

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, P.E., Public Works Director/County Engineer 

Agenda Date: April 14, 2025

Subject: Local Agency Agreement Supplement No. 2
SR 19 Rhody Drive Ped.-Bike Improvements - South Segment
County Project No. 1802095, WSDOT Project No. TAP-0019(008)

Statement of Issue:

Local Agency Supplemental Agreement No. 2 with the Washington State Dept. of Transportation (WSDOT), for the SR 19 Rhody Drive Ped.-Bike Improvements - South Segment project.

Analysis/Strategic Goals/Pro's & Con's:

The SR 19 Rhody Drive Ped.-Bike Improvements - South Segment project is a transportation improvement project included in the officially adopted 2025-2030 Transportation Improvement Program (TIP) as Item No. 8. This project will provide pedestrian and bicycle facilities along SR 19 in Chimacum, including ADA accessible sidewalks, a bicycle lane, and a ped.-bike bridge across Chimacum Creek.

This project is part of a comprehensive plan to establish pedestrian and bicycle connectivity in the Chimacum/Hadlock area. Execution of this supplemental agreement will provide for use of Engineering and Environmental permitting consultants and Jefferson County Public Works (JCPW) staff, for preparation of design and construction bid documents.

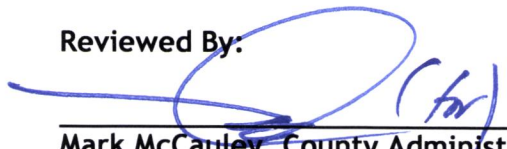
Fiscal Impact/Cost Benefit Analysis:

JCPW obtained a WSDOT Connecting Communities Pilot Program (CCPP) grant for \$260,000.00 (100%) for the Preliminary Engineering (PE) and the Right of Way (RQW) phases in March, 2024. In January, 2025 WSDOT awarded an additional CCPP grant amount of \$141,300.00 (100%) for the PE phase work, for a total CCPP grant amount of \$401,300.00. It is necessary to obligate the additional CCPP grant amount now so that JCPW may use the funds for reimbursement of PE phase expenses.

Recommendation:

Public Works recommends that the Board execute both (2) originals of the Local Agency Agreement Supplement No. 2 with WSDOT and return both originals to Public Works. A fully executed copy will be returned to the Board after it is executed by WSDOT.

Department Contact: John Wayand, Project Manager, 385-9377.

Reviewed By: 

Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Dept. of Transportation

Contract No: PW2025-032

Contract For: SR 19 Rhody Drive Ped-Bike Improvements - South Segment, Project No. 1802095

Term: December 31, 2029

COUNTY DEPARTMENT: Public Works

Contact Person: John Wayand

Contact Phone: X377

Contact email: jwayand@co.jefferson.wa.us

AMOUNT: \$141,300.00

Revenue: State WSDOT C.C.P.P. (100%)

Expenditure: 18000010.595.410000

Matching Funds Required: No

Sources(s) of Matching Funds

Fund # 180

Munis Org/Obj 18033403.334061.20950

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other:

Local Agency Supplemental Agreement No

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☐ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

- ✓ Electronically approved by Risk Management on 4/3/2025.
- ✓ State agreement. Cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

- ✓ Electronically approved as to form by PAO on 4/3/2025.
- ✓ Standard language included in supplement.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



Agency Jefferson County		Supplement Number 2
Project Number TAP-0019(008)	Agreement Number LA-10459	ALN. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name SR 19 RHODY DRIVE PED-BIKE IMPROVEMENTS - SOUTH SEGMENT

Length 0.62 miles

Termini SR 19 M.P. 8.94 (CENTER ROAD) TO SR 19 M.P. 9.56 (WEST VALLEY ROAD)

Description of Work ✓ No Change

Reason for Supplement

Obligate additional (CCPP) State funds for PE phase, Consultants, add additional Local Agency funds for PE phase, Consultant, and revise the Project Agreement End Date.

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date 12/31/2029

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0.00		
	b. Other			0.00		
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate	0.00	0.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
Construction %	k. Contract			0.00		
	l. Other			0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate	0.00	0.00	0.00	0.00	0.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Agency Jefferson County		Supplement Number 2
Project Number TAP-0019(008)	Agreement Number LA-10459	ALN 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Exhibit A

**Jefferson County
SR 19 Rhody Drive Ped-Bike Improvements - South Segment
TAP-00109(008)
Local Agency Agreement: LA-10459
Supplement #2**

VERS 3

2/14/2025

Type of Work		(1) Previous Agree/Suppl	(2) Supplement	(3) Estimated Total Project	(4) Estimated Agency Funds	(5) Estimated State Fund	(6) Estimated Federal Funds
PE	a	Agency (Fed. TAP)	\$ 80,850.00	\$ -	\$ 80,850.00	\$ 10,915.00	\$ -
86.5%	b	Other (Consultant)(Fed. TAP)	\$ 89,980.00	\$ -	\$ 89,980.00	\$ 12,147.00	\$ -
Federal Aid	d	Other (Agency)(State CCpp)	\$ 21,553.00	\$ -	\$ 21,553.00	\$ -	\$ -
Participation	e	Other (Consultant)(State CCpp)	\$ 197,247.00	\$ 141,300.00	\$ 338,547.00	\$ -	\$ -
Ratio for PE,	f	State Services	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 675.00	\$ -
100% State Aid	g	Total PE Cost Estimate	\$ 394,630.00	\$ 141,300.00	\$ 535,930.00	\$ 23,737.00	\$ 152,093.00
Right of Way	h	Agency		\$ -	\$ -	\$ -	
100.0%	i	Other (Consultant)		\$ -	\$ -	\$ -	
Federal Aid	j	Other		\$ -	\$ -	\$ -	\$ -
Participation	k	State Services		\$ -	\$ -	\$ -	\$ -
Ratio for R/W	l	Total R/W Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	m	Contract CWA		\$ -	\$ -	\$ -	\$ -
86.5%	n	Contract Local		\$ -	\$ -	\$ -	\$ -
Federal Aid	o	Contract STP		\$ -	\$ -	\$ -	\$ -
Participation	p	Agency		\$ -	\$ -	\$ -	\$ -
Ratio for CN	q	Agency Local		\$ -	\$ -	\$ -	\$ -
	r	Agency STP		\$ -	\$ -	\$ -	\$ -
	s	Agency CWA		\$ -	\$ -	\$ -	\$ -
	t	State Local		\$ -	\$ -	\$ -	\$ -
	u	State Services CWA]		\$ -	\$ -	\$ -	\$ -
	v	Total CN Cost Estimate	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Project Cost Estimate	\$ 394,630.00	\$ 141,300.00	\$ 535,930.00	\$ 23,737.00	\$ 152,093.00