

PIF Grant Agreement – Sims Way Gateway Plan Implementation and Boat Yard Expansion

Grant Agreement by and Between

Jefferson County
and
Port of Port Townsend, Jefferson County Public Utility District #1 and the City of Port
Townsend (Grantees)

For Public Infrastructure Project Funding
Sims Way Gateway and Boatyard Expansion

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, the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project will address safety and reliability issues with the main power transmission lines feeding Port Townsend, implement the City's Gateway Development Plan and expand the boat yard along Sims Way to provide additional work space to support marine trades jobs in Jefferson County. This project is important to the economic development of Jefferson County; and

WHEREAS, on November 2, 2021, the Public Infrastructure Fund Board recommended that the County approve a 100% grant to the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project in the amount of \$1,000,000; and

WHEREAS, on November 15, 2021 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 Grantees, 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 Grantees for Sims Way Gateway Plan Implementation and Boat Yard Expansion Project. The approved maximum amount of the grant shall be \$1,000,000. The grant (\$1,000,000) shall be available based on submission of appropriate invoices pursuant to Section 3.
2. Project Description, Schedule and Budget. The Sims Way Gateway Plan Implementation and Boat Yard Expansion Project will address safety and reliability issues with the main power transmission lines feeding Port Townsend, assist in implementing the City's Gateway Development Plan and expand the boat yard along Sims Way hereby providing additional work space to support marine trades jobs in Jefferson County.

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To achieve these objectives, the project will remove the Lombardy Poplars along Sims Way, underground the power transmission lines on the south side of Sims Way, expand the boat yard to the Port's property line including electrical distribution and lighting, construct a pedestrian sidewalk on the south side of Sims Way, replant trees on the Sims Way corridor (with irrigation on the south side), and fence the boat yard with an aesthetically pleasing design.

The project begins late 2021 and shall be completed no later than December 31, 2023.

The grant funds \$1,000,000 of the project's total cost of \$1,970,000, with funds to be allocated among the Grantees as described in the funding request submitted to the PIF Board (Port - \$450,000; PUD - \$350,000; City \$200,000).

3. **Payment.** Expenses incurred by the project's consultants, contractors, suppliers, or Grantees' staff for work performed on the Sims Way Gateway Plan Implementation and Boat Yard Expansion Project, as described herein, shall be submitted to the PIF Administrator by the Grantees using a detailed invoice. The Port of Port Townsend is the point of contact for invoices and subsequent reimbursement requests to the County and will make those requests consistent with the project budget allocation provided by the Grantees in the PIF Grant application.

Each detailed invoice shall show individual items followed by the total amount incurred and the amount eligible for reimbursement under this grant as well as the payee(s) (i.e., City, Port or PUD) for that particular reimbursement request. Grantees 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.** Grantees 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, Grantees, 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 Grantees 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 Grantees.
 - ii. Grantees 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 Grantees in the event that the funding for the project ceases or is reduced in amount. Grantees will be reimbursed for services expended up to the date of termination.
 - d. Termination by Grantees.
 - 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, Grantees, 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. Grantees 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. Grantees 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 Grantees 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 Grantees 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.** Grantees 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 and agents, 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, or subcontractors 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

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IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed this 15th day of November, 2021.


**Jefferson County
Board of Commissioners**



Kate Dean, Chair

11/15/21
Date

Port of Port Townsend



Eron Berg, Director

11/16/21
Date


ATTEST:



Carolyn Galloway

11/15/21
Date

City of Port Townsend

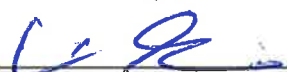


John Mauro, City Manager

11.16.21
Date

Clerk of the Board


Public Utility District #1



Kevin Streett, General Manager

11-16-21
Date

APPROVED AS TO FORM:



Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

11/12/2021
Date