

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Environmental Services / Resource Enhancement and Permitting / Capital Permitting

DATE: September 30, 2014

REQUEST: Authorize the Environmental Services Director to sign a local agency agreement with the Washington State Department of Transportation for Liaison Services in the amount not to exceed \$50,000.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: The Washington Department of Transportation (WSDOT) funds and manages a Liaison Program to help transportation projects move through the environmental permitting process with various agencies. This Liaison Program used to be available to local agencies on transportation projects funded through the Federal Highway Administration, but has not been available in recent years due to budget cuts.

This fall the Capital Permitting section of the Environmental Services Department will be submitting permit applications to the U.S. Army Corps of Engineers for a minimum of 10 projects, 8 of which are Public Works transportation projects. All of these projects have construction bid advertisement dates for Summer 2015. The local Vancouver Field Office of the Army Corps has been back-logged this year causing a substantial delay on the NE 119th Street project. In order to avoid similar costly delays on projects scheduled for construction in 2015, Environmental Services staff approached the WSDOT Liaison Program for assistance.

The WSDOT Liaison Program will assist Environmental Services and Public Works by providing US Army Corps Liaisons at cost for eight (8) different projects. Based on WSDOT Liaison Program records of permit review timelines for projects that have obtained similar permits, the review timelines allotted in Exhibit C of the agreement appear adequate for meeting permitting deadlines for these projects and ensuring Public Works will be able to advertise for construction bids on schedule.

COMMUNITY OUTREACH: All work associated with this agreement will be for specific Public Works Transportation Capital Improvement Projects. Each individual project involves a public outreach process and Public Works adopts the annual Transportation Improvement Plan through a public outreach process.

BUDGET AND POLICY IMPLICATIONS: Liaison Services provided by WSDOT as part of this agreement will be an amount not to exceed \$50,000. Costs for these services are included in the approved 2013-2014 and 2015-2016 biennial budgets.

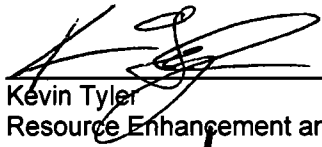
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the Environmental Services Director to sign a local agency agreement with the Washington State Department of Transportation for Liaison Services in the amount not to exceed \$50,000.

DISTRIBUTION: Please return the approved staff report to Environmental Services Administration.

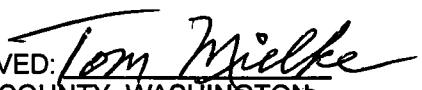
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Kevin Tyler
Resource Enhancement and Permitting Manager


Don Benton
Environmental Services Director

KT/KT
Attach. WSDOT Local Agency Agreement

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

9/30/14 SR 220-14

FISCAL IMPACT ATTACHMENT

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 request is to authorize the Environmental Services Director to execute a local agency agreement with WSDOT for Liaison Services to ensure timely permitting with the U.S. Army Corps of Engineers. Agreed services will be an amount not to exceed \$50,000 over an approximate 1-year period ending June 2015. Costs for these services are included in the approved 2013-2014 and 2015-2016 biennial budgets and will be reimbursed to Environmental Services from the Road Fund.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1012- Road Fund		\$10,000.00		\$40,000.00		
Total:	\$0.00	\$10,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00

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

Funding for use of the Liaison Program will come specific transportation projects funded by the Road Fund.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1012-Road Fund			\$10,000.00		\$40,000.00		
Total:		\$0.00	\$10,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$10,000.00		\$40,000.00		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$10,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00



<p align="center">Local Agency Preliminary Engineering Participating Agreement</p> <p align="center">Work by State - Actual Cost</p>		Local Agency and Address Clark County, Environmental Services P.O. Box 9810 Vancouver, WA 98666-9810
		Section / Location Clark County
Agreement Number GCB1796		<p>Attachments made a part of this agreement</p> <p>Exhibit "A" Estimate of Costs</p> <p>Exhibit "B" Description of Work</p> <p>Exhibit "C" Project List</p>
State Route Number multiple	Control Section Number n/a	
Region Southwest	Surety Bond n/a	
Advance Payment Amount n/a		

This AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY has requested that the STATE perform certain work as described herein, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the work as shown in Exhibit "B" Description of Work.

Plans, specifications and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the LOCAL AGENCY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The LOCAL AGENCY may withhold this acceptance of work by submitting written notification to the STATE within the 90-day period. This notification shall include the reasons for withholding the acceptance.

