Contractor:

Town of Coupeville

Project:

Community Green Master Plan

Contract No.:

RM-GSA-2017-301

INTERLOCAL AGREEMENT RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Island County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the "County") and the Town of Coupeville, a municipal corporation organized under the laws of the State of Washington, acting by and through its Town Council and wholly situated in Island County, Washington, (the "Town"), on the date established pursuant to section 14 below.

RECITALS

- A. The County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Island County Code Chapter 3.02C. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas.
- B. The Island County Council of Governments at its October 26, 2016 meeting recommended for approval by the County the award of Rural County Economic Development Funds to assist the Town in financing the costs of an infrastructure improvement project known as Town of Coupeville Community Green Master Plan (the "Project"). Said improvements are more particularly described in "Exhibit A: Application for Rural County Economic Development Funds", re-submitted by the Town on June 19, 2017.
- C. The County approves an award of Rural County Economic Development Funds in the amount of Two Hundred Fifty-five Thousand, Four Hundred Ten Dollars (\$255,410) for the Project, subject to availability of funds in the Rural County Economic Development Fund Account.
 - D. The project is included in the Town of Coupeville Comprehensive Plan.
- E. The Town has the appropriate statutory authority pursuant to Chapter 35A.11 RCW, and is ready, willing, and able to complete the Project described herein, and the parties are entering into this Agreement to carry out such purpose.
- F. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

- 1. For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:
- 2. <u>Purpose</u>. The purpose of this Agreement is to allow the County to provide partial funding assistance to the Town for costs of the Project. Said improvements are more particularly described in the Exhibit A: Application for Rural County Economic Development Funds, submitted to the County by the Town.
- 3. <u>Project Time / Budget.</u> Work on the Project shall be substantially complete no later than December 31, 2019. If an extension is required, a written request must be made to, and approved by, the Island County Board of Commissioners. For purposes of RCW 39.34.030(3)(d), the Town will establish and maintain a Project construction budget. The Town will be responsible for acquiring, holding and disposing of Project property. Unless otherwise agreed by the parties by subsequent written instrument, the County shall not own any real or personal property acquired with the funds distributed to the Town hereunder.
- 4. <u>Construction</u>. The County shall have no responsibility for the design, construction or Project management of said Project. The Town shall have the sole authority to determine its design, construction and Project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.
- 5. <u>Allowable uses</u>. All funds disbursed by the County to the Town under this Agreement shall be used by the Town solely for Project costs considered permitted uses under RCW 82.14.370 and Island County Code Chapter 3.02C.040(A). In addition, funding provided under this agreement can only be used for construction of infrastructure. Town administrative costs are not eligible for reimbursement. The Town hereby agrees that the said Project shall be completed for uses as described herein.
- 6. <u>Financing</u>. The contribution to the Town from County rural county sales and use tax proceeds for this Project will be in the amount of Two Hundred Fifty-five Thousand, Four Hundred Ten Dollars (\$255,410). Upon receipt of a request for reimbursement and documentation evidencing that the Town has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt.
- 7. Repayment. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Interlocal Agreement, the Town hereby agrees that it will repay to the County all such funds, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool. Any repayments due to the County shall be paid by the Town within forty-five (45) days of written request made by the County.
 - 8. <u>Documentation</u>. The Town shall maintain for a period of six (6) years proper records

documenting that the funds provided by the County were used solely for the purposes contained herein. During regular business hours, the Town shall make Project records available for inspection or audit by the County or its duly authorized representatives.

9. Reporting. The Town shall file a report with the Board of County Commissioners by January 31st of the year succeeding completion of the Project, for 5 years, reflecting the number of jobs and businesses created or retained as a result of the Project, along with other related information reasonably required by the County to measure the economic impact of its financial assistance.

The Town shall also file a report with the County Auditor by January 31 of each year thereafter when the Town has been reimbursed in the prior year under Section 6 above. The report must show the following:

- (a) List the name of the project;
- (b) Indicate where the project is listed in the Town's economic development plan or the economic development section of the Town's comprehensive plan;
- (c) List the Town's total expenditures for the project from rural county sales and use tax funds received from the County in previous year and in prior years, if applicable;
- (d) List the actual or estimated number of businesses created/retained by the Project; and
- (e) List the actual or estimated number of jobs created/retained by the Project.
- 10. <u>Indemnification</u>. The Town shall be solely responsible for administration of the Project. The Town shall at all times protect, indemnify and save harmless the County from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable counsel fees, and expenses) imposed upon or reasonably incurred by or asserted against the County on account of (i) any failure of the Town to comply with any of the terms of this Agreement or (ii) any loss or damage to real or personal property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use or financing thereof or (iii) any use of the Project funding in violation of applicable law (including environmental laws); provided, the Town has no obligation to indemnify the County for any claim or liability resulting from the County's negligence or willful misconduct. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

The Town shall maintain, during the life of the Agreement, Industry Standard Occurrence Commercial General Liability, or an equivalent, in the amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 Aggregate, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Town from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Town or by anyone directly employed by or contracting with the Town.

