

**PORT OF WOODLAND  
ECONOMIC DEVELOPMENT CONTRACT**

This Economic Development Contract is dated March 8, 2017, and is by and between the Port of Woodland, Washington, (“Port”) and the undersigned Applicant (“Applicant”).

**PORT:** **Port of Woodland**  
Contact: Jennifer Keene, Executive Director  
115 Davidson Avenue, PO Box 87, Woodland, WA, 98674  
Tel: 360-225-6555 Email:jkeene@portofwoodland.com

**APPLICANT:**

Name of Applicant: Woodland Middle School

Applicant Contact: Kari DeBower

Address: 755 Park Street City, State Zip: Woodland, Washington 98674

Email: debowerk@woodlandschools.org

Bus Phone: 360-841-2850

Funds Allocated to Applicant (“Funds Allocation”): \$7,200

Conditions to Funding: The Woodland Middle School through their district communications manager will write a feature story that will be distributed in their printed and electronic newsletters; posted to their website and social network accounts, and released to local media in Clark and Cowlitz Counties and Portland Metro area.

**RECITALS**

- I. Applicant has applied and qualified for a Funds Allocation from the Port of Woodland pursuant to Port of Woodland Resolution No. 440, for purposes of economic development in the Port District.
- II. Applicant has received and reviewed Resolution No. 440, and accepts the terms thereof.
- III. Applicant’s proposed economic development activity is set forth in Applicant’s application submitted to the Port.

## AGREEMENT

Port, in reliance upon Applicant's application, agrees to pay the Funds Allocation to Applicant, subject to the following terms and conditions, which are agreed to and accepted by Applicant by signature below:

1. **Applicant Economic Development Project/Program:** Applicant shall perform the economic development project/program set forth in Applicant's application, which is attached to this contract, within the Port of Woodland Port District, within one year from the date of this contract.
2. **Use of Funds Allocation:** Port funds must be used for the Applicant's economic development project/program, and cannot be used for organizational operational expenses such as rent, salaries, utilities and other monthly/annual regular operating expenses.
3. **Promotion of Port:** Applicant shall promote the Port of Woodland on all documentation, sites, events and notate or state the financial support by the Port for the project/program.
4. **Applicant's Report:** Applicant must provide the Port Commission with a letter on how funds were spent, and detail the impact of the project/program, within one-year from the date of this Contract, and prior to reimbursement to Applicant.
5. **Reimbursement.** Funding for projects/programs are on a reimbursement basis, and funds will only be released, up to the Funding Allocation amount, with proper documentation including all original receipts, statements, and reports. Funds will only be released for items that are properly documented. APPLICANT WARRANTS ALL REIMBURSEMENT DOCUMENTS PROVIDED TO PORT UNDER THIS PARAGRAPH WILL BE TRUE, CORRECT AND COMPLETE. Originals will be returned to Applicant upon request.
6. **Applicant Indemnification.** APPLICANT COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE PORT AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, VOLUNTEERS AND REPRESENTATIVES OF THE PORT, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, ATTORNEY FEES OR OTHER FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE PORT, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO APPLICANT'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF APPLICANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR OF APPLICANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.
7. **Attorney Fees and Expenses.** In the event that Applicant should default under any of the provisions of this Agreement and the Port should employ attorneys or incur other expenses for the enforcement of performance or breach of any obligation or agreement on the part of Applicant herein contained, Applicant agrees to pay to the Port reasonable fees of such attorneys and such other expenses so incurred by the Port.
8. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned by Applicant without the prior written consent of the Port.

9. **Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract.

**APPLICANT**

**PORT OF WOODLAND**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_