

Sub
4/2

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Department of Public Works / Transportation Program

DATE: April 30, 2013

REQUEST: Approve and authorize the Public Works Director/County Engineer to sign updated Interlocal Agreements with the City of La Center (in an amount not to exceed \$360,905), and the City of Ridgefield (in an amount not to exceed \$379,350) for the Timmen Road project, CRP # 301322.

CHECK ONE: 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: An Interlocal Agreement was approved by the board on April 24th, 2012 establishing a partnership with the City of La Center to share in the cost of repaving a portion of Timmen Road annexed by La Center.

An earlier Interlocal Agreement approved on April 12th, 2011 established a partnership with the City of Ridgefield whereby Clark County would perform an asphalt overlay on a portion of North and South 85th Street adjacent to Timmen Road, at the City's expense.

Since the two Interlocal agreements were approved, Clark County and the Cities have received additional federal grants reducing the expense to all three jurisdictions and requiring an update to the original Interlocal Agreements. The attached Interlocal Agreements detail the distribution of additional federal monies proportionate to the cost of roadway being improved in each jurisdiction, and extend the end date of the agreements to reflect the current construction schedule.

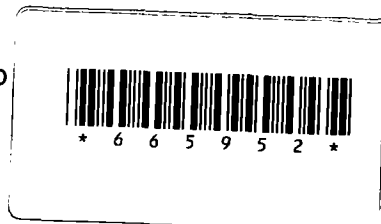
COMMUNITY OUTREACH: Each Interlocal Agreement has been approved by the respective city council's, including customary local outreach. Outreach for the county portion of Timmen Road has included open house meetings, mailings to nearby residents and multiple methods of outreach associated with the annual Transportation Improvement Program (TIP), which includes the Timmen Road project.

BUDGET AND POLICY IMPLICATIONS: The County agrees to not exceed the estimated budget amounts as stated in the respective Interlocal Agreements. If the budget is exceeded, the County will provide an explanation and receive written permission from the City of La Center and/or City of Ridgefield for the overage.

The Timmen Road project is included in the County's 2013-2018 Transportation Improvement Plan, and 2013 Annual Construction Program (Item 21).

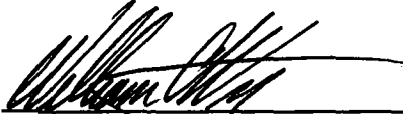
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

PW13-040



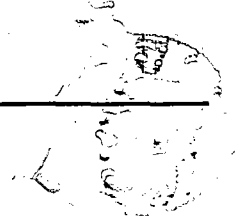
ACTION REQUESTED It is requested the Board of County Commissioners approve and authorize the Public Works Director to sign the attached Interlocal Agreement with the City of LaCenter in an amount not to exceed \$360,905, and the attached Interlocal Agreement with the City of Ridgefield in an amount not to exceed \$379,350.

DISTRIBUTION: Please return both originally signed duplicates of each agreement to the Department of Public Works Transportation Programming Section, attention Michael Derleth. 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

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



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

April 30, 2013

SR 072-13

BW/PC/PW/scw

Attachments: Fiscal Impact Statement and Ridgefield Interlocal, La Center Interlocal.

PW 13-040

FISCAL IMPACT ATTACHMENT

CRP: 301322 Timmen Road Project

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.

This Fiscal Impact reflects additional grant funding and a corresponding change in city / county funds. The description below remains unchanged from the original Staff Report PW 12-039 approved May 8, 2012.

Clark County has received federal funds to reconstruct Timmen Road between NE 279th Street and La Center Road. The existing concrete pavement will be crushed and overlaid with 5 inches of new asphalt. Guardrails will be replaced and modernized to current standard. The City of La Center will reimburse Clark County for the portion between NE 309th Circle and NE La Center Road which was annexed in 2011. Clark Public Utilities will be constructing a new 24 inch water main in Timmen Road from NE 279th Street to La Center Road and will reimburse Clark County for all work associated with installing the water main. Clark County will also overlay and reconstruct an adjoining portion of North and South 85th Avenue in the City of Ridgefield between NE 279th Street and South 5th Street. The City of Ridgefield will reimburse Clark County for this work. Timmen Road Project is currently in the 2013 adopted ACP in the Road Fund (item no. 21).

