

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Mark McCauley, County Administrator

DATE: January 2, 2024

RE: AGREEMENT re: Public Infrastructure Project Funding: Jefferson County
Public Works: Hadlock Sewer Debt Service – Department of Ecology Loan -
\$85,000 Per Year for Twenty (20) Years

STATEMENT OF ISSUE:

On December 18, 2023, the Board of County Commissioners approved the Public Infrastructure Board's recommendation to fund four projects submitted for 2024 Public Infrastructure grant funding and directed staff to draft grant agreements with the submitting public agencies. This request is for BOCC approval of one of those grant agreements.

ANALYSIS:

Jefferson County Public Works is engaged in constructing a wastewater treatment plant in Hadlock with funding from a variety of sources. One source is a Department of Ecology loan of approximately \$1.7 million at a low interest rate for twenty (20) years. The debt service payment including principal and interest will total about \$85,000 per year. Public Works submitted a proposal to have the debt service covered with funds from the Public Infrastructure Fund (PIF).

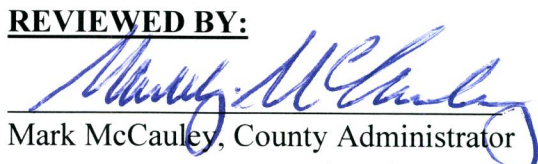
The PIF Board recommended that the Board of County Commissioners approve the funding which it did on December 18, 2023. A grant agreement for the Board's approval is attached.

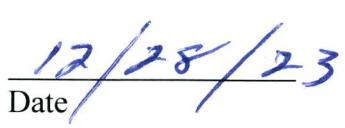
FISCAL IMPACT:

Annual PIF revenues can support funding this grant award. Budget for this grant award will be requested during the 1st Quarter supplemental budget appropriation process ending in April 2024.

RECOMMENDATION: Approve the attached grant agreement.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Public Works

Contract No: PIF Hadlock Sewer Debt

Contract For: Hadlock Sewer Debt Service

Term: Through December 31, 2045

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: \$85,000 per year for 20 years

Revenue: N/A

Expenditure: \$85,000/yr x 20 yrs

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: 306

Munis Org/Obj: 306

PROCESS:

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

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 12/28/2023.

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

Electronically approved as to form by PAO on 12/27/2023.
Approved as to Form 12.27.2023

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

PIF Grant Agreement – Jefferson County Public Works – Hadlock Wastewater Treatment Plant
Debt Service – Department of Ecology Loan

Grant Agreement by and Between

Jefferson County
and
Jefferson County Public Works (Grantee)

For Public Infrastructure Project Funding
Hadlock Sewer Debt Service – Department of Ecology Loan

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 and 3.36; and

WHEREAS, in response to a 2024 Public Infrastructure Fund Request for Proposals Jefferson County Public Works submitted a proposal for funds to service principal and interest payments on a twenty (20) year Department of Ecology loan granted to help fund the Hadlock Wastewater project; and

WHEREAS, the Hadlock Wastewater Treatment Plant will enable urban zoning and more dense development which will encourage economic development and the building of affordable housing; and

WHEREAS, on November 28, 2023, the Public Infrastructure Fund Board recommended that the County approve a 100% grant to Public Works for the Hadlock Wastewater Project in the amount of \$85,000 per year for the twenty (20) year life of the loan; and

WHEREAS, on December 18, 2023 the Jefferson County Board of Commissioners approved the Public Infrastructure Board's recommendation:

NOW, THEREFORE, Jefferson County, a political subdivision of the State of Washington, (County), and the Grantee, 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 Hadlock Wastewater Project. The approved maximum amount of the grant shall be \$85,000 per year for the twenty-year life of the loan. The grant (\$85,000) shall be available based on submission of appropriate invoices pursuant to Section 3.
2. Project Description, Schedule and Budget. The project is to design, engineer, permit and construct a sanitary sewer/wastewater treatment plant to bring sanitary sewer service to the

PIF Grant Agreement – Jefferson County Public Works – Hadlock Wastewater Treatment Plant
Debt Service – Department of Ecology Loan

Port Hadlock Urban Growth Area (UGA). Which is currently only served by aging, and in many cases, failing, individual septic systems.

The grant begins in 2024 and shall be completed no later than December 31, 2045.

3. Grantee Payment. Grantee will submit an invoice annually prior to the annual debt service payment to the Department of Ecology.

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

4. Compliance with Laws. Grantee 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 work to be completed under this Grant Agreement.
5. Legal and Regulatory Compliance. While performing under this Agreement, Grantee, subcontractors, and their employees are required to comply with all applicable local, state and federal laws, codes, ordinances, and regulations, including but not limited to:
 - a. Applicable regulations of the Washington Department of Labor and Industries, including WA-DOSH Safety Regulations; and,
 - b. State and Federal Anti-Discrimination Laws.
6. Termination
 - c. Termination by the County.
 - i. Should the Grantee default in providing services under this Agreement or materially breach any of its provisions, the County may terminate this Agreement upon ten (10) days written notice to Grantee.
 - ii. Grantee shall have the right and opportunity to cure any such material breach within the ten (10) day period.
 - iii. The County may terminate this Agreement upon immediate notice to the Grantee in the event that the funding for the project ceases or is reduced in amount. Grantee will be reimbursed for services expended up to the date of termination.
 - d. Termination by Grantee.
 - i. Should the County, its staff, employees, agents and/or representatives default in the performance of this Agreement or materially breach any of its provisions, Grantee, at their option, may terminate this Agreement by giving ten (10) days written notice to the County representative.

PIF Grant Agreement – Jefferson County Public Works – Hadlock Wastewater Treatment Plant
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- ii. The County shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- e. Termination Without Cause. This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.
- 7. No Harassment or Discrimination. Grantee and any contractors/subcontractors will not discriminate against any person in the performance of work under this agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, 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 guide dog or service animal by a person with a disability, unless based upon a bonafide occupational qualification.
- 8. 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, 2023, unless extended by mutual agreement.
- 9. Failure to Appropriate. Grantee acknowledge 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 Grantee for this grant are subject to appropriation by the County Commission.
- 10. Integrated Agreement. This Grant Agreement represents the entire and integrated agreement between the County and the Grantee and supersedes all prior negotiations, representations, or agreements written or oral.
- 11. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all parties.
- 12. No Assignment. Grantee shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
- 13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 14. No Third-party Beneficiaries; Relationship of the Parties. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party. No agent,

PIF Grant Agreement – Jefferson County Public Works – Hadlock Wastewater Treatment Plant
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employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

15. Controlling Law. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
16. Hold Harmless and Indemnification: Each party (the "Indemnitor") shall hold the other (the "Indemnitee"), harmless, indemnify and defend the other its board or commission members, officers, officials, employees, agents, and marital communities from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of this contract, its employees, agents, subcontractors, marital communities or anyone for whose acts any of them may be liable, except for injuries and damages caused by the sole negligence of the Indemnitee. If the claim, suit or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Contract.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

PIF Grant Agreement – Jefferson County Public Works – Hadlock Wastewater Treatment Plant
Debt Service – Department of Ecology Loan

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this
_____ day of _____, 2024.

**Jefferson County
Board of Commissioners**

Jefferson County Public Works

Heidi Eisenhour, Chair

Date

Monte Reinders, Director

Date

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

Date

APPROVED AS TO FORM:

Barbara D. Ehrlichman

Barbara Dykes Ehrlichman
Civil Deputy Prosecuting Attorney

12/27/2023
Date