

**SPECIAL SERVICES CONTRACT
PORT OF LONGVIEW COMMISSIONER REDISTRICTING**

THIS CONTRACT is entered into by and between **PORT OF LONGVIEW**, Washington, (hereinafter referred to as the “PORT”), and the Cowlitz-Wahkiakum Council of Governments, a municipal corporation of Washington State (hereinafter referred to as the “COG”).

WHEREAS, the PORT desires to enter into a contract with the COG for their assistance in preparing a plan for redistricting the PORT’s internal port commissioners’ district boundaries;

WHEREAS, the COG has the experience and variety of staff resources to prepare such a plan; and

WHEREAS, the PORT agrees to provide funding to support COG staff services to prepare the plan as outlined in Attachment A;

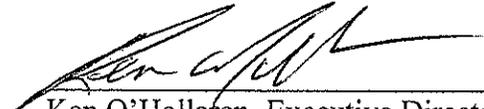
NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE ABOVE PARTIES AS FOLLOWS:

1. Consideration. For services performed and other expenses associated with the project, the PORT shall pay the COG such compensation not to exceed a total of \$3,500.
2. COG’s Responsibilities.
 - a. Scope of Services: The COG shall provide staff services, as outlined in Attachment A, to prepare a plan for redistricting the PORT’s internal district boundaries.
 - b. Billing Procedures: The COG shall submit invoices for services rendered no more frequently than one per month for planning services at the rates outlined in Attachment A and other costs associated with the preparing and providing deliverables.
3. Records and Documents: Both parties shall agree to allow duly authorized officials of the agencies, the state and/or federal governments, full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records and books involving transactions related to the project and this contract for audit purposes. Each agency shall cooperate with applicable agency staff and state auditors in the event of an audit of its financial records to the extent necessary to ensure compliance with any state or federal requirements.
4. Hold Harmless Clause. The PORT agrees to protect the COG, its officers, agents and employees, and save it harmless from all suits, claims or liabilities for damages against the COG which may result from said services, except actual negligence by the COG in affecting the work desired. Upon satisfactory completion of its services and acceptance of the work, the COG shall be released from all further liability.

5. Confidentiality Clause: The use or disclosure by any party of any information concerning a client (defined as a person receiving services) for any purpose not directly connected to the COG's or the PORT's responsibilities to said services provided under this contract, is prohibited except by written consent of the client or his or her legal representative. This provision should not be construed to prohibit disclosure of any public records subject to disclosure under Chapter 42.17 RCW.
6. Termination
 - a. By Mutual Agreement: During conduct of this contract, the expected date(s) of completion, scope of services and/or costs may be amended. Such amendments shall be mutually agreed upon and put into effect by an amended contract or jointly signed letter of agreement.
 - b. For Cause: If, through any cause, COG and/or the PORT shall fail to fulfill in a timely and proper manner their obligations under this agreement or if COG and/or the PORT shall violate any of the covenants, agreements, or stipulations, the COG and/or the PORT shall thereupon have the right to terminate this agreement. If fault is found with the COG, the PORT shall have the right to withhold the balance of the funding if such default or violation is not corrected within twenty (20) days after the written notice is given describing such default or violation.
7. Effective Dates. This contract shall be effective from June 1, 2011 until December 31, 2011, unless changed by mutual agreement. This contract may be terminated by either party upon a minimum of thirty days written notice to the other. The PORT will pay only for services rendered up to the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the date of the last signature below.

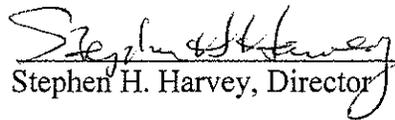
PORT OF LONGVIEW



Ken O'Hollaren, Executive Director

Date: 7/12/11

**COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS**



Stephen H. Harvey, Director

Date: 6/22/11

ATTEST:



Robin Johnson, Executive Assistant

Date: 7-12-11



Anisa J. Kisamore, Office Administrator

Date: 06-22-11

**SPECIAL SERVICES CONTRACT
PORT OF LONGVIEW COMMISSIONER REDISTRICTING**

PERSONNEL RATES 2011

TITLE	RATE RANGE
Planning Services	\$57.00-62.00 per hour

SCOPE OF WORK

Objective

To prepare a plan for redistricting the PORT's internal port commissioners' district boundaries in accordance with requirements of RCW 29A.76.010; redistricting counties, municipal corporations, and special purpose districts, and guidance materials provided by the Washington Secretary of State.

The internal commissioner districts shall be nearly equal in population as possible to each other district based on population information from the 2010 federal decennial census. The planning effort shall include public notice and opportunity for public input.

Work Tasks

	<i>Estimated Hrs</i>
Task 1 Map existing commissioner boundaries and provide existing population estimates based on the 2010 Census Block data. Prepare additional maps as needed to support the effort such as assessor tax parcel maps, utility service area maps, and aerial photos. The goal is to equally divide the existing population while considering where future growth will likely occur.	12
Task 2 Work with port district staff to recommend a redistricting map for the port commissioners. Attend port commissioner meeting and present draft redistricting map and a staff report detailing how the proposed map meets state requirements.	8
Task 3 Arrange for legal descriptions be prepared by a third party.	3
Task 4 Prepare materials for presentation at a public hearing, including: <ul style="list-style-type: none"> • Public hearing notice; • Staff report with findings of fact; • Resolution; and • Final map with legal descriptions. 	12

Deliverables

1. Public hearing notice;
2. Staff report with findings of fact;
3. Resolution;
4. Final map with legal descriptions; and
5. A copy of the commissioners' districts in shapefile format and associated metadata for use in a geographic information system (GIS).