

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
CITY OF SOUTH BEND
WATER TREATMENT PLANT EMERGENCY

THIS CONTRACT is made between Pacific County – P O Box 6, South Bend, Washington, 98586-0187 (the “COUNTY”), and the City of South Bend, P O Drawer 9, South Bend, Washington, 98586 (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Water Treatment Plant Emergency (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 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 PROJECT is listed on the Pacific County Overall Economic Development Plan as adopted by Resolution No. 2023-058; 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. 302 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 RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

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

1. **FUNDING**

A total of Sixty-five Thousand Dollars (\$65,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 302 to assist the RECIPIENT with this “public facilities” improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 2024 – Sixty-five Thousand Dollars (\$65,000)

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 only as provided in Section 4. Payment Provisions.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3, Scope of Work.

3. **SCOPE OF WORK**

Supplemental funding as a match for a grant opportunity from the Office of Senator Patty Murry- FY24 Congressionally Directed Spending (CDS) Request for an Emergency Generator to complete the Water Treatment Plant, as described in the Rural Economic Development Infrastructure Funding Application (see Attachment A).

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. **CONTRACT PERIOD**

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the 15th of December, 2024 unless sooner terminated or extended as provided herein.

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. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

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. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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:	Paul Plakinger, County Administrative Officer Pacific County General Administration P O Box 6 South Bend, WA 98586 Telephone: (360) 875-9334
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For the RECIPIENT:

Julie Struck, Mayor
City of South Bend
P O Drawer 9
South Bend, WA 98586
Telephone: (360) 875-5571

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

RECIPIENT
City of South Bend

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Julie Struck, Mayor Date

Lisa Olsen, Chair

Jerry Doyle, Commissioner

Dave Tobin, Commissioner

APPROVED AS TO FORM

APPROVED AS TO FORM

Prosecutor's Office WSBA#

Amanda Bennett Date
Clerk of the Board

ATTACHMENT A

This form can be filled on screen. If you need a free pdf reader, go to <https://get.adobe.com/reader/>

PACIFIC COUNTY RURAL ECONOMIC DEVELOPMENT INFRASTRUCTURE FUNDING APPLICATION

Project Title: City of South Bend Water Treatment Plant Eme

Annual ☒
Long-term ☐

Applicant: City of South Bend

Contact: Name Mayor Julie Struck

Address: 1102 W. First St.

City, state, zip: South Bend, WA. 98586

Phone #: 360.875.5571 **E-Mail:** julie.struck@southbend-wa.gov

Name of person authorizing submittal (print or type): Mayor Julie Struck

Signature of person authorizing submittal: Mayor Julie K. Struck

1. Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan). If not, do not submit application.

Yes ☒ No ☐

2. Briefly describe your project:

The City of South Bend is requesting supplement funding as a match for a grant opportunity from the Office of Senator Patty Murry - FY24 Congressionally Directed Spending (CDS) Request for an Emergency Generator for the city's Water Treatment Plant (WTP).

The City of South Bend has just completed upgrading our WTP with new filters, pumps disinfection system and security measures. Initially, the project included the emergency generator as an additive item. The five competitive bids received all exceeded the available funding to allow for inclusion of the additive item. Funding for the project included a \$3.0 million loan from the United States Department of Agriculture (USDA RD) and a \$750,000.00 grant from

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

The current status of the emergency generator project is on hold until funding is secured. The size, design and engineering of the project is complete and construction ready.

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

By having a reliable potable water manufacturing/distribution system as the proposed emergency generator will deliver, it should definitely make this rural area more appealing and we should be able to retain and attract technology-based businesses in this rural area.

5. Total project cost: \$ 324,000.00

6. Yearly amount requested from this funding: \$ 65,000.00

Revised February 2017

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":

There are no approved funding sources yet. We have applied for a grant from the Office of Senator Patty Murry - FY24 Congressionally Directed Spending Request (CDS), which is a 80% grant. These CDS requests require a 20% non-federal match.

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

Source	Amount	Status
Office of Senator Patty Murry - FY24 Congressionally Directed Spending Request	\$324,000; 20% Match \$65K needed	Pending

11. Describe project specific employment benefits as follows:

Additional 3 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.

There will be 3 full time employees during the construction and installation of the emergency generator.

