

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PORT OF WILLAPA HARBOR

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Willapa Harbor – 1725 Ocean Avenue, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to continue the redevelopment of the Tokeland Marina by constructing a new Seafood/Local Products Market on the southeasterly edge of the marina boat basin at the site of the “old café”; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market Project meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market Project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market Project will require substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Tokeland Marina Seafood/Local Products Market Project is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its Project; and

WHEREAS, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this project following a public review process, and

WHEREAS, the Pacific County Council of Governments has reviewed applications for public facility funding, and has recommended that this project be provided with public facility financial assistance from the County; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Twenty Five thousand dollars (\$25,000) for one year beginning July 1, 2014 through June 30, 2015 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Tokeland Marina Seafood/Local Products Market Project by constructing a new Seafood/Local Products Market on the southeasterly edge of the marina boat basin at the site of the “old café”;. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Reimbursement shall only be for expenses incurred for the Tokeland Marina Seafood/Local Products Market Project as specified in the 2014 Port of Willapa Harbor Infrastructure Funding Application (Attachment A).

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Public Facilities Improvement Fund (No. 126), has pledged twenty-five thousand dollars (\$25,000) for one year beginning July 1, 2014, through June 30, 2015 to assist the RECIPIENT to complete this project. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- B. In accepting this CONTRACT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of July, 2014. It will continue in effect through the 30th day of June 2015, unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

18. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

19. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

20. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

21. **ADMINISTRATION**

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: 360/875-9334

For the RECIPIENT: Rebecca Chaffee, Manager
Port of Willapa Harbor
1725 Ocean Avenue
Raymond, WA 98577
Telephone: 360/942-3422

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Project Title: Tokeland Marina Seafood/Local Products Market Annual X
Long-term —

Applicant: Port of Willapa Harbor

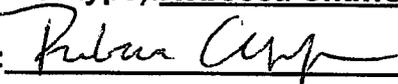
Contact: Name Rebecca Chaffee

Address: 1725 Ocean Avenue

City, state, zip: Raymond, WA 98577

Phone #: 360-942-3422 **E-Mail:** portofwh@willapabay.org

Name of person authorizing submittal (print or type): Rebecca Chaffee

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? (**Attach copy of WA-CERT list or comprehensive plan**). **If no, do not submit application.**

Yes. A copy of the WA-CERT list is attached.

2. Briefly describe your project:

The Port of Willapa Harbor has undertaken the redevelopment of the Tokeland Marina. The scope of the project continues to expand and now includes:

- Planning, Design, Permitting
- Seafood/local products market
- New breakwater/transient float
- Public Restrooms and Marina Office
- Reconstructed Commercial Pier
- Landscaping and parking improvements
- Upgraded septic systems
- New transient floats
- Expanded upgraded RV Park
- Shoreline Erosion Protection
- Marine fuel service
- Expanded boat basin/dredging footprint
- Acquisition of private residence and renovation for commercial use

This application requests funding for the Seafood/Local Products Market. The market will be constructed on the southeasterly edge of the marina boat basin at the site of the "old café". Nelson Crab, an iconic

local business founded in 1934, will lease and operate the market. Nelson's recently sold their Tokeland based seafood processing plant to Custom Seafood Services (CSS) of Seattle. Nelson's will contract with CSS for custom processing and relocate their seafood retail market to the marina. The new market will be expanded to include an array of local seafood, local agricultural products such as cranberries, blueberries, wines, jams, etc. as well as locally made arts and crafts.

The building will include a commercial kitchen and food preparation room, which will be available to small food processors, as well as used by Nelson Crab. We also plan to incorporate a business incubator program. Participating businesses will be offered assistance with business development and opportunities for joint marketing, shared websites, online sales, etc.

The building will be approximately 3,400 sf with 2,400 sf on the first floor and 1,000 sf on the second floor.

3. Describe the current status of your project: (Include work completed or in progress)

The Port plans to begin construction of the seafood/local products market this summer. The building design will be completed in May. The North Cove Fire Department is scheduled to burn the "old café" building on April 27th. Depending on available funding we hope to complete construction within one year.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

The Tokeland Seafood Market will be owned by the Port and leased to a long-standing private business. The market will provide a local retail outlet and an array of small business services to participating vendors. This is an investment in public infrastructure to support economic development.

5. Total project cost: Marina Redevelopment - \$3,000,000 Seafood Market - \$425,000

6. Yearly amount requested from this funding: \$25,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes ___ No X (Describe)

The marina redevelopment project is phased. However, the seafood retail outlet will be completed in a single phase.

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

* USDA Rural Business Enterprise Grant	\$ 50,000
* CERB Community Revitalization Grant	200,000
* Nelson Crab Contribution (Commercial kitchen equipment and specialty finishes)	<u>50,000</u>

TOTAL: \$300,000

The Port has commitments totaling \$300,000 in grant and private funds for the seafood/local products market. An additional \$1,111,000 in grant funding has been committed to the larger marina redevelopment project.

