

CONTRACT FOR TECHNICAL SERVICES

**Between
Pacific County
and the
Pacific County Economic Development Council**

THIS AGREEMENT is entered into this _____ day of _____, 2014, by the County of Pacific, hereinafter referred to as the "COUNTY", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

WITNESSETH:

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the COUNTY is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the COUNTY desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the COUNTY;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the COUNTY inquiries from businesses and industries indicating an interest in locating in the vicinity of the COUNTY and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the COUNTY in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the COUNTY may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the COUNTY's service area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the January 1, 2015, and terminate on the December 31, 2015. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.
3. Compensation and Method of Payment. The COUNTY shall reimburse the EDC for the services as follows:
 - a. The total contract price for the period specified in paragraph 2 shall be \$5,000.00
 - b. \$5,000 to be paid in two installments, \$2,500 due March 31, 2015, and \$2,500 due September 30, 2015.
 - c. The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the COUNTY as are requested.
4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 211 Commercial Street, Raymond, WA 98577 and the County of Pacific, P.O. Box 187, South Bend, WA 98586.
6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.
7. Liability. In accepting this Agreement, the EDC, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the EDC or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the EDC, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.
8. Debarment Certification. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the COUNTY.

9. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.
10. Integrated Document. This contract embodies the contract, terms and conditions between the County and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

PACIFIC COUNTY
BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY ECONOMIC
DEVELOPMENT COUNCIL

Steve Rogers, Chairman

President

Frank Wolfe, Commissioner

Treasurer

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey Date
Clerk of the Board

Non-Departmental (001.0)**
Operating Expenditures

Object	Description	Historical Data				4-yr. Avg.	2014		2015		
		2010 Actual	2011 Actual	2012 Actual	2013 Actual		Total Budget \$ Incl. All Amendments	Actual \$ Through 11-30-2014	Baseline \$	Dept. Request \$	Budget \$
Supplies (001.0***.3*)	OFFICE & OPERATING SUPPLIES (#31)	1,048.87	-	-	-	262	-	-	-	-	-
	EQUIPMENT < \$5,000 (#36)	-	-	-	664.64	166	-	-	-	-	-
Services (001.0***.4*)	PROFESSIONAL SERVICES (#41)	-	-	-	5,117.81	1,279	-	-	-	-	-
	County Code	-	-	-	32,959.94	8,240	10,000	5,000.00	10,000	10,000	5,000
	Document Preservation	3,993.99	3,325.94	-	-	1,830	-	-	-	-	-
	Professional Services	308,800.92	308,800.92	308,800.92	301,844.28	307,062	320,000	284,499.47	320,000	320,000	310,000
	Public Defender	-	-	-	-	-	-	-	-	-	-
	TRAVEL (#43)	1,027.25	-	-	-	257	-	-	-	-	-
	OFFICIAL PUBLICATIONS (#44)	607.24	766.48	669.82	796.55	710	1,000	356.00	1,000	1,000	700
	MISCELLANEOUS (#49)	350.00	350.00	350.00	250.00	325	350	250.00	350	350	350
	AWC/Local Gov. Personnel Inst.	500.00	500.00	500.00	500.00	500	500	500.00	500	500	500
	Columbia-Pacific RC&D	447.00	447.00	447.00	447.00	447	450	450.00	450	450	450
National Assoc. of Counties	9,574.00	8,933.00	9,139.20	9,173.53	9,205	9,830	9,830.00	9,830	9,830	9,830	
WISAC/WACO	-	-	-	665.28	166	-	-	-	-	-	
Miscellaneous	-	-	-	-	-	-	-	-	-	-	
Intergovt Services (001.0***.5*)	INTERGOVT. PROF. SERVICES (#51)	99,250.00	91,129.00	81,920.00	82,360.00	88,655	95,000	69,980.00	95,000	95,000	89,000
	Juvenile Detention Beds	5,000.00	5,000.00	5,000.00	5,000.00	5,000	5,000	5,000.00	5,000	5,000	5,000
	Economic Development Council	-	-	-	-	-	-	-	-	-	-
	INTERGOVT. SUBSIDIES FED. FUNDS (#52)	6,500.00	6,487.00	6,590.00	6,332.00	6,477	6,352	6,352.00	6,356	6,356	6,356
Olympic Region Clean Air Agency	10,000.00	10,000.00	10,000.00	10,000.00	10,000	10,000	10,000.00	10,000	10,000	7,500	
Pacific Conservation District	3,000.00	6,000.00	9,000.00	9,000.00	6,750	9,000	9,000.00	9,000	9,000	9,000	
Pacific Council of Governments	-	-	-	-	-	-	-	-	-	-	-
Total Operating Expenditures		450,099.27	441,739.34	432,416.94	465,111.03	447,341	467,482	401,217.47	467,486	467,486	443,686