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

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

The project will ultimately be evaluated by the number of instances of uninterrupted potable water treatment and pumping that might otherwise not be possible during electrical power supply issues. However, it should be noted that just having the capability of producing water during electrical outages and increasing the water system's reliability is an important measure of this project's goal

13. Describe any other economic benefits of this project:

The ability to supply vital resources such as potable water to our City's residents, businesses and economy during emergency situations is critical in minimizing adverse outcomes. Providing an emergency generator to power the City's Water Treatment Plant is a relatively small investment that will pay huge dividends in the

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

The project goal is to purchase and install an emergency potable water generator at the City's WTP. This will insure potable water production and transmission during prolonged power outages. The relatively remote

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
JOINT PACIFIC COUNTY HOUSING AUTHORITY
ALDER HOUSE - INDEPENDENT SENIOR LIVING

THIS CONTRACT is made between Pacific County – P O Box 6, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Joint Pacific County Housing Authority, 820 11th Avenue, Longview, Washington, 98632 (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Alder House-Independent Senior Living (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 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 PROJECT is listed on the Pacific County Overall Economic Development Plan as adopted by Resolution No. 2023-058; 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. 302 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 RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

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

1. **FUNDING**

A total of One Hundred Five Thousand Dollars (\$105,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 302 to assist the RECIPIENT with this “public facilities” improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 2024 – Fifty-two Thousand Five Hundred Dollars (\$52,500)
- Fiscal Year 2025 – Fifty-two Thousand Five Hundred Dollars (\$52,500)

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 only as provided in Section 4. Payment Provisions.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3. Scope of Work.

3. **SCOPE OF WORK**

Rehabilitation of 35 independent living units at the Alder House for Independent Senior Living as described in the Rural Economic Development Infrastructure Funding Application (see Attachment A).

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. **CONTRACT PERIOD**

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the 15th of December, 2025 unless sooner terminated or extended as provided herein.

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. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S's indemnity obligations shall survive the completion, expiration or termination of this Contract.

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. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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:	Paul Plakinger, County Administrative Officer Pacific County General Administration P O Box 6 South Bend, WA 98586 Telephone: (360) 875-9334
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For the RECIPIENT:

Jennifer Westerman, Chief Executive Officer
Joint Pacific County Housing Authority
820 11th Avenue
Longview, WA 98632
Telephone: (360) 423-0140

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

RECIPIENT
Joint Pacific County Housing Authority

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Jennifer Westerman Date
Chief Executive Officer

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

APPROVED AS TO FORM

APPROVED AS TO FORM

Prosecutor's Office WSBA#

Amanda Bennett Date
Clerk of the Board


Address: 820 11th Ave.

City, state, zip: Longview, WA 98632

Phone #: 360-423-0140 ext. 15

E-Mail: Jennifer.Westerman@hoswwa.org

Name of person authorizing submittal (print or type): Jennifer Westerman

Signature of person authorizing submittal:  3/21/23

1. Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan). If not, do not submit application.

Yes No

2. Briefly describe your project:

JPCHA is acquiring Alder House from Willapa Harbor Hospital and WISH. Alder House was previously utilized as an assisted living facility and was vacated due to revenue losses. The property contains 35 units in an assisted living layout and is currently sitting vacant. JPCHA is acquiring the property to preserve the housing and reopen to a public waitlist. The property will be rehabilitated with 35 independent living units set aside for Seniors (a portion of these will be homeless). We will provide supportive housing services for residents of this facility.

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

JPCHA has completed preliminary feasibility work on this project including obtaining estimates for rehabilitation, testing for mold, asbestos and methamphetamine. We have also prepared sketches of proposed reconfiguration. JPCHA also applied for Rapid Capital from the Department of Commerce and was awarded \$7 million. A Purchase and Sale Agreement has been negotiated with the hospital and will be executed soon. We will also release an RFQ for A&E services for this project in the next couple of weeks. This project with rehab included will take approximately one year to complete.

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

The completed project will be an affordable housing project open to the public and owned by a public entity. This project qualifies under HB2260.

5. Total project cost: \$ 7,689,085

6. Yearly amount requested from this funding:

JPCHA needs a total of \$105,000 and is proposing two options for funding. Both proposals would work for this project:

OPTION 1: \$105,000 to be funded in 2024

OPTION 2: \$52500 to be funded in 2024
\$52500 to be funded in 2025

7. Number of years funding is requested:

1-3 years as preferred by the committee.

