

CLARK COUNTY
STAFF REPORT

Sum
4/2

DEPARTMENT/DIVISION: Department of Public Works / Transportation Program

DATE: May 28, 2013

REQUEST: Approve and authorize the Public Works Director/County Engineer to sign an Interlocal Agreement with the Town of Yacolt (in an amount not to exceed \$150,000), for a 2013 overlay project, CRP # 323122.

CHECK ONE: X Consent Chief Administrative Officer

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems within Clark County
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a desirable quality of life
- Improve environmental stewardship and protection of natural resources
- Increase partnerships and foster an engaged, informed community
- Make Public Works a great place to work

BACKGROUND: The County agrees to contribute a total of \$150,000 in county road funds, in exchange for regional STP-Rural funds totaling \$150,000 which will be used for the County's share of construction of Timmen Road, a partnership project with the cities of Ridgefield and La Center. The exchange of funds for transportation improvements in the region will benefit residents of the cities of Ridgefield and La Center, and Town of Yacolt.

COMMUNITY OUTREACH: Outreach for the County's overlay project has been associated with the annual Transportation Improvement Program (TIP), which includes the 2013 overlay project. Website postings and weekly construction notices will occur throughout the construction phase.

BUDGET AND POLICY IMPLICATIONS: The County agrees to not exceed the estimated budget amounts as stated in the Interlocal Agreement. If the budget is exceeded, the County and Town will agree to reimburse any overage. The 2013 Overlay project, including Railroad Ave, is included in the County's 2013-2018 Transportation Improvement Plan, and 2013 Annual Construction Program.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED It is requested the Board of County Commissioners approve and authorize the Public Works Director to sign the attached Interlocal Agreement with the Town of Yacolt in an amount not to exceed \$150,000.

DISTRIBUTION: Please return both originally signed copies of the agreement to the Department of Public Works Transportation Programming Section, attention Linda Small. Also, please provide Public Works with a copy of the approved Staff Report indicating the Board's action.



William Wright, P.E.
Transportation Programming Manager



Peter Capell, P.E.
Public Works Director/County Engineer

APPROVED: 

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

May 28, 2013

SR 098-13

BW/PC/PW/scw
Attachments: Fiscal Impact Statement and Ridgefield Interlocal, La Center Interlocal

PW 13-049



FISCAL IMPACT ATTACHMENT

CRP: 323122 Overlay Project - Railroad Ave, Yacolt

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The County agrees to contribute a total of \$150,000 for the County's share of construction of Timmen Road, a partnership project with the cities of Ridgefield and La Center. The terms of this exchange are described in an Interlocal Agreement with the Town of Yacolt. This project is included in the County's 2013-2018 Transportation Improvement Plan, and 2013 Annual Construction Program.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund	\$150,000	\$150,000		\$0	\$0	\$0
Total:	\$150,000	\$150,000	\$0	\$0	\$0	\$0

II.A - Describe the type of revenue (grant, fees, etc.)

Public Works will use federal grant funds of \$150,000 from the Surface Transportation Program-Rural (STP-R) for this project.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund		\$150,000	\$150,000		\$0	\$0	\$0
Total:		\$150,000	\$150,000	\$0	\$0	\$0	\$0

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits	\$15,000	\$15,000		\$0		
Consultant						
Supplies						
Travel						
Other controllables						
Capital Outlays	\$135,000	\$135,000		\$0		
Inter-fund Transfers						
Debt Service						
Total:	\$150,000	\$150,000	\$0	\$0	\$0	\$0

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INTERLOCAL AGREEMENT

This Interlocal Agreement (“AGREEMENT”) between the municipalities is made and entered by and between the TOWN OF YACOLT, (“TOWN”), and CLARK COUNTY (“COUNTY”), pursuant to RCW 39.34.080.