The Port must match these funds with an additional approximately 30% or \$125,000 for the seafood market and approximately \$335,000 for the first phase of the marina redevelopment (i.e. public restrooms, breakwater, commercial pier renovations, landscaping and parking).

10. Have you applied for any other sources to complete your funding? Yes ____ No X (List)

<u>Source</u>	<u>Amount</u>	<u>Status</u>
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11. Describe project specific employment benefits as follows:

Additional 4 FTE During Construction
Additional 5 FTE Employed by Facility when complete
Additional 5 FTE hired as a direct result of this project
Retained ____ FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Construction:

An estimated 4 FTE will be required for the construction of the new building and septic system.

Employed by Facility:

Nelson Crab plans to employ five people to operate the seafood market. They will also manage their fish buying, processing and outside product marketing and sales from this location.

Additional Hired as a Direct Result of this Project:

This retail outlet will contribute to the support of an estimated 20 to 30 local vendors.

Additional _____ Businesses Created by Facility when complete
Retained _____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

- Number of local vendors participating in the seafood/local products market
- Sales volumes from market

13. Describe any other economic benefits of this project:

The Tokeland/North Cove community is working to enhance tourism and expand their economy. The market will provide an outlet for local vendors, as well as be an attraction for visitors.

14. List any other information you feel is pertinent to this application:

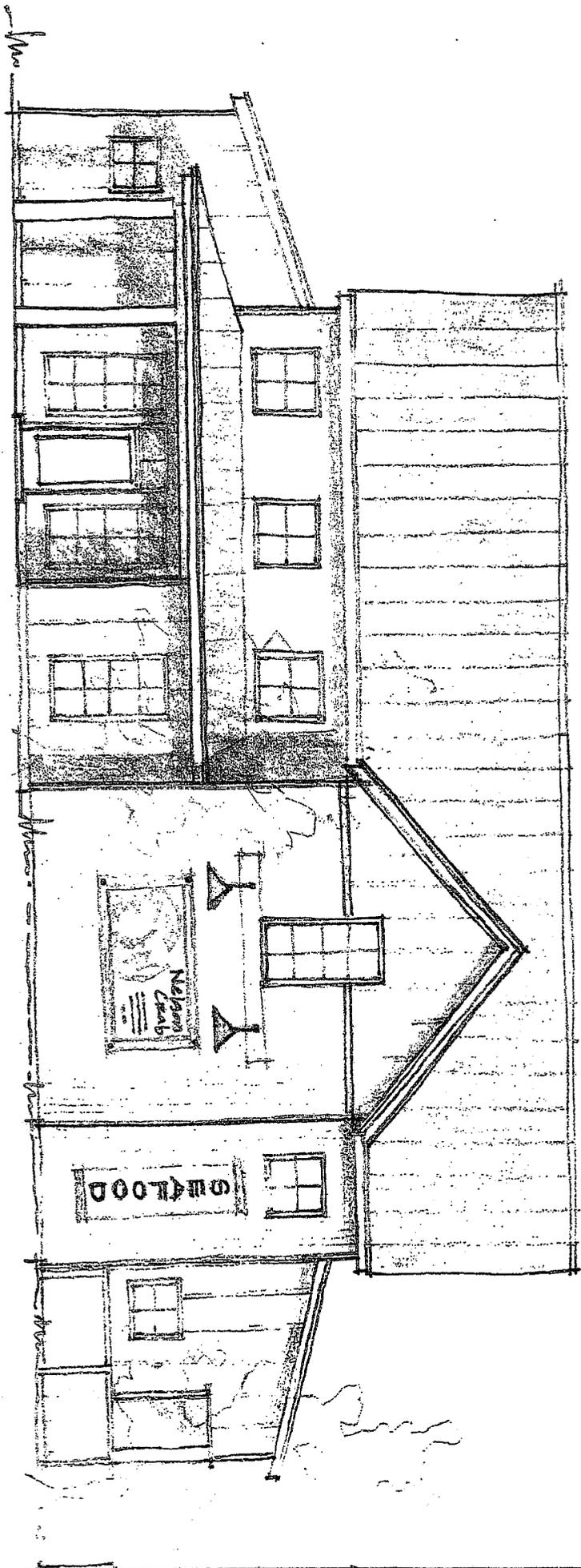
Sustainable Tokeland, a local citizens group including the Shoalwater Bay Tribe, local businesses and residents has been actively involved in the planning of this project.

The redevelopment of the Tokeland Marina is the Port of Willapa Harbor's top capital priority. The existing marina facilities are in poor condition and in need of replacement. The boat basin is large with capacity for additional floats. There is currently a 10-year waiting list for moorage.

The Port has been awarded short-term local option sales tax funds in 2010, 2012, and 2013. In past years this project may have been awarded long-term support, however because of limited funds, long-term awards have not been possible. The Port, therefore, has submitted multiple requests. The local option sales tax has allowed us to leverage other funding sources to undertake this long overdue project.