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

No, this project will be completed in one phase.

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

The Washington State Department of Commerce has awarded \$7,582,690 for the acquisition/rehabilitation of Alder House. Total project cost is \$7,689,085, a difference of \$105,000. The only additional funding that is required is to capitalize the replacement reserve as requested in this application. While the reserve is a Commerce requirement, Commerce funds may not be utilized for this purpose.

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

Source Amount Status

Source: Washington State Department of Commerce, Rapid Capital Funding

Amount: \$7,582,690

Status: Awarded

11. Describe project specific employment benefits as follows:

Additional approximately 5 FTE During Construction

Additional 2 FTE Employed by Facility when complete

Additional 2 FTE hired as a direct result of this project

Retained 0 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.

Since we have not yet hired a contractor, the number of construction employees is unknown. However, based on our prior experience, a rehabilitation of this size will require a minimum of 5 FTE's.

Upon opening the facility, JPCHA will provide employment to a site manager, a half time maintenance person and a half time services person. Also, we are working with Community Integrated Health Services to provide office space for 2 personnel. This will bring 2 additional full-time employees to Pacific County

Additional 0 Businesses Created by Facility when complete

Retained 0 Businesses as a direct result of this project

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

Success of this project will be measured in housing outcomes—35 units filled. We maintain a goal of 98% occupancy. Due to Commerce funding this project will be required to report annually to the Department of Commerce on housing outcomes and financial performance of this project.

13. Describe any other economic benefits of this project:

Pacific County is extremely short of housing which creates an overall negative economic impact. Businesses in Pacific County have trouble getting employees as there are so few affordable units in which to reside. In addition, the lack of affordable housing leads to greater levels of homelessness and all of the negative community impacts

that situation brings. This project will provide 35 affordable housing units with some of those reserved for homeless individuals. This will decrease the numbers of homeless in the streets of Pacific County. The project will be maintained as affordable housing under an affordable housing covenant therefore preserving these units for the county over at least 40 years.

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

HOSWWA on behalf of JPCHA has taken on this project at the request of the Pacific County community. The replacement reserve is a small ask for this project and the only amount unfunded at this point. We do not have another source for this funding. Please consider providing the replacement reserves funding for this very worthwhile project which will benefit Pacific County for many years.

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
CITY OF ILWACO
WATER SYSTEM PLAN UPDATE

THIS CONTRACT is made between Pacific County, P O Box 6, South Bend, Washington, 98586-0187 (the “COUNTY”), and the City of Ilwaco, P O Box 548, Ilwaco, Washington 98624 (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Water System Plan Update (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 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 PROJECT is listed on the Pacific County Overall Economic Development Plan as adopted by Resolution No. 2023-058; 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. 302 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 RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

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

1. **FUNDING**

A total of Seventy-five Thousand Dollars (\$75,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 302 to assist the RECIPIENT with this “public facilities” improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 2024 – Seventy-five Thousand Dollars (\$75,000)

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 only as provided in Section 4. Payment Provisions.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3. Scope of Work.

3. **SCOPE OF WORK**

Update the City’s water system plan to be in compliance with WAC 246-290-100 and provide future infrastructure needs as described in the Rural Economic Development Infrastructure Funding Application (see Attachment A).

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. **CONTRACT PERIOD**

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the 15th of December, 2024 unless sooner terminated or extended as provided herein.

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. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT's indemnity obligations shall survive the completion, expiration or termination of this Contract.

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. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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:	Paul Plakinger, County Administrative Officer
	Pacific County General Administration
	P O Box 6
	South Bend, WA 98586
	Telephone: (360) 875-9334

For the RECIPIENT:

Mike Cassinelli, Mayor
City of Ilwaco
P O Box 548
Ilwaco, WA 98624
Telephone: (360) 642-3145

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

RECIPIENT
City of Ilwaco

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Mike Cassinelli Date
Mayor

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

APPROVED AS TO FORM

APPROVED AS TO FORM

Prosecutor's Office WSBA#

Amanda Bennett Date
Clerk of the Board

This form can be filled on screen. If you need a free pdf reader, go to <https://get.adobe.com/reader/>

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

Project Title: Water System Plan Update **Annual** ☒ **Long-term** ☐

Applicant: City of Ilwaco

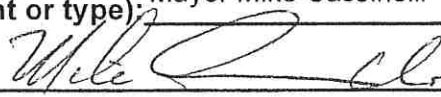
Contact: Name Holly Beller

Address: PO Box 548

City, state, zip: Ilwaco, WA 98624

Phone #: (360) 642-3145 **E-Mail:** treasurer@ilwaco-wa.gov

Name of person authorizing submittal (print or type): Mayor Mike Cassinelli

Signature of person authorizing submittal: 

1. Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan). If not, do not submit application.