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
1012 Road Fund	\$4,716,809	\$4,716,809		\$0	\$0	\$0
Total:	\$4,716,809	\$4,716,809	\$0	\$0	\$0	\$0

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

The NE Timmen Road Project project includes the following:

Federal (STP-Safety)	\$ 190,674
Federal (STP-R)	\$ 1,489,000
Clark Public Utilities	\$ 2,245,849
City of La Center	\$ 195,927
City of Ridgefield	\$ 194,878
County Road Fund	\$ 400,481
Total	\$ 4,716,809

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		\$4,716,809	\$4,716,809		\$0	\$0	\$0
Total:		\$4,716,809	\$4,716,809	\$0	\$0	\$0	\$0

III.B = Expenditure by object category

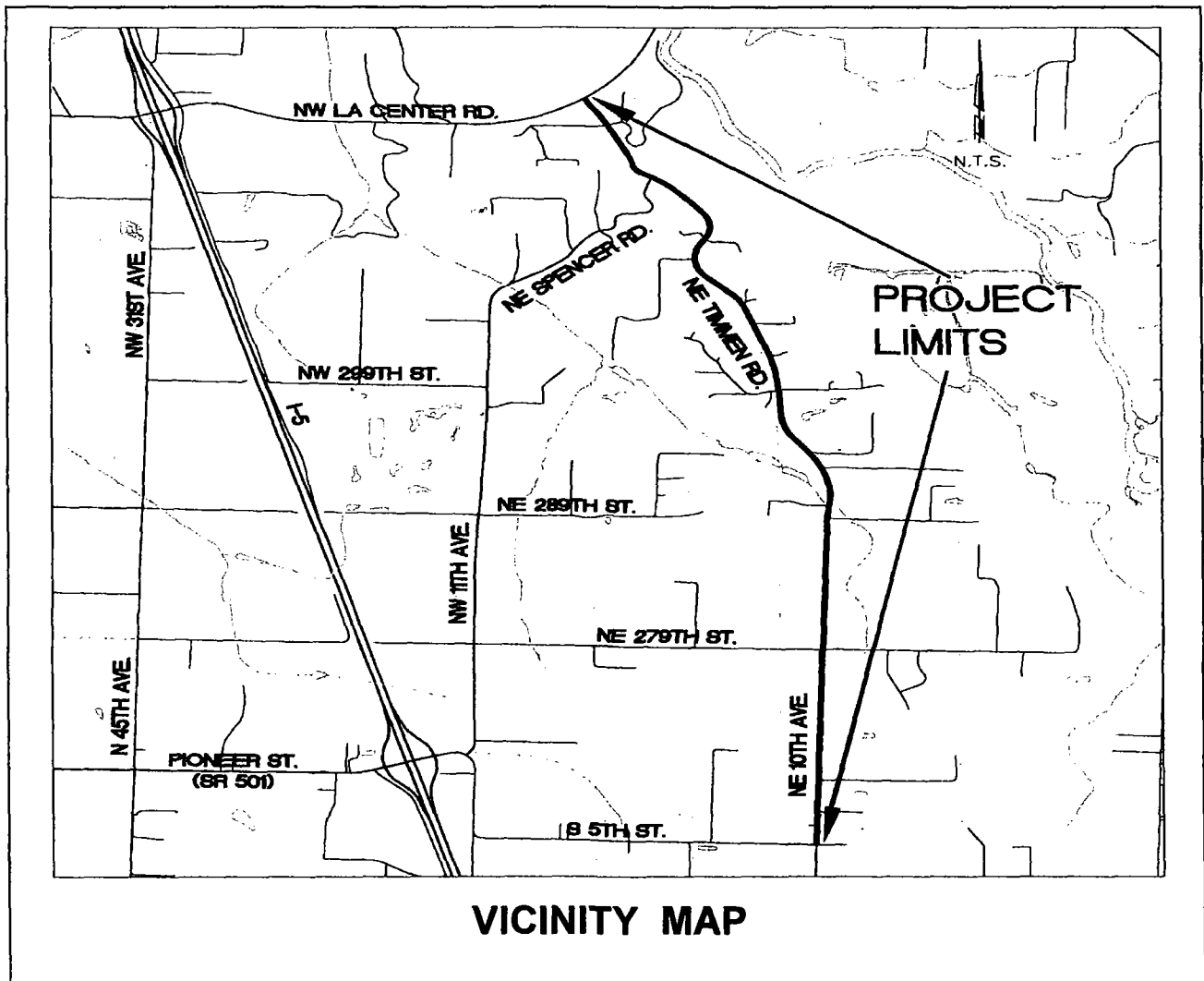
Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	Road Fund	Total	Road Fund	Total	Road Fund	Total
Salary/Benefits	\$448,700	\$448,700		\$0		
Consultant						
Supplies						
Travel						
Other controllables						
Capital Outlays	\$4,268,109	\$4,268,109		\$0		
Inter-fund Transfers						
Debt Service						
Total:	\$4,716,809	\$4,716,809	\$0	\$0	\$0	\$0

CLARK COUNTY WASHINGTON

DEPARTMENT OF PUBLIC WORKS
ENGINEERING & CONSTRUCTION DIVISION

TIMMEN ROAD PROJECT NE 5TH ST (RIDGEFIELD) TO LACENTER RD (LACENTER)

CRP No. 301322



VICINITY MAP

INTERLOCAL AGREEMENT

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this _____ day of February 2013, by and between the CITY OF LA CENTER, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080.

WHEREAS, the CITY is planning to improve NW Timmen Road, from NE 309th Cir, (La Center's southern City limit) in the City of La Center to the intersection with La Center Road, within the city limits of La Center, Washington, hereinafter called the "PROJECT," by stabilizing or removing the existing failed concrete pavement and overlaying with asphalt within the existing road section. Guardrail, road signs and posts will be upgraded to current standards.

WHEREAS, the COUNTY is planning to improve NW Timmen Road, from NE 279th Street to the intersection of La Center Road hereinafter called the PROJECT), at the same time and to generally the same specifications as the CITY's project.

WHEREAS, it is mutually beneficial to combine CITY and COUNTY work into one construction bid.

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

WHEREAS, the Project will be constructed to meet COUNTY road standards, or as modified by authorized modifications by the CITY; and

WHEREAS, The COUNTY and the CITY plan to begin construction in the spring of 2013.

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

1. The COUNTY agrees to provide services which will include without limitation, preliminary engineering, project management, survey, civil design, construction management, test services, environmental permitting, and grant administration to permit a constructible project as described in the Project Scoping Report (Exhibit A), January 20, 2012 Budget Memo (Exhibit B) and La Center Budget Estimate (Exhibit C), incorporated herein by reference. COUNTY grants for construction phase activities, including those within the CITY as described in the Construction Funding spreadsheet (Exhibit D), incorporated herein by reference. The CITY, in consideration of the work described above, agrees to pay to the COUNTY approximately \$360,905 which may be from a variety of funding sources, including Transportation Improvement Board grant funds.
2. Except as otherwise provided in this section 2, any modification to this AGREEMENT must be in writing and subject to the consent of each party. The COUNTY agrees to not exceed

INTERLOCAL AGREEMENT
CITY OF LA CENTER AND CLARK COUNTY
TIMMEN ROAD IMPROVEMENTS
PAGE 2 OF 3

the estimated budget amounts as described in the Project Scoping Report (Exhibit A) for each category of work including Preliminary Engineering, Right-of-Way, Construction or Construction Engineering, without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the CITY.

3. The CITY agrees to make monthly progress payments and at completion of the project. The final payment for remaining project costs shall be submitted within sixty (60) days after receipt of billing from the COUNTY. The final billing will occur after the project is accepted by the CITY.

