

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by Lewis County and the Lewis County Public Works Department as to the conditions for acceptance of monies by the County from the "Distressed Counties Fund" pursuant to RCW 82.14.370.

I. PURPOSE

RCW 82.14.370 authorizes the availability of a sales and use tax to be used to finance public facilities serving economic development purposes in rural counties. The name of this project shall be "North Lewis County Interchange Access" and shall be funded in the amount of a grant for \$170,000.

II. ELIGIBILITY

The project must be listed as an item in the officially adopted County Community Economic Development Strategy and must meet other requirements as set forth by County resolution, adopted policy, and growth management planning. Monies collected shall only be used to finance public facilities serving economic development purposes in rural counties.

III. APPLICANT'S RESPONSIBILITIES

Upon approval of application by the Lewis County Commissioners, applicant agrees that:

1. The project must be in progress within six months of the date of this MOU, or grant funds shall revert to the Lewis County "Distressed Counties Fund." For purposes of being "in progress," the project must have proceeded beyond the initial planning stage, and into the implementation, design or permitting stages of the project. The Lewis County Public Works Department shall promptly notify Lewis County Board of County Commissioners (BOCC) and the Lewis County Economic Development Council (LCEDC) in writing of any actual or anticipated event that is delaying or could delay achievement of any milestone or performance of any critical path activity of the project. A one-time only six-month extension may be granted if the applicant can demonstrate significant progress toward project completion.
2. Applicant must provide semi-annual progress reports to the LCEDC and the BOCC in order to ensure satisfactory completion of the project and proper expenditure of grant monies. The scope of project work is as contained in the "North Lewis County Interchange Access" application dated September 6, 2019, and is hereby incorporated by reference into this MOU. Failure to provide progress reports or sufficient report information may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance. At such times as the BOCC deems necessary for reasonable cause, Lewis County Public Works shall permit the County Auditor to inspect and audit all pertinent books and records of Lewis County Public Works or other persons or entities that have performed work in connection with or related to this funding.

3. Lewis County Public Works has requested these funds for the North Lewis County Interchange Access. This project proposes to initialize the Access Revision Report (ARR) process with the Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) for the collector distributor option of the North Lewis County Industrial Access (NLCIA) project. Failure to comply with the intent of this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance.
4. Funding to complete the full project as presented in the "North Lewis County Interchange Access" project application must be confirmed and available prior to release of these grant funds. Failure to comply with this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance.
5. Applicant shall provide documented evidence of expenditures of all funds for this project at the semi-annual updates denoted in item #2 (or within 60 days of project completion) to both the LCEDC and the BOCC. Funds spent under this program must be for the purpose of financing public facilities or supporting related economic development projects, as defined under RCW 82.14.370 and AGO 2002, No.1. Failure to comply with this section may result in reversion to the "Distressed Counties Fund" of all or part of the funding balance.
6. Billings and invoices together with audit-sufficient supporting documentation shall be remitted to the Lewis County Commissioners Clerk of the Board for payment not more than one time each month. Lewis County Public Works will be responsible for the timely sharing and/or exchange of any or all documentation related to the project as well as accounting and record retention responsibilities for the project.
7. Lewis County Public Works shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful order of public authorities applicable to performance of the project.

IV. ENTIRE MEMORANDUM OF UNDERSTANDING

This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings.

Dated this 14th day of October 2019.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Robert C. Jackson, Chair

Gary Stamper, Vice Chair

Clerk of the Board

Edna J. Fund, Commissioner

By: _____

Title: County Engineer

For: Lewis County Public Works

Approved as to Form
Jonathan L. Meyer
Lewis County Prosecuting Attorney

Civil Deputy Prosecutor