Yes ☒ No ☐

2. Briefly describe your project:

The City's Water System Plan was approved by the Department of Health on July 25, 2011. The Plan expired six years later on July 25, 2017. In accordance with WAC 246-290-100 the City is required to update the water system plan at or before the expiration of the current plan and is out of compliance. The planning document identifies future infrastructure needs and the associated costs to establish eligibility for funding improvements. The document is a critical tool required to implement expansion of the system.

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

A memorandum and cost estimate from the City Engineer, Gray & Osborne was obtained on April 15, 2022. The city applied for a legislative appropriation under Senator Murray's office in 2022 which was not awarded, and the city is currently working on an application for a DOH SRF Preconstruction Loan (0% interest, 2% origination fee and a 10-year term).

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

HB2260 seeks to promote the creation and retention of jobs in the State of Washington. Expansion of the water system will directly provide additional options for low to median income housing as well senior or fixed-income households thus supporting job retention and new business in the community.

5. Total project cost: \$ 100,000

6. Yearly amount requested from this funding: \$ 75,000

Revised February 2017

7. Number of years funding is requested: 1

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

This is a single year project but will be in place for at least the next four years. In accordance with WAC 246-290-100 the City is required to update the water system plan at or before the expiration of the current plan and is out of compliance for the current update which was due in 2017 and will expire again in 2027.

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

The Department of Health, Office of Drinking Water has stated the plan update needs to be completed before the city can be eligible for SRF loans which is a significant source of funding any infrastructure expansions.

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

Source	Amount	Status
Legislative Appropriation	\$100,000	Un-funded

11. Describe project specific employment benefits as follows:

Additional 0 FTE During Construction
Additional 1.5 FTE Employed by Facility when complete
Additional 1.5 FTE hired as a direct result of this project
Retained 2.5 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.

Probable infrastructure improvements will lead to increased production and plant run time.

Additional 20+ Businesses Created by Facility when complete
Retained 130+ Businesses as a direct result of this project

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

Increased business and housing counts, increased tax revenue from property and sales, reduced utility rates which allow for more affordable housing.

13. Describe any other economic benefits of this project:

Development of the Beards Hollow Overlook would directly create additional hospitality jobs and affordable housing, and likely result in several new retail businesses. Increased sales tax revenue to local business and shops.

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

Ilwaco is in a unique position to increase economic growth inside and out of the city limits with this update.

CONTRACT

Between
PACIFIC COUNTY, WASHINGTON
And
PORT OF WILLAPA HARBOR
BENDIKSEN LANDING CHARGE AND ACCELERATE

THIS CONTRACT is made between Pacific County – P O Box 6, South Bend, Washington, 98586-0187 (the “COUNTY”), and the Port of Willapa Harbor, 1725 Ocean Avenue, Raymond, Washington 98577 (the “RECIPIENT”).

WHEREAS, the RECIPIENT’S Bendiksen Landing Charge and Accelerate (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 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 PROJECT is listed on the Pacific County Overall Economic Development Plan as adopted by Resolution No. 2023-058; 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. 302 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 RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

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

1. **FUNDING**

A total of Sixty Thousand Dollars (\$60,000) has been pledged within the Pacific County Public Facilities Improvement Fund No. 302 to assist the RECIPIENT with this “public facilities” improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 2024 – Thirty Thousand Dollars (\$30,000)
- Fiscal Year 2025 – Thirty Thousand Dollars (\$30,000)

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 only as provided in Section 4. Payment Provisions.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for expenses to complete Section 3. Scope of Work.

3. **SCOPE OF WORK**

Develop a website that integrates Bendiksen Landing branding with site client’s business and install up to four (4) Level 2 chargers OR seed a proposal to install one modest DC fast charger as described in the Rural Economic Development Infrastructure Funding Application (see Attachment A).