ATTACHMENTS

1. Seafood/Retail Market Schematic Design
2. Photo of existing marina building to be replaced
3. WA-CERT List

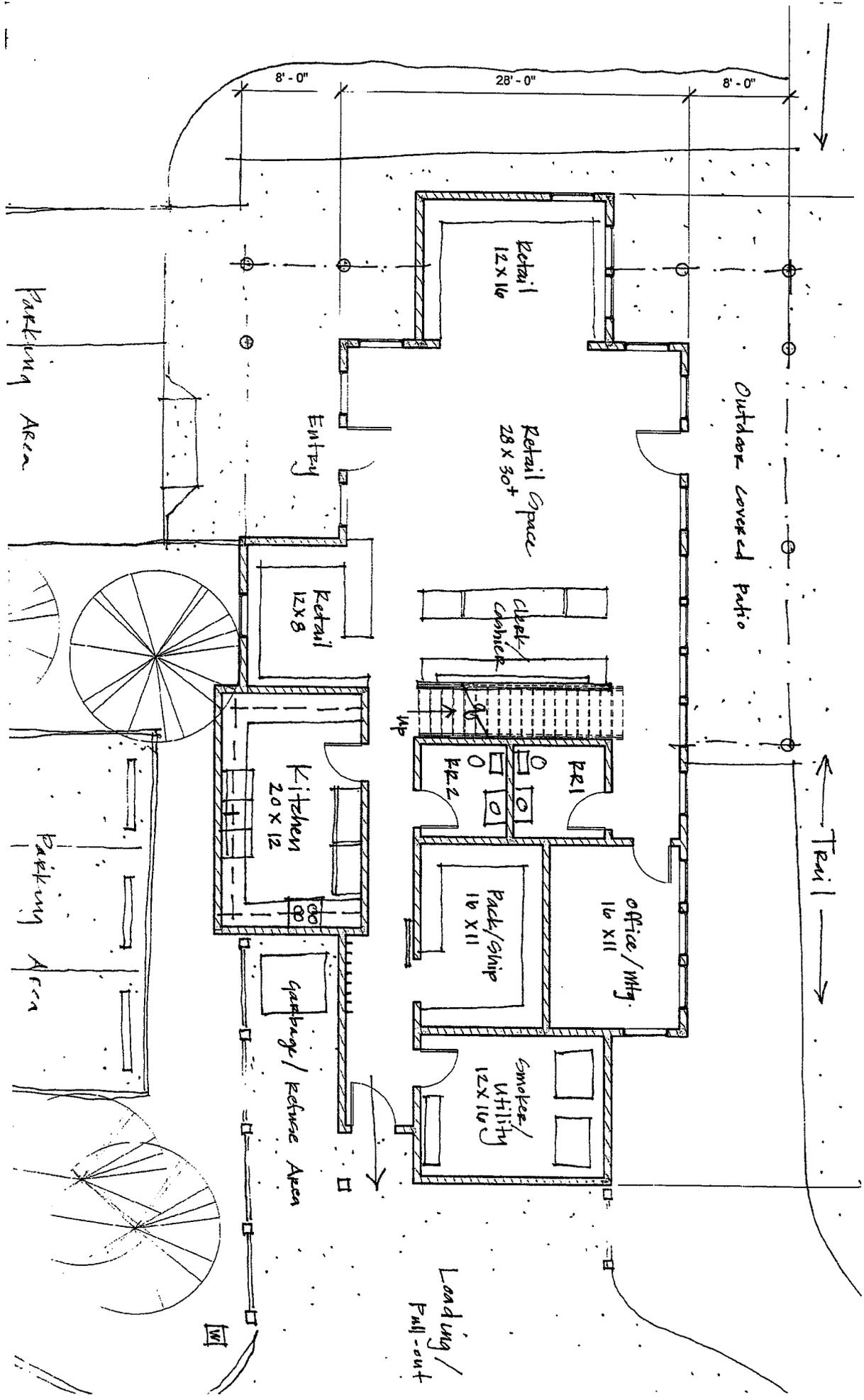


⑤ TOKELAND MARINA BUILDING

SOUTH ELEVATION — PROPOSED

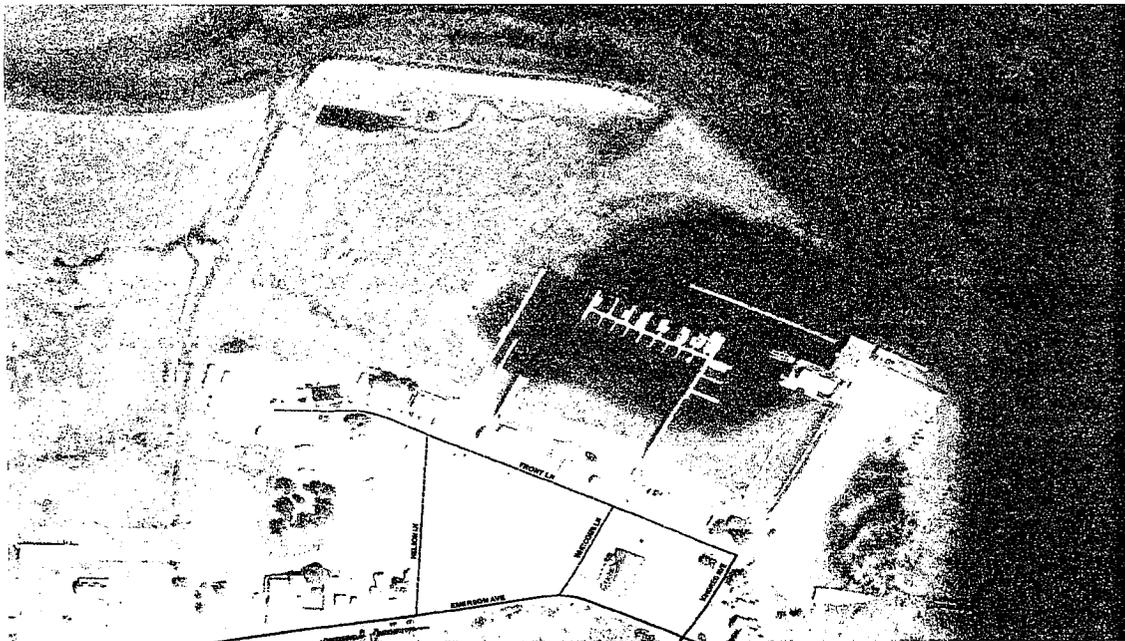
1/8" = 1'-0"

cmgdesign / 10.10.13





Old Café to be demolished and replaced with new building.



Aerial view of Tokeland Marina

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
6	Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
11	PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
* 14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000

CONTRACT FOR SERVICES

Between
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And
THE PORT OF PENINSULA

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Port of Peninsula – 3311 275th Street, Ocean Park , Washington 98640 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to complete Segment 4 Planning/Permitting for the Beach to Bay Trail Project in Ocean Park, Washington; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting will require substantial financial support from multiple sources; and

WHEREAS, the RECIPIENT’S Beach to Bay Trail Project Segment 4 Planning/Permitting is listed on the Pacific County WACERT project ranking list and/or the Overall Economic Development Plan; and

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NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

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Ten thousand dollars (\$10,000) for one year beginning July 1, 2014 through June 30, 2015 has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a cost reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the Beach to Bay Trail Project Segment 4 Planning/Permitting to connect the beach to the bay via separated multi-modal non-motorized trail, which runs parallel to Bay Avenue and runs approximately 2,400 feet west, finally terminating just short of Mean High Tide at the Pacific Ocean. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

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- Project expenditure details, and
- Identification of the economic benefits to the ports and Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
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- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this CONTRACT or final payment hereunder, whichever occurs later. Repayment by the RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

8. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA) as amended.

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In the event the RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared by the COUNTY ineligible for further Public Facilities Improvement Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