The Town shall maintain, during the life of this Agreement, Business Automobile Liability Insurance, or an equivalent, in the amount of \$1,000,000.00 Bodily Injury and Property Damage per combined single limit to protect the Town from claims which may arise from the performance of this Contract, whether such operations are by the Town or by anyone directly or indirectly employed by the

Town.

Membership of the Town in a state approved municipal risk pool with similar or better coverages shall satisfy the insurance requirements of this section.

- 11. <u>No Separate Legal Entity</u>. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. For purposes of RCW 39.34.030(4)(a), the Town's chief administrative officer shall administer the Project.
- 12. <u>Modification of the Agreement</u>. This Agreement may be modified only by the written consent of the legislative body of each party.
- 13. <u>Arbitration</u>. Any dispute between the parties concerning the application of or violation of the express terms of this Agreement shall be resolved through arbitration. For purposes of arbitration, each party shall pick its own arbitrator and the two arbitrators within ten (10) days shall pick a third arbitrator. If the two arbitrators do not agree within ten (10) days to pick a third arbitrator, either party may apply to the Superior Court of Island County to select a third arbitrator. A majority decision of the arbitrators shall be final and conclusive.

Except where expressly provided in this Agreement, the arbitration shall be governed by Ch. 7.04A RCW. The cost of arbitration shall be borne by each party paying for its own arbitrator and its attorney fees and costs. Should all parties participate in an arbitration, those parties' arbitrators shall meet and choose an arbitrator who shall join in deciding the matters in the dispute in the manner set forth above. The arbitrator will be compensated by the parties as follows: Each party shall pay one half the costs of all arbitration including the compensation for the third arbitrator. Each party shall pay the cost for the arbitrator it selects.

- 14. <u>Term of Agreement and Termination</u>. This Agreement shall become effective on full execution hereof and compliance with Section 15, and shall expire upon the payment in full to the Town, if any, for any documented reimbursement request owed by the County pursuant to Section 6 of this Agreement.
- 15. <u>Filing of Agreement.</u> Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Island County Auditor or, alternatively, listed by subject on the Town's Internet website.
- 16. <u>Survival</u>. Sections 5, 7, 8, 9, 10 and 13 of this Agreement shall survive the termination of this Agreement.

BOARD OF COUNTY COMMISSIONERS ISLAND COUNTY, WASHINGTON

Lin Jaharan Chaile

Date: 10/3/7

Attest:

Clerk of the Board

TOWN OF COUPEVILLE

By: Navor

Date: 9/28/2017

Attest:

Town Clerk





Town of Coupeville

4 NE Seventh • PO Box 725 • Coupeville WA 98239 360.678.4461 • 360.678.3299 Fax • www.townofcoupeville.org

RECEIVED

June 19, 2017

JUN 19 2017

ISLAND COUNTY
COMMISSIONER'S OFFICE

Board of County Commissioners,

Thank you for the opportunity to re-submit Coupeville's Community Green grant application for 9% Rural Economic Development funds. This is a very important infrastructure project to encourage growth of our downtown historic commercial district and the surrounding area.

As you may recall, our first application included all phases of the original project with the exception of a toddler playground. While this project is fairly easy to break down into phases, the phases must adhere to the requirements of the grant, be constructed in a certain order, and include the priorities of our community.

We are re-submitting our application based on the following factors:

- The components of our original application that most closely meet the infrastructure criteria
 of this grant are: utility installation, increased public parking, and construction of public
 restrooms, and connections of pedestrian paths.
- The priorities of our business community, residents and visitors are: increased parking with safety lighting, construction of a public restroom, utilities to the Holbrook Barn, and drainage for the town green, in that order.
- Construction should be completed in the following order:
 - o Utilities installed for the restroom, Holbrook Barn and parking lot security lighting.
 - o Drainage and storm water treatment in the Green installed.
 - o Installation of 40 new 'green' parking spaces installed in the Green.