**II
PAYMENT**

The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of the work as shown in Exhibit "A" Estimate of Cost.

Partial payments shall be made by the LOCAL AGENCY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE. If the LOCAL AGENCY is not entitled to receive Motor Vehicle Funds, a surety bond in the amount shown above written by a surety company authorized to do business in the state of Washington shall be furnished to the STATE prior to execution by the STATE of this agreement. The bond shall remain in force until written release by the STATE.

Payment not made within thirty (30) days after receipt of billings shall be considered "Past Due" and bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

The LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the LOCAL AGENCY, when applicable.

The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

III EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the LOCAL AGENCY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the LOCAL AGENCY.

IV RIGHT OF ENTRY

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of performing the preliminary engineering under this AGREEMENT.

V LEGAL RELATIONS

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the party's date signed last below.

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By _____

By _____

Name Don Benton

Name Megan White, P.E.

Title Director, Environmental Services

Title Director, WSDOT Environmental Services

Date _____

Date _____

Exhibit A Estimate of Costs

Staff	Hours Cost Rate	Hours	Total
Sandy Manning	\$ 57.40	300.00	17,220.00
Rebecca McAndrew	\$ 62.71	300.00	18,813.00
Additional Staff Review	\$ 62.05	120.00	7,446.00
Subtotal			43,479.00
<hr/>			
Indirect Cost Rate	14.998%		6,521.00
Total Estimated Cost			50,000.00

This estimate of costs is based on the project list in Exhibit C, and average hours required to complete similar application reviews. WSDOT will bill Clark County for actual hours worked, and related direct and indirect costs incurred under this agreement. The total estimated cost is rounded to \$50,000

Exhibit B

Description of Work

This scope of work is based on the project information provided by Clark County. The cost estimate and time for completion may not adequately address permitting expectations if design elements, schedules, and/or impacts of your project have changed from what was originally provided to the Washington State Department of Transportation (WSDOT).

PERMIT APPLICATION REVIEW TIMELINES

WSDOT requests Clark County delay submittal of the following applications to December 2014:

1. Sara Junction Slide Repair Phase II
2. Brush Prairie Bridge Seismic Retrofit
3. Johnson Culvert Replacement

The delayed submittal of these projects allows WSDOT to balance Clark County's request with existing WSDOT workload to ensure there isn't a workload or priority conflict. Exhibit C reflects this change in application submittal schedule.

Based on WSDOT Liaison Program records of permit review timelines for projects that have obtained similar permits, the review timelines allotted in Exhibit C appear adequate assuming permit applications are accurate and complete when submitted.

WSDOT Liaison Program data for 2010-present indicates that the United States Army Corps of Engineers (Corps) issues Nationwide Permits (NWP) decisions on average under 45 days and Individual Permit (IP) decisions on average 260 days upon receipt of a complete application.

In order for Clark County's projects to be permitted within the shortest timeframe possible, it is very important that Clark County submit a complete permit application to the resource agencies. WSDOT recommends using WSDOT's Complete Application and Drawing Guidance listed on the WSDOT website at: <http://www.wsdot.wa.gov/Environment/Programmatics/permittools.htm>

PERMIT APPLICATION SUBMITTAL INSTRUCTIONS

Once Clark County has compiled the materials needed for complete permit applications, please follow the instructions below for each submittal. Each Joint Aquatic Resources Permit Application (JARPA) package should contain a cover letter that specifies:

- Which permits Clark County is applying for;
- Which resource agencies are receiving a copy of the JARPA package;
- The contents of the JARPA package;
- The date Clark County needs permits for the project; and
- If parts of the JARPA package are not yet available, clearly identify which parts are not included in the JARPA package, reasons they are not included, and the date Clark County expects to submit the information.