12. **HOLD HARMLESS**

- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

- B. In accepting this CONTRACT, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **CONTRACT PERIOD**

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 1st day of July, 2014. It will continue in effect through the 30th day of June 2015, unless sooner terminated or extended as provided herein.

16. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the RECIPIENT and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

- C. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

17. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

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In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

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The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Kathy Spoor, County Administrative Officer
Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: 360/875-9334

For the RECIPIENT: Mary DeLong, Manager
Port of Peninsula
3311 275th Street
Ocean Park, WA 98640
Telephone: 360/665-4547

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT (Port of Peninsula)

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

Mary DeLong, Manager Date

Steve Rogers, Chair

ATTEST:

Name, Title Date

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

APPROVED AS TO FORM:
DR. DAVID J. BURKE
Pacific County Prosecuting Attorney

ATTEST:

By: _____

Clerk of the Board Date

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Project Title: Beach to Bay Trail Segment 4 Planning/Permitting Annual X
Long-term _____

Applicant: Port of Peninsula

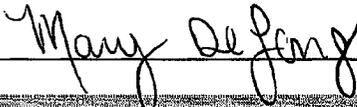
Contact: Name Mary DeLong/ Jay Personius

Address: 3311 275th Street

City, state, zip: Ocean Park, WA 98640

Phone #: 360-665-4547 **E-Mail:** Mary @portofpeninsula.org

Name of person authorizing submittal (print or type): Mary DeLong

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? (**Attach copy of WA-CERT list or comprehensive plan.** If no, do not submit application.

An application to be included on the Wa-Cert list has been submitted for Approval. A copy of Port of Peninsula Comprehensive Plan which includes Completion of Beach to Bay Trail as a community driven priority.

2. Briefly describe your project:

The Port of Peninsula have facilitated planning, permitting and funding phases for segments one, two and three of Beach to Bay Trail (B2B Trail) in Ocean Park, Washington. The B2B Trail is currently a highly used five foot wide "black ribbon" asphalt multi modal non motorized trail separated from State Hwy 103 (Bay Ave) beginning at Sandridge road in the East and currently ending nearly 3,000 feet to the West at R street.