One of the most expensive phases of the original application was the low impact development, pervious asphalt to pave the existing municipal parking lot. While this is an important final step to the project and paving will increase the capacity by improving parking efficiency, it will not add as many new parking spaces as the construction of new 'green' spaces in the Green. We are removing this phase from the grant application at this time and will look for other sources of funding or resubmit at a later date.

Our original application included matching funds from the town, REET funds we have been saving for the construction of a restroom. We are not asking for funds for a restroom in this resubmitted application and are not including our REET funds as a match. We will use our REET funds to construct the restroom ourselves.

I would also ask that while you are considering this application, you're aware that the Town of Coupeville is the only eligible jurisdiction that has not received 9% Rural Economic Development Funds. I don't believe we have ever submitted a grant application, but we have been contributing sales tax money to this fund since its inception. While I support your efforts to re-examine how funds are distributed and the possibility of making this a low interest loan program rather than a grant, it would be equitable to allow the town at least one grant before that change is made.

Attached is a modified application and budget. I am available to answer questions about the modified application in your work session or individually, whichever is more convenient for you. Thank you for your consideration.

Sincerely,

Molly Hughes

Mayor

Town of Coupeville Community Green Master Plan Application for Rural County Economic Development Funds June 2017 - Resubmittal

Applicant:

Town of Coupeville

Contact:

Molly Hughes, Mayor

360-678-4461 Ex. 2

mayor@townofcoupeville.org

Project Title:

Coupeville Community Green Master Plan

Total Project Cost:

\$850,098

Amount included in this request:

\$255,410

Town of Coupeville Community Green Master Plan 9% Rural Economic Development Fund Resubmittal

| DILL | Cumur | 25 | |
|------|-----------|---------|-----|
| Wat | ter, pow | er, sev | ver |
| Ped | estrian p | path co | nn |

Cito Hitilities

hook-ups and installation ection Safety lights installation

\$ 59,400

Green Parking Spaces

Storm water treatment and drainage extension Access gates and curb stops Pedestrian path connections 40-65 "green" reinforces grass paving parking spaces

\$141,675

Multi-Use Improvements

Drainage improvements to the Green Lawn restoration Pedestrian path connections

\$ 54,335

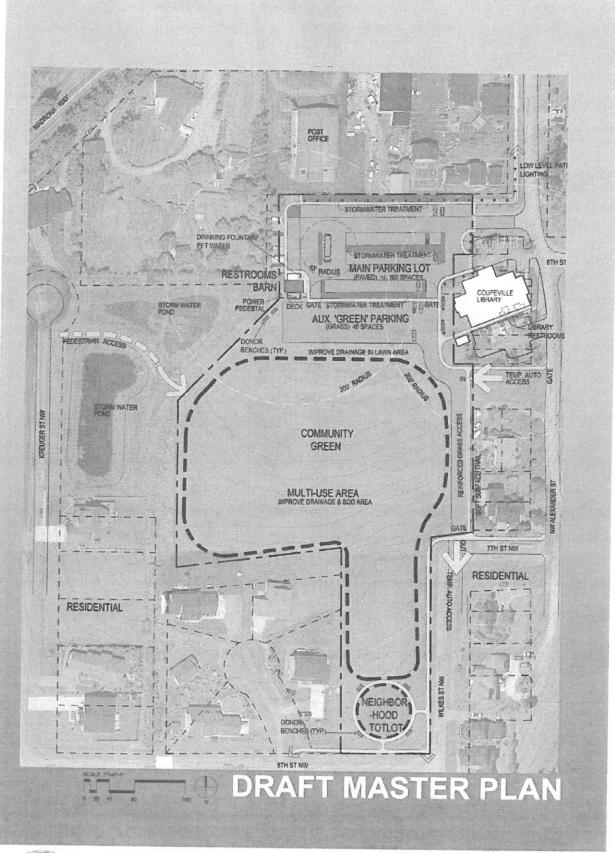
Total Grant Request

\$255,410

Public Restroom

(Town to pay for construction with REET funds)

\$135,600





Briefly describe your project

In 2012 the Town of Coupeville spent \$20,000, and a year, gathering input from a huge group of stakeholders to develop a Master Plan for our Community Green. The Community Green includes 3.9 acres of open space in the center of town. It also includes the Town's municipal parking lot and is located between the Library, the Post Office and the Peaceful Valley residential neighborhood. The Town had some goals for the space but wanted to find out what our residents and business owners priorities were. The result was a 54 page Master Plan: site evaluation, soil analysis, design plan and preliminary budget. The priorities of this Master Plan are summarized as follows:

Parking – Residents and business owners alike, agree there is a lack of parking in town, so much so, that it impacts attendance. Residents want additional parking so it is more convenient to shop local. Business owners want more parking for their employees and customers. In addition to these year-round needs, the Town requires more parking for the many special events we host. We currently have a total of 105 parking spaces on the streets of the historic commercial district and the Rec Hall. This plan increases parking by adding 40 'green' reinforced grass spots in the open space. This submittal includes adding drainage, storm water treatment as well as conveyance. Storm water is not currently treated and drainage is so poor in the open space, it is unusable for part of the year. Better drainage would make the entire space available for special events, especially during the shoulder season.

Lighting – There is currently no lighting in the municipal parking lot. Business owners are hesitant to encourage their employees to park in the lot during fall and winter. Walking alone to the lot after dark does not feel safe, especially when carrying the day's receipts. Being able to have employees park in the lot year round, will free up street parking for customers. Lighting will need to be night-sky friendly and take into account the homes bordering the south and west sides of the open space.

Public Restroom – Currently, the Town has one public restroom, leased from the owner of the building the Chamber of Commerce rents. This lease is not a permanent arrangement. The plumbing is old and undersized and the restrooms must be locked during large festivals and events. The Master Plan includes a restroom built on the side of the historic Holbrook Barn, which was donated to the town in 2012 and moved to the corner of the municipal parking lot. A restroom could be constructed to look like a side addition to the barn, which would be a recreation of a shed addition originally on the barn.

Utilities – Water, power and sewer must be brought to the parking lot in order to install lighting and build a restroom. Storm water treatment and conveyance must be added and/or improved for the reinforced grass parking and overall improvement to the large grass open space.

Pedestrian Paths – The walkability of Coupeville is a huge priority to our residents and our visitors appreciate the pedestrian access. Walkability is also critical to our businesses, especially those in the historic commercial district on the waterfront where there is no place to increase parking. Coupeville has historically favored compacted gravel paths in place of traditional sidewalks. Gravel is a less expensive option and more in keeping with our small town, rural feel. The Master Plan includes connecting pedestrian paths around the parking lot and open space with existing paths and sidewalks.

Other Priorities – Two additional priorities were identified in the Master Plan and are a part of the overall budget. However, they are not included in this grant application.

Holbrook Barn Improvements – This structure will eventually become a focal point of the Community Green and surely add to the economic health of the area. However, at this point, a specific use has not been identified, so we are not including it in this grant cycle. Also, some of the improvements named in the budget have already been made. The Town partnered with the Coupeville Lions and the Friends of Ebey's Reserve to replace the shake roof, repair the doors and secure the building. Water and power will be brought to the barn when a restroom is installed, so further improvements will be easier and more uses will be possible.

Neighborhood Tot Lot – The Town does not have a play area for very small children in our other parks. The need for this type of play area was identified as a priority from our community. Even though there is evidence that parks improve the economic health of a community, we do not feel a play area meets the definition of infrastructure identified by this fund. We are not including this Tot Lot in the grant application and will look for other funds to complete this phase.

How does this project satisfy, in whole or in part, your economic diversification strategy?

The Coupeville Green project will serve over 45 businesses in the commercial historic district, as well as business on Coveland and Alexander and the north part of Main Street.

This area includes the Island County Museum and the Port of Coupeville. The historic architecture, Penn Cove, and being located in the heart of Ebey's Landing Reserve, all add to the character of the area as well as provide challenges to development potential.

Because Coupeville's commercial area is small in total and almost entirely developed within the Historic District, our Comprehensive Plan identifies "economic sustainability and stability" as a preference.

 "Economic sustainability and stability should be managed within the historic footprint for economic growth. A stronger retail tax base on the same amount of land eases pressure on both the development of vacant land and the need for increased property taxation." Parking and pedestrian paths are supported by Economic Goal 1.

"To recognize and enhance positive community qualities by integrating Coupeville's commercial areas and uses with overall Town Character."

 Encourage pedestrian movement through the historic waterfront by means of thematic signage and parking management.

Night sky lighting, storm water control and selective use of the open space, neighboring residential areas, are supported by Economic Goals 2 and 3.