Exhibit B

Description of Work

Please provide one copy of the JARPA package to the Corps project manager (Sandi Manning or Rebecca McAndrew). Clark County must submit in person to the Corps Seattle office or mail to:

US Army Corps of Engineers
Seattle District
Regulatory Branch
PO Box 3755
Seattle, WA 98124-3755

The Corps Project Manager's JARPA package should contain:

- JARPA form filled out and signed
- JARPA drawings
- Names and addresses of adjoining property owners. Please provide an electronic copy of the names and addresses of adjoining property owners. This makes it much easier for the Corps administrative staff to prepare the public notice. – for an IP*
- Delineation of wetlands, streams, and ditches (as applicable to waters of the U.S. in the project area)
- A mitigation plan
- Answers to Regional General Condition 4 – Bank Stabilization and Regional General Condition 5 – Crossings of Waters of the United States, if applicable.
- ESA Documentation – a copy of the biological assessment, biological opinions, and any reinitiation/amendment documentation
- A copy of 30-day Essential Fish Habitat Conservation Recommendation comment response letter, if applicable
- Section 106 documentation
 - A copy of the cultural resource study and any addendums, letters to the State Historic Preservation Officer (SHPO), Tribal letters, and any Tribal responses
 - A copy of the SHPO concurrence letter(s) or Memorandum of Agreement (as applicable)
- A Section 404(b)(1) Alternatives Analysis – for an IP*
- A copy of the traffic study – for an IP*
- A copy of the floodplain analysis if applicable – for an IP*

* Only applicable if the Corps determines an Individual Permit is required.

WSDOT AGREES TO:

- WSDOT agrees to provide support to the Clark County for Corps Permit decisions identified in the Exhibit C.
- WSDOT cannot guarantee permit approval or schedule delivery for the Corps. This is outside the control of the WSDOT Liaison Program.
- The WSDOT Corps Liaison will support the Clark County project through issuance of the permit decision. Once the decision is issued, a non-Liaison Corps Project Manager will be assigned to the project for any additional support needed beyond the permit decision. This includes but is not limited to support during construction or mitigation site monitoring.
- WSDOT projects will take priority if conflicts arise.

Exhibit B

Description of Work

- All items related to scope, schedule, budget, or priorities of the support from the Corps Liaison will be coordinated with the WSDOT Liaison Program Manager (Cameron Kukes).
- Updates on project and permitting schedule will be provided to the WSDOT Liaison Program monthly for tracking purposes.
- WSDOT cannot guarantee support beyond June 2015. This marks the end of our current biennium and budgets. Workload and staffing for the 15-17 biennium is undetermined at this time. WSDOT's intent is to continue support for projects that extend into the 15-17 biennium, but this determination will need to be made at a later date, likely spring of 2015.

Exhibit C Project List

Environmental Services								
County Projects Requiring U.S. Army Corps of Engineers Permit Review								
Project	Permit Submittal	Construction Advertisement	Permit Type	Notes	Wetland Impacts (acres)	Impacts below OHW (ac) or lineal feet	Wetland Mitigation Strategy	Comments
Multi-Use Pathway	9/2/2014	2/15/2015	Nationwide	Advertisement date could be pushed back	0.2 ac.	none	Off site, county owned property	
Seismic & Scour Retrofit	12/1/2014	5/27/2015	Nationwide	In-water work	.08 ac	work area isolation, excavation/fill riprap placements around bridge foundations and creek banks	Off site, county owned property	
Seismic Retrofit	10/13/2014	4/25/2015	Nationwide	In-water work	none	temporary fill in creek and diversion	None - self mitigating	
Bridge Replacement	12/1/2014	5/15/2015	Nationwide	In-water work	none	work area isolation, excavation of existing roadway embankment and regrading stream channel	None - self mitigating	
Overlay	11/14/2014	2/11/2015	Nationwide	If Corps permit required will use Western Federal Lands/WSDOT Liaison	unknown	culvert replacements	to be determined	
Bridge Replacement	1/6/2015	9/28/2015	Nationwide	In-water work	0.3 ac	work area isolation, excavation of existing roadway embankment and regrading stream channel	on-site	
Seismic Retrofit	9/5/2014	3/17/2015	Nationwide	In-water work	0 acres	0.13 acres	replant riparian impacts on site	
Bridge Replacement	6/26/2014	3/24/2015	Nationwide	In-water work	0.03 acres	0.17 acres	move wetland ditch further from road	submitted NWS # fro
Repair Phase II	12/1/2014	5/27/2015	Nationwide	In-water work	unknown, temporary impacts only	55 lineal feet	replant riparian impacts on site	
Bridge Replacement	on hold	11/30/2015	Nationwide	Currently on-hold for alternatives analysis	0 acres	0.21 acres; bank stabilization > 1cy per running ft	replant riparian impacts on site	no NWS #