Segment two going from R street to Ridge Avenue is fully funded for construction and currently undergoing environmental review. It will be a continuation in a similar "black ribbon" style. This segment will also include significant drainage upgrades.

Segment three is in planning phase moving toward permitting and funding phases. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. This segment will also include many community amenities such as decorative energy efficient lighting upgrades, decorative elements, bike racks and benches. With robust community participation already, this segment has numerous funding match components as it promises to turn the liability of the currently dangerous and unpredictable interactions of motorized and non-motorized user groups into a significant safety upgrade and economic asset in the form of controlled and managed stream of traffic past those adjacent storefronts with a crossing at the village's only light controlled intersection. This segment holds the promise of freshening up the look and feel of the village while enhancing the existing historical architectural motifs.

Segment four is the focus of this grant application. It will finally connect the beach to the bay via separated multi-modal non-motorized trail. Segment four begins separated but parallel to Bay Ave. and runs approximately 2400 feet West, finally terminating just short of Mean High Tide at the Pacific Ocean.

3. Describe the current status of your project: (Include work completed or in progress)

3000 feet of black ribbon currently completed from Sandridge Rd. near Willapa Bay to R st. in urban core in rural village of Ocean Park, Washington.

Segment two from R St. to Ridge Ave. including significant drainage upgrades fully funded and undergoing environmental review. Segment two scheduled to be completed during 2014.

Segment three is in planning phase moving toward permitting and funding phases. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment has numerous funding match components and has a projected completion date of 2015.

Segment four is in the conceptual phase. We are seeking planning and permitting monies. Current concept design results from significant outreach to land owners of adjacent properties. Due to unanimity of support from those directly affected landowners, planning and permitting anticipated to be completed within one calendar year from grant award.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

As a strategic public facility infrastructure improvement, in the jurisdictional district of the Port of Peninsula, comprised of public roadway right of way improvements within a county with "an inadequate infrastructure to attract investment" and a population density of less than 100 per square mile as determined by the Office of Financial Management, funding the planning/permitting of segment four of the Beach to Bay Trail is squarely within the letter and legislative intent of HB 2260 (1999) to "use resources strategically to build on our state's strengths while addressing threats to our prosperity.

5. Total project cost: \$ 10,000

6. Yearly amount requested from this funding: \$ 10,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes ___ No (Describe)

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

None:

STP funds, WSDOT and Port of Peninsula in kind.

These requested funds represent the final piece of planning/permitting monies needed to complete the Beach to bay Trail.

10. Have you applied for any other sources to complete your funding? Yes ___ No (List)

Source	Amount	Status
--------	--------	--------

11. Describe project specific employment benefits as follows:

Additional _____ FTE During Construction

Additional ____ FTE Employed by Facility when complete
Additional ____ FTE hired as a direct result of this project
Retained ____ FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Approximately 304 jobs depend on the secure, stable Port facilities. The jobs relate to the shellfish industries based at the port. The Port of Peninsula is an economic development resource for our communities. Several workers at port facilities use this trail to commute to work daily. More accurate numbers to garnered from RTPO traffic counting devices and surveys.

Additional _____ Businesses Created by Facility when complete
Retained _____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Have requested RTPO traffic counting devices for baseline data and usage trends.

Track use by port related workers for work commute. Track safety data for longitudinal analysis.

Continued and increased utilization of the port facilities for commercial and recreational activities.

13. Describe any other economic benefits of this project:

There is a growing body of evidence that supports the assertion that businesses adjacent to trails fare better than those without trails. Trail adjacent spending has been measured as growing ten fold since 2002 in the United States. Housing values in Pacific County adjacent to the Discovery Trail suffered a measurably smaller loss in value than those away from the trail even when compared with shoreline houses just north of the trail.

14. List any other information you feel is pertinent to this application:

The currently completed segments of the Beach to bay Trail is highly used There is overwhelming community support for the completion of this trail. When completed, this trail offers much needed safety enhancements for recreational users, workers who regularly commute as well as school children who use this route as a safe route to and from school and field trips to the Nearby Oyster House Interpretive Center.

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
*	6 Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
11	PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000

CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
THE PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL

THIS CONTRACT is made between Pacific County – P.O. Box 187, South Bend, Washington, 98586-0187 (the “COUNTY”), and The Pacific County Economic Development Council, 530 Commercial Street, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, to foster and retain economic viability of the Pacific County community, the RECIPIENT desires to push the county’s marketing efforts toward expansion and recruitment activities; and

WHEREAS, the RECIPIENT’S Targeted Marketing Efforts Project meets the definition of a public facility funding eligible activity as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT’S Targeted Marketing Efforts Project implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Pacific County; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Pacific County to be a rural “distressed county” in need of public facilities, the Board of Pacific County Commissioners enacted Ordinance No. 148 which imposed a sales and use tax under RCW 82.14.370(1) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Public Facilities Improvements Fund No. 126 within the COUNTY treasury to finance public facilities within Pacific County; and