4. No liability shall attach to the CITY or the COUNTY by reason of entering into this AGREEMENT or interlocal assistance 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.

5. This AGREEMENT does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The CITY and the COUNTY shall be jointly responsible for administering the performance of this AGREEMENT as provided herein. The CITY 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 CITY 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 CITY 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.

6. 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.

7. This AGREEMENT shall be deemed to have been executed and delivered within the 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.

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

9. Waiver by either party of any provision of this AGREEMENT or any time limitation

INTERLOCAL AGREEMENT
CITY OF LA CENTER AND CLARK COUNTY
TIMMEN ROAD IMPROVEMENTS
PAGE 3 OF 3

provided for herein shall not constitute a waiver of any other provision, or time limitation.

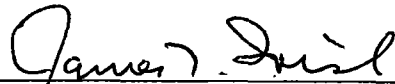
10. County has identified utilities in the clear zone and has/will contact(ed) PUD #1 regarding resolution. City wishes County to resolve clear zone issues in the city on its behalf using the same process and applying the same standards as County utilizes to resolve issues in the unincorporated area.

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

DATED this ___ day of February 2013.
FOR CLARK COUNTY

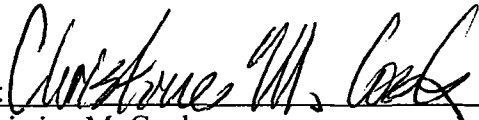
DATED this ___ day of February 2013.
FOR the CITY of LA CENTER

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




James T. Irish, Mayor
City of La Center
419 E. Cedar Ave., Ste A201
La Center, WA 98629

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

By: 

Christine M. Cook,
Deputy Prosecuting Attorney

By: 

Daniel Kearns
City Attorney

Exhibit D

Estimated Construction Funding:

1/30/2013

Timmen Road CRP: 301322

	CN Cost	Ridgefield		CCPW		LaCenter	
Total Timmen CN	\$ 2,320,001	\$ 460,000	19.8%	\$ 1,250,000	53.9%	\$ 610,000	26.3%
<u>Yacolt Project</u>	\$ 150,000	\$ -		\$ 150,000	100.0%	\$ -	
Total CN	\$ 2,470,001	\$ 460,000		\$ 1,400,000		\$ 610,000	
less Safety grants	\$ 190,674	\$ -		\$ 128,757	67.5%	\$ 61,916	32.5%
less STP-R (old)	\$ 889,000	\$ 176,022	19.8%	\$ 479,171	53.9%	\$ 233,807	26.3%
less STP-R (new)	\$ 450,000	\$ 89,100	19.8%	\$ 242,550	53.9%	\$ 118,350	26.3%
less STP-R (for Yacolt)	\$ 150,000	\$ -		\$ 150,000	100.0%	\$ -	
Agency Gross (Fed-Match)	\$ 790,327	\$ 194,878		\$ 399,522		\$ 195,927	
less estimated TIB	\$ 231,273	\$ 120,002		\$ -		\$ 111,271	
Agency Net	\$ 559,054	\$ 74,876		\$ 399,522		\$ 84,656	
Min Fed match	\$ 232,387						
Available Fed match	\$ 790,327						
	TIB req'd match	\$28,696				\$22,750	

Fed grants apportioned by cost.

INTERLOCAL AGREEMENT

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this _____ day of April 2013, by and between the CITY OF RIDGEFIELD, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080 and amends the previous agreement between the parties adopted May 12th, 2011

WHEREAS, the CITY is planning to improve 85th Avenue, from S 5th Street to N 10th Street, within the city limits of Ridgefield, Washington, hereinafter called the "Project", by stabilizing or removing the existing failed concrete pavement and overlaying with asphalt within the existing road section. Road signs and posts will be upgraded to current standards.

WHEREAS, the COUNTY is planning to improve Timmen Road, from NE 279th Street (aka N 10th Street, Ridgefield's northern City limit) to LaCenter Road, at the same time and to generally the same specifications as the CITY's project.

