JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of County Commissioners**

FROM: **Mark McCauley, County Administrator**

DATE: **November 12, 2024**

RE: **GRANT AGREEMENT re: Quilcene Complete Streets; Jefferson County; $202,767**

STATEMENT OF ISSUE:

On November 11, 2024, the Board of County Commissioners approved the Public Infrastructure Fund Board's recommendation to fund three projects submitted for 2025 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 submitted a proposal which will fund construction of pedestrian highway crossings, sidewalks and bicycle lanes along US Hwy 101 in Quilcene focusing on connections to the School and Community Center. These improvements will encourage a walkable community and safe biking for tourists, locals and school children, as well as increased economic vitality.

This project is important to the economic development of Jefferson County.

The attached grant agreement will enable this project to proceed.

FISCAL IMPACT:

Adequate funds are available in fund balance in the Public Infrastructure Fund - Fund 306 to pay for the entire grant amount of $202,767. Budget for this grant award will be included in the 2025 budget.

RECOMMENDATION: Approve the proposed attached Grant Agreement.

REVIEWED BY:

Mark McCauley

Mark McCauley, County Administrator

10/31/24

Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Public Works

Contract No: JCCS - Quilcene CS

Contract For: PIF Grant - Quilcene Complete Streets

Term: Through 2025

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

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

AMOUNT: $202,767

Revenue: N/A

Expenditure: $202,767

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**
- [x] **RFP or RFQ**
- [ ] **Other:**________________

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ **N/A:** ☒

Mark McCauley
Signature

10/31/24
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:** ☒

Mark McCauley
Signature

10/31/24
Date

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

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

Electronically approved by Risk Management on 10/31/2024.

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

Electronically approved as to form by PAO on 10/31/2024.
Standard language with date fix to page 3.

Grant Agreement by and Between

Jefferson County
and
Jefferson County Public Works (Grantee)

For Public Infrastructure Project Funding
Quilcene Complete Streets

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 submitted a proposal for its Quilcene Complete Streets Project; and

WHEREAS, the Quilcene Complete Streets Project will fund construction of pedestrian highway crossings, sidewalks and bicycle lanes along US Hwy 101 in Quilcene focusing on connections to the School and Community Center. These improvements will encourage a walkable community and safe biking for tourists, locals and school children, as well as increased economic vitality. This project is important to the economic development of Jefferson County; and

WHEREAS, on October 29, 2024, the Public Infrastructure Fund Board recommended that the County approve a 100% grant to Jefferson County Public Works for the Quilcene Complete Streets Project in the amount of $202,767; and

WHEREAS, on November 4, 2024 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 Quilcene Complete Streets Project. The approved maximum amount of the grant shall be $202,767. The grant ($202,767) shall be available based on submission of appropriate invoices pursuant to Section 3.

2. Project Description and Schedule. The Quilcene Complete Streets Project will fund construction of pedestrian highway crossings, sidewalks and bicycle lanes along US Hwy 101 in Quilcene focusing on connections to the School and Community Center. These improvements will encourage a walkable community and safe biking for tourists, locals and

school children, as well as increased economic vitality. Project proposal is attached as Exhibit A.

The project begins in May, 2025 and shall be completed no later than December 31, 2025.

3. Grantee Payment. Expenses incurred by the project's consultants, contractors, suppliers, or Grantee's staff for work performed on the Quilcene Complete Streets Project, as described herein, shall be submitted to the PIF Administrator by the Grantee using a detailed invoice.

   Each detailed invoice shall show individual items followed by the total amount incurred and the amount eligible for reimbursement under this grant for that particular reimbursement request. Grantee may submit such invoices to the County once per month during the course of the project for work completed. All invoices shall be submitted no later than 30 days after project completion.

   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.