WHEREAS, finding Pacific County a “rural county” in need of additional “public facilities” financing, the Board of County Commissioners enacted Ordinance No. 148-A increasing the locally retained sales and use tax rate under Ordinance No. 148 to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance No. 148-B further increasing the locally retained sales and use tax rate under Ordinance No. 148A to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Pacific County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its Project; and

WHEREAS, the COUNTY has authorized expenditure of funds retained from sales and use taxes as per RCW 82.14.370 on this Project following a public review process, and

WHEREAS, the Pacific County Council of Governments has recommended that this project be provided with public facility financial assistance from the County; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT to perform these services on behalf of Pacific County.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

Up to eight thousand dollars (\$8,000) has been pledged within Pacific County Public Facilities Improvement Fund No. 126 to assist the RECIPIENT with this “public facilities” improvement. Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for the completion of Targeted Marketing Efforts Project. The Project will help to push the county’s marketing efforts toward expansion and recruitment activities. The RECIPIENT shall comply with all applicable public works and competitive bidding laws, and shall provide documentation thereof. The RECIPIENT shall also comply with all applicable local, state and/or federal laws or regulations that assure quality of the services being performed, including standards for licensing, certification and operation of facilities, and any other standards or criteria herein described.

3. **SCOPE OF WORK**

Funding shall only be used for expenses incurred for completing the Targeted Marketing Efforts Project as specified in the 2014 Pacific County EDC Infrastructure Funding Application (Attachment A).

4. **LOCAL FUNDING**

The RECIPIENT affirms its pledge to use its own funds and grant and loan funds in support of the Project as needed to complete the project.

5. **PAYMENT PROVISIONS**

The COUNTY, from the Pacific County Public Facilities Improvement Fund (No. 126), has pledged up to eight thousand dollars (\$8,000) to assist the RECIPIENT to complete this project. These funds shall be disbursed to the RECIPIENT as per the terms listed within Section 1. Funding by warrant within forty five (45) days of billing.

As a provision for receiving funding, the RECIPIENT shall provide the following information to the COUNTY in a final project report:

- Project expenditure details, and
- Identification of the economic benefits to Pacific County resulting from the project, including the projected number of jobs preserved and/or created.

Said final project report is to be submitted to the County with the final request for reimbursement.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

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- A. In the event the RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this CONTRACT, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
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The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

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- A. It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT.
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Dept. of General Administration
P.O. Box 6
South Bend, WA 98586-0006
Telephone: 360/875-9334

For the RECIPIENT:

Paul Philpot, Director
Pacific County EDC
530 Commercial Street
Raymond, WA 98577
Telephone: 360/875-9330

REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

RECIPIENT
Pacific County EDC

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Name Title

Steve Rogers, Chair

ATTEST:

Name Title Date

Frank Wolfe, Commissioner

APPROVED AS TO FORM:
DR. DAVID J. BURKE
Pacific County Prosecuting Attorney

Lisa Ayers, Commissioner

ATTEST:

By: _____

Clerk of the Board Date

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Annual X
Long-term

Project Title: Targeted Marketing Efforts for Pacific County

Applicant: Pacific County Economic Development Council

Contact: Name Paul Philpot

Address: 211 Commercial St.

City, state, zip: Raymond, WA 98577

Phone #: 360.875.9330 E-Mail: director@pacificedc.org

Name of person authorizing submittal (print or type): Paul Philpot

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? (Attach copy of WA-CERT list or comprehensive plan).
If no, do not submit application.

Yes

2. Briefly describe your project:

The targeted marketing plan will build upon the two studies completed in recent years; the Economic Opportunity Study of 2009 and the Commercial/Service Study of 2011 along with other marketing efforts. This plan will push the county's marketing efforts toward expansion and recruitment activities for Pacific County as outlined below.

- a. Continue ad placement in trade and economic development magazines for positive identification of Pacific County, taking advantage of existing, traditional strengths, as well as new or emerging opportunities.
- b. Updating of the Pacific County Economic Development booklet.
- c. Enhanced marketing materials for site specific locations.
- d. Updating of the Pacific County Economic Vitality Report – the county's economic performance report.
- e. Overhaul of Pacific County EDC's website, building upon site selector's page, with commercial/industrial maps and other information.
- f. Mail-out marketing materials to targeted businesses.
- g. Continued participation with Site Location Partnership.
- h. Use of local awareness efforts, as warranted.

3. Describe the current status of your project: (Include work completed or in progress)

This project is dependent on this funding request. Data has been collected through the previous studies which will be utilized to accomplish many of the tasks above. Since 2011 strong efforts have been placed on increasing recognition of Pacific County in the global market place as a place to enjoy a high quality of life, and to compete economically.

4. State why this project meets the standard of HB2660 passed during the Washington State 1999 Legislative Session:

In accordance with RCW 82.14.370 - Sales and use tax for public facilities in rural counties, Associate Development Organizations (PCEDC) are eligible to apply for 0.09% sales tax for the purpose to finance personnel in economic development offices and/or economic development purposes.