- 2. "To encourage the retention and expansion of existing businesses which are environmentally acceptable and are complementary to community needs and consistent with land uses."
 - Assure that Town regulations governing businesses balance legitimate business needs while protecting residential integrity.
- 3. "Encourage new businesses which are environmentally compatible and complementary to community needs and consistent with existing land uses and zoning."
 - Review existing commercial zones and uses to ensure that both community and business needs are met, while providing for orderly transitions between commercial and residential uses.

Parking improvements, the addition of a restroom and pedestrian paths are supported by Economic Goal 4.

- 4. "Emphasize Coupeville's historic character, activities, and beautiful natural setting in order to enhance our appeal as a tourist destination."
 - Improve tourism support facilities including consistent and compatible signage, parking areas and restrooms.
 - Expand pedestrian access for citizens and tourists to interconnect all Town parks, Island County's non-motorized trail system, state parks and Ebey's Landing National Historical Reserve facilities.

Even though economic sustainability and stability is a stated goal, this project will increase the year-round accessibility to locals and visitors, which in turn increases business revenue and employee hours.

Is this project include in your Comprehensive Plan? Yes, see above

Is this project included in your Capital Facilities Plan? Coupeville's Capital Facilities Plan is sorely out of date and will be revised in the upcoming Comprehensive Plan update. However, public restrooms, parking improvements and Holbrook Barn upgrades are all included on internal Capital Project lists and money has been set aside for all three.

What planning has taken place regarding this project, and is the project part of a plan?

The Community Green Master Plan was developed after an all-inclusive, one year, community participation process. The Town of Coupeville invested \$20,000 into the development of this Master Plan. This grant application includes a portion of the total Master Plan for the area. Stakeholders that were involved in the development of the plan include; Peaceful Valley Homeowner's Association, Coupeville Parks and Rec, Coupeville Festival Association, Coupeville Farmer's Market, Coupeville Historic Waterfront Association, Coupeville Chamber of Commerce, Island County Historical Society, Whidbey Island Conservation District, Coupeville Library, Coupeville Town Council and the general public. The current Town Council has approved this revised grant application. The Master Plan addresses a comprehensive list of community and business priorities.

Have engineering reports and feasibility studies been prepared, and if so, when?

A complete site plan and preliminary budget was developed in December 2012 and is included in this application. Because the budget is four years old a 13% inflation factor was applied to each phase. This amount is an average of the Mortenson Construction Cost Index (14%) and the Turner Building Cost Index (12%) for the past four years. Soil analysis of the open space has been completed by Hallbauer Consulting LLC in 2009.

Have you secured funds for this project from state or federal programs or foundations?

The Town has earmarked \$135,000 in REET funds for this project.

Are there other efforts you have made that are unique to this project?

The Town applied for and received a \$4,000 Ebey's Forever Grant for the replacement of the shake roof, repairs to the doors, and locks fabricated for the Holbrook Barn. The Town matched this \$4,000 for materials.

The Town also received in-kind donations of labor from the Coupeville Lions for the installation of the roof and other repairs to the doors. Other donations of materials, disposal costs, equipment use and architectural fees brought the total donations to \$24,000 for the Holbrook Barn improvements.

The Coupeville Farmers Market has pledged \$10,000 toward the construction of a restroom.

How many full-time permanent jobs will be created in 1-3 years?

Planning, engineering and construction will provide 4 FTE, living wage jobs in the short term.

How many full-time permanent jobs will be created in 3-5 years?

It is estimated that this commercial infrastructure will support the sustainability, stability and growth of 5 FTE's in the commercial historic district, due to increased year-round access and marketing of our businesses. After the project is finished, additional maintenance hours will be required from the town staff.

How many full-time permanent jobs will be retained?

These same 5 FTE's will be retained within the commercial historic district.

What is the size of the population that will benefit by this project?

The Town of Coupeville has a population of 1,900. The greater Central Whidbey area has a population of 12,890 and considers Coupeville their 'hometown,' they shop and do business here. Residents of Whidbey Island and hundreds of thousands of visitors from off island come to Coupeville every year. They stay in local B&B's, eat in our restaurants, shop in our retail and art establishments, take classes at the PNW Art School, visit Ebey's Reserve and attend festivals and special events.

How many jurisdictions do you plan on serving with this project?

The Town of Coupeville, Island County and visitors from many other counties and Canada will all be served by this project. Additionally, this project will serve the Port of Coupeville and their businesses at the end of the wharf. The Port does not have its own exclusive parking and depends on street and parking lot space.