  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, 2025, 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, 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

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	
______________________	______	______________________	______
Kate Dean, Chair	Date	Monte Reinders, Director	Date

ATTEST:

______________________ ______

Carolyn Gallaway, CMC Date
Clerk of the Board

APPROVED AS TO FORM:

for 10/31/2024

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

Jefferson County, Washington

Public Infrastructure Fund
Project Application

Return all Application Materials as One Document to:

carolyn@co.jefferson.wa.us by 4:30 p.m. on September 13, 2024

Project Title:	Quilcene Complete Streets		
Grant Request Amount:	$250,000-350-000 (scalable)	Loan Request Amount:	$

Contact Information

Agency:	Jefferson County		
Contact:	Eric Kuzma	Date:	9/13/24
Phone #:	(360) 385-9167	Email:	ekuzma@co.jefferson.wa.us
Address:	623 Sheridan St.	City, State, Zip:	Port Townsend, WA 98368
By signing you confirm you have authority to submit this application for PIF funds on behalf of your organization. I affirm that the information is correct to my knowledge.			
Signature:	Monte Reinders Digitally signed by Monte Reinders DN: C=US, E=mreinders@co.jefferson.wa.us, O=Jefferson County Public Works, CN=Monte Reinders Date: 2024.09.13 16:11:35-07'00'		
Printed Name:	Monte Reinders	Title:	Public Works Director/County Engineer

YOUR PROJECT

What is your "Public Facilities" project?

Please provide a brief description of your project in the box below.

Description:

This project will construct enhanced pedestrian highway crossings, sidewalks, and bicycle lanes along US 101 in Quilcene, focusing on connections to the School and Community Center. The project development phase included several design charrette-style workshops that provided the opportunity for design visualization and consensus-building among residents, business owners, and WSDOT. The original project funding was awarded though a competitive WSDOT Pedestrian and Bicycle Program grant. The PIF program provided supplemental funding in 2021. The final right-of-way needed for the project was acquired in September of this year (2024). With these final, recent acquisitions Public Works is now able to advance the project to construction, however due to compounded inflation the project is now short-funded.

Quilcene Complete Streets is part of a larger plan to bring comprehensive pedestrian and bicycle facilities to the Quilcene commercial center. These facilities will encourage a walkable community and safe bicycling for tourists, locals and school children, as well as increased economic vitality. A future phase was also scoped during the development of this project and is anticipated to proceed upon completion of this phase.

This Project is listed in the Comprehensive Economic Development Strategy (CEDS) List.

The higher end of this scalable PIF request is based upon an updated, current construction estimate for full build-out of the project. Alternatively, the lower end would allow the project to be constructed with omissions. Either amount would provide significant financial support due to the significantly overburdened Road Fund.

Where is your project located?

Description/Address:
Highway US 101 in Quilcene, between Milepost 294.62 and 294.95. This project will directly benefit the Quilcene commercial center.

Which type of Public Facility Is Your Project?

The public facility must be specifically listed under RCW 82.14.370. Please select the category(ies) which correspond to your project.

☐ Bridges	☐ Sanitary sewer facilities	☐ Electrical facilities	☐ Telecommunications infrastructure
☒ Roads	☐ Earth stabilization	☐ Natural gas facilities	☒ Transportation infrastructure
☐ Domestic water facilities	☐ Storm sewer facilities	☐ Buildings	☒ Commercial infrastructure
☐ Industrial water facilities	☐ Railroads	☐ Structures	☐ Port facilities
☐ Research, testing, training, or incubation facilities in an innovation partnership zone designated under RCW 43.330.270			
☒ Other – describe: The project also includes ped/bike and transportation improvements on School District property.			

What will be the cost of this project?

The County Commissioners may disburse funds as both grants and loans. The County negotiates the terms of each award.

Total Project Cost:	$1,419,900	**Total PIF Request:**	**$250,000 - $350,000**
		☐ Loan Request:	$
		☒ Grant Request:	$250,000 - $350,000

What other funding will you use for this project: What source, how much, & what status?

Funding Source	**Amount**	**Status** (spent, secured, applied for, or future request)
WSDOT Pedestrian & Bicycle Program Grant	$884,165	secured
2021 Jefferson County PIF Funds	$95,660	secured
Jefferson County Road Fund	$100,000	secured

Is the project ready to proceed? If not ready, what work on this project has already been completed, such as planning, engineering reports, feasibility studies, permitting, etc., have been prepared, and when? Describe what must be completed before the project is ready to proceed.

