date

EXHIBIT 1

PROJECT DESCRIPTION AND ANTICIPATED SCHEDULE

This project proposes the construction of the final phase of the Waterfront Esplanade Improvement Project in the Civic District. The Waterfront Esplanade Improvement Project was initiated to provide public access to and along the shoreline as well as an open area or plaza for public gatherings, concerts and other outdoor events. Work completed to date on this project is adjacent to the shoreline between Quincy Street and Madison Street in the City of Port Townsend and includes a new seawall, sidewalks, plaza area, shoreline protection and new steel pilings under the Wave Viewing Gallery. The final phase will provide for the reconstruction of the Quincy Street turn around, a seawall at the end Quincy Street, A.D.A. accessible sidewalks, a brick and grass plaza, a paved parking area, rain gardens, lighted bollards and a rebuilt access road between the parking lot and Quincy Street.

The project creates a multi-functional civic space for shoreline enjoyment, concerts, and festivals. The project revitalizes and restores the east downtown shoreline to include relocating dumpsters and parking from the waterfront and replacing it with A.D.A. approved sidewalks (where no sidewalks currently exist), landscaping, grass plaza, paved parking to include handicap parking (currently gravel with no handicap parking), frontage and aesthetic improvements to the South end of Quincy Street (currently the dilapidated and abandoned old WSF dock). The project transforms the current 'back alley' feel to a usable, safe, and inviting setting for pedestrians and bicyclists.

The project enhances the City's character, emphasizes its connection with marine trades, fosters its historic and cultural identity, protects environmental resources and achieves a net ecosystem improvement over time. The completion of the Esplanade project links the downtown marina and Northwest Maritime Center to the heart of the downtown historic business district. The project opens waterfront scenic beauty while improving visibility and access to businesses and maritime trades.

Anticipated Schedule:

Bid project: February 2013

Construction: March to May, 2013

EXHIBIT 2

PROJECT BUDGET

Phase I - Madison Street Plaza - 2008 city bond		
	\$	763,000
Phase II - Waterfront Seawall & Sidewalk - 2008 city Bond		
	\$	136,000
Phase III - Esplanade-Quincy Street Phase		
Phase III - 2008 City bond	\$	50,000
Phase III - City Stormwater fund	\$	100,000
Phase III - Public Infrastructure Fund	\$	450,000
Total Waterfront Esplanade Project Revenue		\$ 1,499,000
PIF Revenue as % of Total Waterfront Esplanade Revenues:		30.0%

Phase I - Madison Street Plaza			
	\$	763,000	Completed 2011
Phase II - Waterfront Seawall & Sidewalk			
	\$	136,000	Completed 2012
Phase III - Esplanade-Quincy Street Phase			
Design & Permitting - estimated	\$	40,000	Proposed 2013
Construction & Project Management - estimated	\$	560,000	
Total Waterfront Esplanade Project Expenditures		\$ 1,499,000	
PIF as % of Total Waterfront Esplanade Expenditures			30.0%