

## SERVICE CONTRACT

This agreement made and entered into this 1<sup>st</sup> day of January, 2018 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL**, a non-profit corporation, hereinafter referred to as “EDC.”

### Recitals

The City of Stevenson needs to establish and update a list of economic development projects to maintain eligibility for federal and state grant assistance.

The City wishes to increase dissemination of information regarding business opportunities and industrial expansion within the City; and improve efficiency of existing businesses by acting as an educational resource to business owners.

Among other things, the EDC is formed to promote economic development and encourage business expansion in the local area.

It is in the City’s interest to contract with the EDC to perform certain services relating to the general economic development of the City, and to provide technical assistance to new and existing businesses.

**Now, therefore**, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Services Rendered**: The EDC will perform the work set forth on the Scope of Work attached hereto as “Attachment A,” which is incorporated herein by reference.
2. **Completion**: The term of this agreement shall be for twelve (12) months, the EDC shall complete the services to be performed under this agreement on or before December 31, 2018.
3. **Payment**: In consideration of the work to be performed as described in “Attachment A,” City will pay EDC the total sum of **Nine Thousand Nine Hundred Forty-Five Dollars (\$9,945)**. Not later than June 1 and December 1, 2018, EDC will submit a request for payment and a report of work completed. Upon receipt of each satisfactory work report, City will pay EDC one-half of the total consideration, or **Four Thousand Nine Hundred Seventy Two Dollars and Fifty cents (\$4,972.50)** on a net 30-day term. After written notice to EDC, City may withhold payment if EDC cannot demonstrate substantial compliance with the terms of “Attachment A” hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and City will be excused from further performance hereunder.

4. **Termination and Waiver:** Upon default by either party of one of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder. Upon termination of this agreement, all property created under this agreement still in the possession of EDC shall be returned to the City within ten (10) days.
5. **Financial Records:** EDC shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by City, State of Washington or federal auditors.
6. **Status of EDC:** a) It is hereby understood, agreed and declared that EDC is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein. b) The EDC covenants that all licenses, tax I.D. Numbers., bonds, industrial insurance accounts or other matters required of the EDC by federal, state or local governments in order to enable the EDC to do business, have been acquired by the EDC and is in full force and effect.
7. **Insurance and Indemnification:** EDC agrees to indemnify and hold harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
EDC further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by EDC employees, agents, contractors, subcontractors or other representatives.
8. **Assignment:** This agreement shall not be transferred, assigned or sublet by either party without prior written consent of the other party.
9. **Ownership of Work Product:** All brochures, pamphlets, displays and any other product or idea created or produced by EDC under the terms of this agreement shall be and remain the property of City.
10. **Completeness of Agreement and Modification:** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

11. **Equal Opportunity and Compliance with Laws:** EDC shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, EDC shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
  
12. **Governing Law and Venue:** The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
  
13. **Costs and Attorney Fees:** If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees.
  
14. **Certification of Authority:** The parties hereby certify that the persons executing this agreement on behalf of City and EDC have legal authority to enter into this agreement on behalf of City and EDC and are able to bind City and EDC in a valid agreement on the terms herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF STEVENSON**

By \_\_\_\_\_  
Frank Cox, Mayor

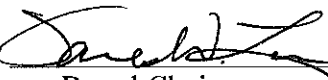
ATTEST:

\_\_\_\_\_  
Leana Johnson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, City Attorney

**SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL**

By   
Board Chair

By   
Executive Director

**CITY OF STEVENSON**  
**SCOPE OF WORK FOR ECONOMIC DEVELOPMENT SERVICES**  
**2018**  
**ATTACHMENT "A"**

The Skamania County Economic Development Council will perform the following economic development services for the City of Stevenson during the 2018 contract period:

1. Coordinate with the City the preparation of projects for the Comprehensive Economic Development Strategy (CEDS) to be submitted to the Mid Columbia Economic Development District (MCEDD) to establish eligibility for federal grant dollars. Network with MCEDD to ensure coordination and implementation of economic development activities.
2. Provide biannual progress reports to the City outlining economic development activities. When requested, attend Stevenson City Council to discuss the status of economic development projects affecting the City of Stevenson. Report on progress made on City deliverables.
3. Provide business retention and expansion services to businesses located within the City of Stevenson through the EDC's Business Resource Center, one-on-one counseling through the EDC, SCORE, or referrals.
4. Provide access to training opportunities to Stevenson businesses through workshops or training events available through the EDC and its economic development partners.
5. Market and operate the EDC's revolving loan fund programs to assist existing downtown businesses and start-up businesses.
6. Promote business workshops, business resource information, and training opportunities through the Economic Development Council or its partners via the EDC's website, e-mail or social media.
7. Track vacant store fronts available for new business start-ups and work with owners of large properties available for potential development.
8. Provide technical assistance for grant and loan applications to the City on a project specific basis.
9. Serve on the Washington Economic Development Association to provide input for legislation pertinent to the economic success of rural communities especially the City of Stevenson.

10. Visit Stevenson businesses on a regular basis to determine the needs for the local city business owners.
11. Work with the County Assessor and Port of Skamania to maintain a database of commercial properties available for lease or purchase. Database to include information on location, ownership, zoning, square footage of buildings, acreage, price (if for sale), utility access and providers.
12. Continue contract with the State of Washington's Department of Commerce as the Associate Development Organization (ADO) for Skamania County. Performance measures for the ADO contract include specific economic development targets for recruitment and marketing activities, business retention and expansion services, readiness and capacity engagements, and community activities.