WHEREAS, it is mutually beneficial to combine CITY and COUNTY work into one construction bid.

WHEREAS, the CITY and the COUNTY have agreed that the COUNTY will provide professional engineering services for project management, survey, civil design, construction management, test services, environmental permitting, and grant administration for the project. The COUNTY will prepare plans, specifications, and an estimate suitable for competitive bidding as part of a combined COUNTY and CITY construction effort for base stabilization and overlaying of 85th Ave/Timmen Road from S 5th Street to La Center Road.

WHEREAS, the Project will be constructed to meet CITY road standards, or as modified by authorized modifications by the CITY; and

WHEREAS, The COUNTY and the CITY plan to begin construction in spring 2013 and a construction contract was awarded for this work in December 2012.

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

1. The COUNTY agrees to provide services which will include without limitation, preliminary engineering, project management, survey, civil design, construction management, test services, environmental permitting, and grant administration to permit a constructible project as described in the Project Scoping Report (Exhibit A), incorporated herein by reference. The CITY, in consideration of the work described above, agrees to pay to the COUNTY approximately \$379,350 which may be from a variety of funding sources, including Transportation Improvement Board grant funds. Federal STP funding received by the COUNTY will be apportioned to the project as shown in Exhibit D attached and incorporated herein by reference.
2. Except as otherwise provided in this section 2, any modification to this AGREEMENT

INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
85TH AVENUE IMPROVEMENTS
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must be in writing and subject to the consent of each party. The COUNTY agrees to not exceed the estimated budget amounts as described in the Project Scoping Report (Exhibit A) for each category of work including Preliminary Engineering, Right-of-Way, Construction or Construction Engineering, without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the CITY.

3. The CITY agrees to make monthly progress payments and at completion of the project. The final payment for remaining project costs shall be submitted within sixty (60) days after receipt of billing from the COUNTY. The final billing will occur after the project is accepted by the CITY.

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5. This AGREEMENT does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The CITY and the COUNTY shall be jointly responsible for administering the performance of this AGREEMENT as provided herein. The CITY 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 CITY 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 CITY 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.

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INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
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9. 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 April 2013.
FOR CLARK COUNTY


DATED this 4th day of April 2013.
FOR the CITY of RIDGEFIELD

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



Phillip M. Messina, City Manager
230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

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

By: 
Christine M. Cook,
Deputy Prosecuting Attorney

By: _____
Janean Parker,
City Attorney

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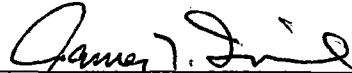
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

DATED this 6th day of ~~February~~ MAY 2013.
FOR CLARK COUNTY

DATED this ___ day of February 2013.
FOR the CITY of LA CENTER

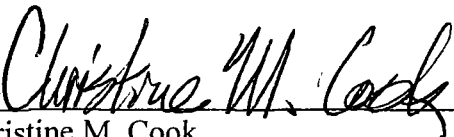


Pete Capell, PE, Public Works Director
1300 Franklin Street, 4th Floor
PO Box 9810
Vancouver, WA 98666-9810

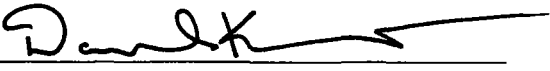


James T. Irish, Mayor
City of La Center
419 E. Cedar Ave., Ste A201
La Center, WA 98629

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

By: 

Christine M. Cook,
Deputy Prosecuting Attorney

By: 
Daniel Kearns
City Attorney

INTERLOCAL AGREEMENT

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INTERLOCAL AGREEMENT
CITY OF RIDGEFIELD AND CLARK COUNTY
85TH AVENUE IMPROVEMENTS
PAGE 3 OF 3

9. 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 6th day of May 2013.
FOR CLARK COUNTY

DATED this 4th day of April 2013.
FOR the CITY of RIDGEFIELD



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



Phillip M. Messina, City Manager
230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

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

By: 

Christine M. Cook,
Deputy Prosecuting Attorney

By: _____

Janean Parker,
City Attorney