- (ii) "Economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county.
- (iii) "Economic development office" means an office of a county, port districts, or an associate development organization as defined in RCW 43.330.010, which promotes economic development purposes within the county.

5. Total project cost: \$24,000

6. Yearly amount requested from this funding: \$12,000

7. Number of years funding is requested: 2

8. Is this a phased project? Yes No (Describe)

Project would conclude June 30, 2016

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

PCEDC in-kind match - \$6,000

10. Have you applied for any other sources to complete your funding? Yes No (List)

Source	Amount	Status
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11. Describe project specific employment benefits as follows:

Additional 15 FTE During Construction
Additional 10 FTE Employed by Facility when complete
Additional 5 FTE hired as a direct result of this project
Retained 10 FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Additional 2 Businesses Created by Facility when complete
Retained 2 Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Republish printed economic vitality index
Enhance professional site selector portfolio
Refinement of database geared to targeted businesses for recruitment
Continue tracking number of mail-outs
Work to increase ad placements based on relationships with publishers

Long term – These efforts will expand the development of necessary information and implementation of effective marketing and recruitment efforts for new industrial and commercial/service businesses to Pacific County.

This project builds on the economic vitality index in 2013; the marketing strategy is being aimed at target industries & specific types of businesses through external marketing efforts; advertisement, mail-outs and web page development.

13. Describe any other economic benefits of this project:

This project will provide information on Pacific County as a viable county as a place for expansion or start-up. Along with the marketing of target industries through trade show attendance and mail-out campaign.

14. List any other information you feel is pertinent to this application:

- a. Preparing for the future
- b. Sustaining economic development
- c. Growing our economic base
- d. Providing diversification of existing economy
- e. Promoting the construction of necessary infrastructure
- f. Providing a cohesive county wide strategy

**PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION**

Project Title: Beach to Bay Trail Segment 4 Planning/Permitting Annual Long-term

Applicant: Port of Peninsula

Contact: Name Mary DeLong/ Jay Personius

Address: 3311 275th Street

City, state, zip: Ocean Park, WA 98640

Phone #: 360-665-4547 **E-Mail:** Mary @portofpeninsula.org

Name of person authorizing submittal (print or type): Mary DeLong

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (WA-CERT List) or with your city's or county's comprehensive plan? (**Attach copy of WA-CERT list or comprehensive plan.** If no, do not submit application.

An application to be included on the Wa-Cert list has been submitted for Approval. A copy of Port of Peninsula Comprehensive Plan which includes Completion of Beach to Bay Trail as a community driven priority.

2. Briefly describe your project:

The Port of Peninsula have facilitated planning, permitting and funding phases for segments one, two and three of Beach to Bay Trail (B2B Trail) in Ocean Park, Washington. The B2B Trail is currently a highly used five foot wide "black ribbon" asphalt multi modal non motorized trail separated from State Hwy 103 (Bay Ave) beginning at Sandridge road in the East and currently ending nearly 3,000 feet to the West at R street.

Segment two going from R street to Ridge Avenue is fully funded for construction and currently undergoing environmental review. It will be a continuation in a similar "black ribbon" style. This segment will also include significant drainage upgrades.

Segment three is in planning phase moving toward permitting and funding phases. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. This segment will also include many community amenities such as decorative energy efficient lighting upgrades, decorative elements, bike racks and benches. With robust community participation already, this segment has numerous funding match components as it promises to turn the liability of the currently dangerous and unpredictable interactions of motorized and non-motorized user groups into a significant safety upgrade and economic asset in the form of controlled and managed stream of traffic past those adjacent storefronts with a crossing at the village's only light controlled intersection. This segment holds the promise of freshening up the look and feel of the village while enhancing the existing historical architectural motifs.

Segment four is the focus of this grant application. It will finally connect the beach to the bay via separated multi-modal non-motorized trail. Segment four begins separated but parallel to Bay Ave. and runs approximately 2400 feet West, finally terminating just short of Mean High Tide at the Pacific Ocean.

3. Describe the current status of your project: (Include work completed or in progress)

3000 feet of black ribbon currently completed from Sandridge Rd. near Willapa Bay to R st. in urban core in rural village of Ocean Park, Washington.

Segment two from R St. to Ridge Ave. including significant drainage upgrades fully funded and undergoing environmental review. Segment two scheduled to be completed during 2014.

Segment three is in planning phase moving toward permitting and funding phases. This segment will be made of concrete, with a width of 12 feet traveling from an ADA curb cut at Ridge Ave. in the East to Vernon Ave. in the West. Segment three will be in a promenade style as the trail moves through the urban core of ocean Park. This segment has numerous funding match components and has a projected completion date of 2015.

Segment four is in the conceptual phase. We are seeking planning and permitting monies. Current concept design results from significant outreach to land owners of adjacent properties. Due to unanimity of support from those directly affected landowners, planning and permitting anticipated to be completed within one calendar year from grant award.

4. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:

As a strategic public facility infrastructure improvement, in the jurisdictional district of the Port of Peninsula, comprised of public roadway right of way improvements within a county with "an inadequate infrastructure to attract investment" and a population density of less than 100 per square mile as determined by the Office of Financial Management, funding the planning/permitting of segment four of the Beach to Bay Trail is squarely within the letter and legislative intent of HB 2260 (1999) to "use resources strategically to build on our state's strengths while addressing threats to our prosperity.

5. Total project cost: \$ 10,000

6. Yearly amount requested from this funding: \$ 10,000

7. Number of years funding is requested: 1

8. Is this a phased project? Yes ___ No x (Describe)

9. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":

None:

STP funds, WSDOT and Port of Peninsula in kind.

These requested funds represent the final piece of planning/permitting monies needed to complete the Beach to bay Trail.

10. Have you applied for any other sources to complete your funding? Yes ___ No x (List)

<u>Source</u>	<u>Amount</u>	<u>Status</u>
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11. Describe project specific employment benefits as follows:

Additional FTE During Construction

Additional ____ FTE Employed by Facility when complete
Additional ____ FTE hired as a direct result of this project
Retained ____ FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Approximately 304 jobs depend on the secure, stable Port facilities. The jobs relate to the shellfish industries based at the port. The Port of Peninsula is an economic development resource for our communities. Several workers at port facilities use this trail to commute to work daily. More accurate numbers to be garnered from RTPO traffic counting devices and surveys.

Additional _____ Businesses Created by Facility when complete
Retained _____ Businesses as a direct result of this project

12. What quantifiable outcomes are you going to track to measure the success of this project:

Have requested RTPO traffic counting devices for baseline data and usage trends.

Track use by port related workers for work commute. Track safety data for longitudinal analysis.

Continued and increased utilization of the port facilities for commercial and recreational activities.

13. Describe any other economic benefits of this project:

There is a growing body of evidence that supports the assertion that businesses adjacent to trails fare better than those without trails. Trail adjacent spending has been measured as growing ten fold since 2002 in the United States. Housing values in Pacific County adjacent to the Discovery Trail suffered a measurably smaller loss in value than those away from the trail even when compared with shoreline houses just north of the trail.

14. List any other information you feel is pertinent to this application:

The currently completed segments of the Beach to bay Trail is highly used. There is overwhelming community support for the completion of this trail. When completed, this trail offers much needed safety enhancements for recreational users, workers who regularly commute as well as school children who use this route as a safe route to and from school and field trips to the Nearby Oyster House Interpretive Center.

**Pacific County WA-CERT List
2013 Final**

Current Ranking	Project Title	Required Amount
1	Port of Ilwaco - Marina Reconstruction	\$1,225,000
2	Port of Ilwaco - Boatyard Improvements	\$150,000
3	City of Raymond - Water System Infrastructure Improvements	\$456,280
4	City of Raymond - Water Treatment Plant Improvements	\$170,000
5	City of Long Beach - Rikkola Creek Raw Water Supply	\$1,000,000
6	Port of Peninsula - Beach to Bay Trail	\$1,015,000
7	Port of Peninsula - Marina Reconstruction Project	\$1,000,000
8	City of Long Beach - North Washington Sewer System	\$150,000
9	City of Raymond - Sewer System Infrastructure Improvement	\$1,000,000
10	City of Ilwaco - First Street Sanitary Sewer Improvement	\$578,950
*	11 PCEDC - Continued Marketing Plan for Pacific County	\$10,000
12	City of Ilwaco - City Center Water Reservoir	\$200,000
13	City of South Bend - South Bend-Raymond Waterline Extension	\$20,000
14	Port of Willapa Harbor - Tokeland Marina Redevelopment	\$200,000
15	Port of Ilwaco - Halton Property Development	\$1,281,460
16 TIE	City of Long Beach - Washington Avenue North Sanitary Sewer	\$800,000
16 TIE	Port of Willapa Harbor - South Fork Industrial Park Wood Waste Boiler Facility	\$1,170,000
18	City of South Bend - Hospital Overlay and Drainage	\$21,000
19	City of Ilwaco - Indian Creek Water Treatment Plant Up-flow Clarifier	\$50,000
20	Port of Chinook - Rehabilitation of Chinook School for its Return to the Community	\$730,000
21	Pacific County - Industrial Log Yard / Saw Mill Storm Water Improvements	\$877,000
22 TIE	City of Ilwaco - Indian Creek Water Reservoir	\$80,000
22 TIE	City of Ilwaco - Nesadi Drive Sewer Relocation	\$50,000
24	City of Ilwaco - Elizabeth Avenue Improvement	\$326,000
25	City of Ilwaco - School St Reconstruction & Brumbach Ave Overlay	\$36,877
26	City of South Bend - Robert Bush Park Overlay and Drainage	\$50,000
27	City of South Bend - Kendrick St. Overlay	\$17,500
28	Long Beach Peninsula Visitor Bureau - Overall Strategy Inventory Plan for Nature Base Tourism for Pacific County	\$9,000
29	City of South Bend - Spurrell Cover	\$50,000