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the RECIPIENT by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. **CONTRACT PERIOD**

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the 15th of December, 2025 unless sooner terminated or extended as provided herein.

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. **INDEMNIFICATION/HOLD HARMLESS**

A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT's compensation, and have been mutually negotiated by the parties.

B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the Contract.

C. **Survival of RECIPIENT's Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

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. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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:	Paul Plakinger, County Administrative Officer Pacific County General Administration P O Box 6 South Bend, WA 98586 Telephone: (360) 875-9334
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James R. Sayce, Manager
Port of Willapa Harbor
1725 Ocean Avenue
Raymond, WA 98577
Telephone: (360) 942-3422

RECIPIENT
Port of Willapa Harbor

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

APPROVED AS TO FORM

Amanda Bennett
Clerk of the Board

Date _____

ATTACHMENT A

This form can be filled on screen. If you need a free pdf reader, go to <https://get.adobe.com/reader/>

PACIFIC COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING APPLICATION

Project Title: Bendiksen Landing Charge and Accelerate

Annual ☒
Long-term ☐

Contact: Name Jim Sayce

Address: 1725 Ocean Avenue

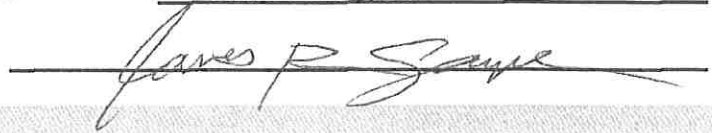
City, state, zip: Raymond WA 98577

Phone #: 360-942-3422

portofwh@willapabay.org

Signature of person authorizing submittal:

James R. Sayce



1. Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan). If not, do not submit application.

Yes ☒ No ☐

2. Briefly describe your project:

Bendiksen Landing has a goal of adding in up to 12 businesses and also continuing with the newly operational Washington Coast Business Accelerator. In keeping with the of advancement site technology, the port proposes to two developments: The first is to create a website that integrates Bendiksen Landing branding with site clients businesses. Site visibility is dependent on integrating location with Internet access via an eye-catching website presence supporting businesses and the accelerator program. The second is installing up to 4 Level 2 chargers OR seed a proposal to install one modest DC fast charger. The location has been identified and transformer sized up.

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

Acquisition in January Of 2023 was stimulated by a WA Dept of Commerce Small Business Innovation Grant. This funded acquisition and immediate repair (underway). It also funded the Washington Coast Business Accelerator developed by Enterprise for Equity and the Pacific County Economic Development Council. This outreach training is underway now.

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

Pacific County is a rural county with economic challenges. The Bendiksen Landing and WA Coast Business Accelerator aim to help train up existing and new business and is consistent with the economic intent of HB2260 in rural counties such as Pacific County.

5. Total project cost: \$ 60,000

6. Yearly amount requested from this funding: \$ 30,000

Revised February 2017

7. Number of years funding is requested: 2

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

First phase is integrating a new website with the Bendiksen Site and the WA Coast Business Accelerator. The website development will assist in both recruiting and small business development in conjunction with the business accelerator. The second phase (which can occur simultaneously) is the adding in of vehicle charging stations (either a modest DC fast charger or up to 4 Level 2 chargers).

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

SBIF fund: \$3,150,000 for site acquisition and repair. CERB planning grant funding for \$62,000, REDS process for approximately \$50,000.

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

Source	Amount	Status
Washington Electrical Transportation Infrastructure	\$70,000	Awaiting the right grant scale

11. Describe project specific employment benefits as follows:

Additional 1 FTE During Construction
Additional 15 FTE Employed by Facility when complete
Additional 30 FTE hired as a direct result of this project
Retained 20 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.

With 28,000 total square feet, a new business occupant can be scaled from as low as 1,000 square feet to as much as 3,000 square feet (possibly more). The site electrical power up strategy includes 12 metered systems and including one for electrical vehicle charging.

Additional 30 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:

The accelerator training in conjunction with new business location and development at the site. Site interest has been high with 5 small business contacting the port for information on the site. This speaks to a good website to assist in site redevelopment and recruiting/developing new businesses.

13. Describe any other economic benefits of this project:

Retain a sense of community history in the look and feel of the site while creating new jobs. We want the community to have a sense of pride in the site.

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

The consultants (Maul Foster Alongi) worked with a community committee gain comments on redeveloping.