Description:
This project has been underway since 2013. Significant progress has been made, though the project stalled for many years as challenging right-of-way negotiations progressed. Only very recently have all the necessary rights-of-way been acquired. PS&E (Plans, Specifications, and Estimate) are at 95%+ and coordination is ongoing with PUD to relocate utilities. Final permitting with WSDOT is outstanding. Construction is currently planned for 2025 once all permits are approved and adequate funding is available.

How does the project satisfy, in whole or in part, the jurisdiction's economic development strategy?

Description: Growing the south County economy is beneficial to both the County and Quilcene residents alike. Providing supporting infrastructure is key to this growth.

Is this project a documented county-wide priority? If so, where does it rank?

Description: This project is in the County's 6 Year Transportation Improvement Program (TIP). Although projects in the TIP are not ranked/prioritized, this project is, and has been, the top project. It is also well supported by the Jefferson County Comprehensive Plan. The following are short excerpts from the most recent Comprehensive Plan update, "Areas of commercial infill in Quilcene are intended to provide new living-wage employment opportunities. Commercial development can take advantage of a high volume of visitors because of the community's location on both Highway 101 and Center Valley Road. The amount of potential commercial infill development depends on the availability of public services"; and "...ensure the success of Rural Commercial Centers (such as Quilcene center), including access to affordable housing, family wage jobs, small business opportunities, **non-motorized and multimodal transportation options**, and services in and for the rural areas"; and, "...Quilcene provides opportunities for greater densities and the creation of multi-family housing units, depending on available infrastructure", etc.

What are the anticipated outcomes of this project in terms of the criteria identified below? Quantify information where possible.

- **How many businesses do you plan on serving with this project? 10**
- **How many full-time, permanent jobs will this project create or retain?**
    - **Retain: some, though calculation would be speculative**
    - **Create in 1-3 years: some, though calculation would be speculative**
    - **Create in 3-5 years: some, though calculation would be speculative**
- **What is the size of the population that will benefit by these infrastructure improvements? 600+ (Quilcene) 33,000+ (Jefferson County)**
- **How many jobs during construction? 15-20**
- **How will this project improve local infrastructure capacity?**

Description:
Highway 101 through Quilcene serves as the de facto Mainstreet. Unfortunately, the transportation infrastructure is primarily dedicated to vehicular traffic with little to no facilities for pedestrians or bicycles. What facilities do exist are antiquated and not ADA (Americans with Disabilities Act) compliant. A comprehensive plan for pedestrian and bicycle improvements was created early on in this project with this Phase 1 prioritizing improvements along the School and Community Center frontage. Completion of this Phase 1 project will position the County well for pursuing subsequent funding from WSDOT to complete the planned Phase 2 project (also included in the 6-Yr. TIP).

How many months will the work on this project take to complete?

Description: 12 months – including design, final permits, bidding, and construction.

Are there other factors significant to this project that we should be aware of, such as health and safety, emergency declaration, "bird in hand" efforts, volunteer efforts, etc.?

Description:
Jefferson County's Road Fund is under significant budgetary strain. The County's Capital Road Program is almost entirely reliant upon grant funds. The limited Road funds that are available are strategically used to leverage the grant funds that make the program possible and already committed.

What Is The Project Phasing?

Articulate the major phases of this project, including the start and completion date, PIF Funds requested for each phase, the eligible PIF expenditure category(ies) for that phase, and if asking for PIF funds for more than one phase, whether PIF funds could be awarded for each phase, separate from PIF funding for the other phases.

Eligible PIF Expenditure Categories: The Washington State Attorney General 2001 No.5 opinion states that these funds may only be used for the following 6 eligible cost categories:

1. project design, including feasibility and marketing studies & plans, and debt & revenue impact analysis
2. costs of site planning & analysis
3. land use & permitting costs
4. project-specific environmental costs
5. capital facilities costs, including acquisition, construction, rehabilitation, alteration, expansion, or improvements of public facilities
6. costs of development & improvement for the public facilities

Phase	Start date	End date	PIF Grant Request (if any)	PIF Loan Request (if any)	PIF Expenditure Categories – write in number(s) from above.	Can This Phase be Funded with PIF, Separate From the Other PIF Phases?
Engineering/Bidding	01/01/13	02/30/25	$0	$		
Construction	05/01/25	12/31/25	$250,000 - $350,000	$	5	Y
			$	$		
			$	$		
			$	$		
			$	$		