How many businesses do you plan on serving with this project?

The 45 retail businesses in the historic commercial district will reap the biggest, year-round benefits of these improvements. The Port of Coupeville, Island County Museum and Coupeville Chamber of Commerce are also in this catchment area. Parking, lighting and restrooms will help these businesses market Coupeville as a year-round shopping destination and be less dependent on the tourist season.

The Coupeville Farmers Market will benefit from these improvements. The US Chamber of Commerce postulates that \$1 spent locally turns over three times locally, so even a small increase would be magnified. 2015 sales at the Coupeville Farmers Market were \$321,745.

- Restrooms, electricity and hot and cold water will make it easier for the Market to meet Island County Health Department requirements and will open up the Market to additional hot food vendors and food trucks, creating new job opportunities.
- Improved drainage will make a larger portion of the Green usable for vendors and events, for more months of the year, increasing sales revenues.

The Mussel Festival, Penn Cove Water Festival and the Coupeville Arts and Crafts Festival all depend on this space for parking as well as food and entertainment space. Better drainage will allow the open space to be used in off season months. Paved parking will allow more flexibility in the layout of food and entertainment vendors. A restroom and running water will also help festivals meet Island County Health Department requirements.

Other groups that will directly benefit from these improvements are the hundreds of Volkswalkers who visit every other year. Bike races, foot races and boating bring hundreds more. These events bring a surprising number of participants and supporters into Coupeville who in turn spend money in our community. Improvements to town infrastructure will encourage more year round events and participants.

Improvements that encourage shopping and event planning on a year-round basis support the economic goal of "sustainability and stability" while at the same time providing growth in total sales and employee hours.

How will this project improve infrastructure capacity?

The Master Plan will require expansion of water/power/sewer/storm water utilities in the area. Transportation infrastructure is improved with parking facilities and pedestrian connections. Parking and restrooms improve commercial infrastructure/public facilities to the area.

How many months will this project take to complete?

We hope to have the engineering and permitting and the installation of utilities done in 2017, after the Farmers Market closes. Storm water and drainage improvements, installation of 'green' parking spaces and the construction of the restroom would be done in early 2018 as the weather allows.

Are there other factors significant to this project that we should be aware of, such as emergency declarations, volunteer efforts, links to other propriety projects, etc?

A very important part of this project will be the treatment of storm water before its release into Penn Cove. Not only does this improve the ecosystem of the Cove, it improves the water quality that sustains one of our most important businesses: Penn Cove Shellfish. Penn Cove Shellfish is Island County's 11th largest private employer. Although located just outside of town limits, it is a business that positively promotes Coupeville, Penn Cove and Whidbey Island on an international scale. Penn Cove mussels are a vital part of Coupeville's history and culture.

What quantifiable outcomes are you going to track to measure the success of this project?

- Parking in the Community Green area will be increased by 55%, 75 spaces to 115
- The addition of 40 spaces increases the total parking in the historic commercial district by 25%
- Open space usage will increase by 75%, improved drainage will allow use 7 months of the year vs. 4 months
- Coupeville Farmers Market vendors will increase by 10%
- Town pedestrian path inventory will increase by 900 feet
- Sales tax, festival sales, Farmers Market sales can all be tracked to see increases over 2016 levels

Contractor: Town of Coupeville

Project: Co

Community Green Master Plan

Contract No.: RM-GSA-2019-85

AMENDMENT NO. 1 INTERLOCAL AGREEMENT RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

The Interlocal Agreement, between Island County, Washington, and the Town of Coupeville, dated October 3, 2017, to assist the Town in financing the costs of an infrastructure improvement project known as Town of Coupeville Community Green Master Plan, is hereby amended as follows:

Paragraph C is amended to read:

C. The County approves an award of Rural County Economic Development Funds in the amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000) for the Project, subject to availability of funds in the Rural County Economic Development Fund Account.

Paragraph 6 is amended to read:

6. <u>Financing</u>. The contribution to the Town from County rural county sales and use tax proceeds for this Project will be in the amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000). Upon receipt of a request for reimbursement and documentation evidencing that the Town has paid Project costs allowable under this Agreement, the County shall pay said reimbursement request within forty-five (45) days of receipt.

All other terms and conditions of the original Interlocal Agreement, not amended hereby, remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS ISLAND COUNTY, WASHINGTON

By: Lill Pahasan Cháir

Date: <u>3/19/19</u>

TOWN OF COUPEVILLE

/ Mayor

Date: