

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

AUTHORIZING AN INTERLOCAL AGREEMENT)
BETWEEN LEWIS COUNTY AND THE WASHINGTON)
STATE DEPARTMENT OF TRANSPORTATION (DOT)) Resolution No. 11- 280
AVIATION DIVISION FOR GRANT FUNDING FOR)
RUNWAY REHABILITATION AND TREE REMOVAL)
AT THE SOUTH LEWIS COUNTY AIRPORT)

WHEREAS, the Lewis County Department of Community Development has submitted an Airport Aid Grant Application to the Washington State Department of Transportation (DOT) Aviation Division to accomplish runway safety improvements at the Packwood Airport; and

WHEREAS, the total project funding of \$126,018.15 is to be comprised of \$3,150.45 from the WSDOT-AD, a mandatory local match amount of \$3,150.46 from Lewis County matching funds, and the remaining \$119,717.24 from FAA grant funding; and

WHEREAS, there is a need for said runway improvements for health and safety and matching funds are available in the South Lewis County Airport Budget, Fund 407; and

WHEREAS, an interlocal agreement (contract no. TOL-01-11) has been prepared between Lewis County and the Washington State Department of Transportation (DOT) Aviation Division for the purpose of grant funding, not to exceed \$5,481.33, for said airport improvements; and

WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the interlocal agreement (attached), and it appears to be in the best public interest to authorize this interlocal agreement with the Washington State Department of Transportation (DOT) Aviation Division, NOW THEREFORE;

BE IT RESOLVED that this interlocal agreement (contract no. TOL-01-11) between Lewis County and the Washington State Department of Transportation (DOT) Aviation Division is hereby approved and the Director of Community Development is authorized to sign the contract on behalf of Lewis County.

DONE IN OPEN SESSION this 22nd day of August, 2011.

APPROVED AS TO FORM:

JONATHAN MEYER, Prosecuting Atty.

By: Civil Deputy Prosecuting Atty.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Chairman

Member

Member

ATTEST:

Karri Muir, Clerk of the Board





<h2 style="margin: 0;">Grant Agreement</h2> <p style="margin: 0;">Washington Airport Aid Program</p>	Public Entity and Address
	Lewis County 2025 NE Kresky Avenue Chehalis, Washington 98532
	Airport Name
South Lewis County	Maximum State Grant Obligation
\$ \$5,481.33	

THIS AGREEMENT, made and entered into this 11th day of August, 2011, between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the "STATE") and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the South Lewis County Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number	Detailed Breakdown By Items
TOL-01-11	\$5,481.33 - Runway 6/24 Pavement Maintenance: Crack Seal, Fog Seal, and Re-Paint Markings and Tree Obstruction Removal

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be 5,481.33.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least \$ 5,481.33 to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.
5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.
6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

- A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:
 1. Public Entity project commencement date.
 2. Public Entity report project completion date and request final inspection.
 3. State will make final inspection and sign-off project as completed.
 4. State will arrange for audit of account in accordance with regularly scheduled audit program.
- B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:
 1. Report project commencement date.
 2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.
 3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.
 4. Public Entity will make report of completion of project and request final inspection.
 5. State will make final inspection and sign-off as completed.
 6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

- A. The withholding of any future airport aid, and/or
- B. The return of grant funds awarded as an action for specific performance, and/or
- C. Enforcement of the commitment made by the applicant.

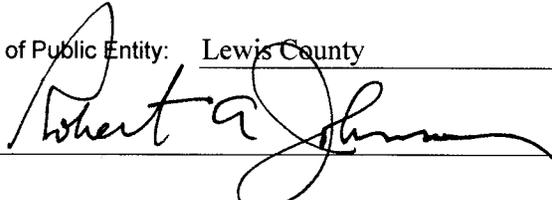
The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: 
Director, Aviation Division

The Lewis County does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 11TH day of August, 2011.

Name of Public Entity: Lewis County

By: 

Title: Director of Community Development