

**AGREEMENT BETWEEN
COLUMBIA RIVER ECONOMIC DEVELOPMENT COUNCIL
AND
CLARK COUNTY
FOR ECONOMIC DEVELOPMENT SERVICES**

THIS Agreement is made this 1st day of January, 2017 to cover the period effective from the date of execution to December 31, 2017, by and between Clark County, Washington, hereinafter called "Client", and the Columbia River Economic Development Council, hereinafter called "Contractor".

WHEREAS, Contractor is a non-profit corporation of the State of Washington providing comprehensive economic development services; and,

WHEREAS, Client is a county of the State of Washington that desires to promote economic development, support the expansion and retention of existing businesses to increase the level of business investment and job creation, and increase tax revenues to support public services toward the benefit of its citizens; and

WHEREAS, Client requires economic development marketing, business recruitment, business expansion, and related services toward those objectives.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. A. General Goals.

The Contractor shall use its capabilities to promote and enhance economic development and employment opportunities in the service area of the Client in accordance with the mission and goals established by the Contractor's Board of Directors, with specific activities and goals set forth in the attached Exhibit "A". The Contractor shall use its resources to jointly market the facilities and capabilities within the jurisdiction of the Client to new and existing businesses with the goals of increasing Client revenues and general employment opportunities for Clark County and Clark County residents.

B. Core Business Recruitment and Expansion Program.

(1) The Contractor shall serve as a general economic development research and reference service for the Client, and in this capacity shall perform such functions as conducting ongoing basic market research, identification of target markets, provision of regional marketing and recruitment services aimed at target markets, participating in the process of responding to inquiries, site selection consultation, and case management, regarding new industries or other commercial ventures which seek information concerning the facilities and resources managed by the Client.

(2) The Contractor shall, upon request, consult with and assist the Client at reasonable times and in a reasonable manner to provide services in the development and execution of programs aimed at better planning, utilization, promotion, and advertisement of community services, facilities, infrastructure, and property.

(3) Contractor shall maintain and enhance working relations with the business community in Client's region to assist with business start-up and expansion needs, technical assistance,

access to consulting services, and identification of financing resources including aid and assistance to at-risk businesses.

(4) Contractor shall assist Client in preparing replies to inquiries received by Client or Contractor regarding Client facilities and resources relative to economic development retention and expansion opportunities.

(5) Contractor shall assist Client in applying for and administering economic development related grants.

(6) Contractor shall maintain and update descriptive listings of available industrial sites for new or expanded industry, which are, or may be, served by Client, including appropriate development information for those industrial sites.

(7) The Contractor shall provide bi-monthly activity reports and semi-annual reports on progress toward goals that provide performance information toward meeting established goals. The activity reports will be provided to the Client's CREDC board representative with the materials for each board meeting. In addition, Contractor will provide:

- a. Two updates upon request to Clark County Board of Commissioners in a workshop setting, or agreed upon appropriate method, that outlines business growth strategies and business visits (existing and recruitment), marketing, trade shows, etc.
- b. Monthly updates as needed to appropriate County staff regarding business visits within County limits and follow up actionable items.
- c. Update and potential impacts to local businesses.
- d. A pre-briefing report to the County on any trade missions and trade shows. Provide a summary describing the objective and anticipated outcome of the activity. Define who will be participating in activity and how the stakeholders have coordinated and prepared.
- e. A de-briefing report to the County on all trade missions and trade shows regarding objectives, outcomes and next steps to follow up with targeted businesses.

(8) The Contractor shall upon request:

- a. Collaborate with the Economic Development Action Team on coordinated economic efforts initiated by the Client.
- b. Provide fact-based economic analysis and business perspectives on subarea plans, circulation plans, zoning ordinance amendments and amendments to the comprehensive plan.

2. Performance by Client.

A. For the services rendered by Contractor as indicated in Section 1, Client will provide, by payment in cash, the amount of One Hundred Thousand Dollars (\$100,000) upon receipt of invoice in the second quarter of calendar year 2017.

B. Client shall designate an individual who shall hold one non-elected voting position on the Board of Directors of Contractor. Said designee shall also hold one non-elected voting position on the Executive Committee of Contractor.

3. Term.

This Agreement shall commence on the date of execution and end on December 31, 2017.

4. Assignment.

This Agreement may not be assigned by either party except by signed amendment.

5. Breach.

A. In the event of either party's material breach of the terms or conditions of this Agreement, the non-breaching party reserves the right to withhold payments or services until corrective action has been taken or completed. However, the party shall not exercise this right until they have given written notice of such material breach to the breaching party and ten days have passed since the receipt of such notice. This option is in addition to and not in lieu of the parties' right to terminate this Agreement or any other right that State law offers for breach of contract.

B. If either party shall materially breach any of the covenants undertaken herein or any of the duties imposed upon it by this Agreement, such material breach shall entitle the other party to terminate this Agreement, provided that the party desiring to terminate for such cause shall give the offending party at least twenty days' written notice, specifying the particulars wherein it is claimed that there has been a violation hereof, and if at the end of such time the party notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Agreement shall be deemed complete.

6. Non-Discrimination.

Contractor shall conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, creed, or national origin, and in particular:

A. Contractor shall maintain open hiring and employment practices, and will welcome applications for employment in all positions from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

B. Contractor shall comply with all requirements of applicable federal, state, and local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, color, religion, sex, Vietnam era veterans' status, disabled veteran condition, physical or mental handicap, or national origin.

7. Hold Harmless and Indemnification.

Contractor shall protect, defend, save harmless, and indemnify Client, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, occurring, arising, or resulting from supplying work, services, materials, or supplies in connection with the performance of this Agreement.

8. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed the day and year first herein above written.

CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS


Mark McCauley, County Manager

Date: 2/7/17

COLUMBIA RIVER ECONOMIC
DEVELOPMENT COUNCIL


Mike Bomar, President

Date: 1/30/17

Approved as to Form:

Chris Horne,
Chief Civil Deputy Prosecuting Attorney

Date: _____

Exhibit "A"

CREDC Annual Activity & Performance Metrics

INITIATIVE #1—BUSINESS GROWTH

	Annual Goal
Number of business visits	75
"New-to-export"/"new-to-market" export companies assisted	7

INITIATIVE #2—DOMESTIC AND INTERNATIONAL BUSINESS RECRUITMENT

	Annual Goal
Domestic prospects identified	20
Recruiting trips	2
Site selector contacts	5

INITIATIVE #3—ENTREPRENEURSHIP AND INNOVATION

	Annual Goal
Entrepreneurial events	4
Collaborate on IPZ efforts	Ongoing

INITIATIVE #4—LAND FOR JOBS AND INFRASTRUCTURE

Employment Land Study implementation work	Ongoing
Pre-permitting advocacy	Ongoing
Regulatory reform advocacy actions	Ongoing
Comprehensive Plan processes	As they occur

INITIATIVE # 5—EDUCATION

	Annual Goal
Partner participation opportunities supported	Ongoing
Business/education collaborative events	3
Attend STEM governance meetings and/or events	5

COUNTYWIDE METRICS TO BE REPORTED ANNUALLY

Expansion projects assisted	
Recruitment projects assisted	
Estimated number of jobs created by companies with projects supported	
Estimated new capital investment created by companies with projects supported	