WHEREAS, the TOWN is planning to improve South Railroad Avenue from the intersection with East Yacolt Road to South of East Hoag Street, (Yacolt’s Town limit), within the Town limits of Yacolt, Washington, by overlaying with asphalt within the existing road section and upgrading speed control, road signs and posts to current standards, (hereinafter called the “PROJECT”).

WHEREAS, the COUNTY is planning to complete County-wide hot-mix overlays in various locations throughout the County at the same time and to generally the same specifications as the TOWN’S PROJECT.

WHEREAS, it is mutually beneficial to combine TOWN and COUNTY work into one construction bid. In addition, the residents of Clark County will benefit from the exchange of funds budgeted for transportation improvements to Timmen Road serving the cities of Ridgefield and La Center, and South Railroad Avenue, serving the Town of Yacolt. Residents of unincorporated Clark County, businesses, and other travelers will also benefit from an improved transportation system as a result of this AGREEMENT.

WHEREAS, the TOWN and the COUNTY have agreed that the COUNTY will provide professional engineering services for project management, survey, civil design, construction management, and test services for the PROJECT. The COUNTY will prepare plans, specifications, and an estimate for the PROJECT suitable for competitive bidding as part of a combined COUNTY and TOWN construction effort.

WHEREAS, the PROJECT will be constructed to meet TOWN road standards; and

WHEREAS, the COUNTY and the TOWN plan to begin construction as early as the spring of 2013, but no later than winter of 2013.

NOW THEREFORE it is mutually agreed between the parties hereto as follows:

1. The COUNTY agrees to provide services in support of the PROJECT which will include preliminary engineering, project management, survey, civil design, construction management, and test services, to permit a constructible project as described in the Project Bid Proposal and Contract Documents for County Road Project #323122, incorporated herein by reference.
2. The COUNTY agrees to contribute a total of \$150,000 to the construction costs of the TOWN’S PROJECT from County road funds in exchange for the TOWN’S having agreed to

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TOWN OF YACOLT AND CLARK COUNTY
SOUTH RAILROAD AVENUE
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forsake regional STP-Rural funds totaling \$150,000 in 2012 and to allow those funds to be used for the County's share of construction of Timmen Road, a partnership project with the cities of Ridgefield and La Center, (Attachment A).

3. Any modification to this AGREEMENT must be in writing and subject to the consent of each party.
4. The TOWN agrees to compensate the COUNTY for expenditures exceeding \$150,000 for work related to the PROJECT due to higher than anticipated bid results or for additional work specifically requested by the TOWN that is not addressed in the bid plans and specifications for CRP # 323122. If the bid price exceeds the engineers' estimate for all work related to the PROJECT, COUNTY staff will meet with TOWN officials to determine how to reduce the PROJECT or increase the cost to complete the overlay resulting in an amendment to this AGREEMENT. If the bid price for the PROJECT is less than \$150,000, the TOWN may work with COUNTY staff to determine whether remaining funds can be used to pay for other road improvement projects within the TOWN's limits.
5. No liability shall attach to the TOWN or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. This AGREEMENT is executed for the benefit of the parties and the public generally. This AGREEMENT is not intended and shall not be construed as creating any third-party beneficiary.
6. This AGREEMENT does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The TOWN and the COUNTY shall be jointly responsible for administering the performance of this AGREEMENT as provided herein. The TOWN and the COUNTY will not acquire any jointly-owned real or personal property in connection with the performance of this AGREEMENT. Any real or personal property used or acquired by the TOWN or the COUNTY in connection with the performance of this AGREEMENT shall be disposed of by that party as it shall determine in its discretion. Except as provided herein, the TOWN and the COUNTY shall each be responsible for its own individual financial costs of performance of this AGREEMENT. No joint budget will be prepared to carry out the performance of this AGREEMENT. The duration of this AGREEMENT will be as set forth in the Project Scoping Report.
7. Either party may terminate this AGREEMENT by providing to the other party 30 days' advance written notice of the date of termination, and by paying in full any balance owing for services rendered to the other as of the date of termination. Written notice shall be deemed given when it is actually received by the other party at the address as set forth with its signature, below.
8. This AGREEMENT shall be deemed to have been executed and delivered within the

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State of Washington. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this AGREEMENT shall be filed in the Superior Court of Clark County, Washington.

9. The COUNTY shall not sublet or assign any of the services covered under this AGREEMENT without express written consent by the TOWN.

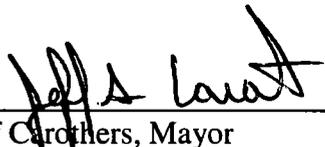
10. Waiver by either party of any provision of this AGREEMENT or any time limitation provided for herein shall not constitute a waiver of any other provision or time limitation.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

DATED this ___ day of _____, 2013.
FOR CLARK COUNTY

DATED this ^{20th} day of May, 2013.
FOR the TOWN of YACOLT

Peter Capell, Public Works Director
1300 Franklin Street, 4th Floor
PO Box 9810
Vancouver, WA 98666-9810



Jeff Crothers, Mayor
Town of Yacolt
202 W. Cushman Street; PO Box 160
Yacolt, WA 98675

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

By: 

Christopher Horne
Deputy Prosecuting Attorney

By: 

David Ridenour 5-20-13
Town Attorney

New STP-R

	CN Cost	Ridgefield		CCPW		LaCenter	
Total Timmen CN	\$ 2,531,000	\$ 506,200	20.0%	\$ 1,346,492	53.2%	\$ 680,839	26.9%
	\$ -	\$ -		\$ -		\$ -	
Total CN	\$ 2,531,000	\$ 506,200		\$ 1,346,492		\$ 680,839	
less Safety grants	\$ 190,674	\$ -		\$ 128,757	67.5%	\$ 61,916	32.5%
less STP-R (old)	\$ 889,000	\$ 176,022	20.0%	\$ 479,171	53.2%	\$ 233,807	26.9%
less STP-R (new)	\$ 450,000	\$ 89,100	20.0%	\$ 242,550	53.2%	\$ 118,350	26.9%
less STP-R (Yacolt)	\$ 150,000	\$ -		\$ 150,000		\$ -	
Non Fed Total	\$ 851,326	\$ 241,078		\$ 346,014		\$ 266,766	
less TIB	\$ 231,273	\$ 120,002		\$ -		\$ 111,271	
Agency (gross)	\$ 620,053	\$ 121,076		\$ 346,014		\$ 155,495	
less CPU offset	\$ 308,150	\$ -		\$ 308,150		\$ -	
Agency (net)	\$ 311,903	\$ 121,076		\$ 37,864		\$ 155,495	
Min Fed match	\$ 232,387						
Available Fed match	\$ 851,326						
	TIB match	\$28,696				\$22,750	

Fed grants apportioned by cost.

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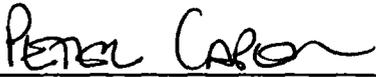
9. The COUNTY shall not sublet or assign any of the services covered under this AGREEMENT without express written consent by the TOWN.

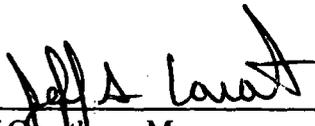
10. Waiver by either party of any provision of this AGREEMENT or any time limitation provided for herein shall not constitute a waiver of any other provision or time limitation.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

DATED this 28th day of May, 2013.
FOR CLARK COUNTY

DATED this 20th day of May, 2013.
FOR the TOWN of YACOLT


Peter Capell, Public Works Director
1300 Franklin Street, 4th Floor
PO Box 9810
Vancouver, WA 98666-9810


Jeff Carothers, Mayor
Town of Yacolt
202 W. Cushman Street; PO Box 160
Yacolt, WA 98675

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

By: 
Christopher Horne
Deputy Prosecuting Attorney

By: 
David Ridenour
Town Attorney
5-20-13