SKAMANIA COUNTY
Economic Development Council
167 NW 2nd ~ PO Box 436 ~ Stevenson, WA 98648 (509) 427-5110 Phone (509) 427-5122 Fax www.skamania-edc.org

SERVICE CONTRACT

THIS CONTRACT, by and between the City of North Bonneville, a municipal corporation, hereinafter referred to as the "**CITY**," and the SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL, a nonprofit corporation, hereinafter referred to as the "**CONTRACTOR**,"

WITNESSETH THAT:

1. Authority:

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR**'S contracting officer, and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax identification numbers, bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do business, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **CITY** represents that the services contracted for herein have been appropriately budgeted for, that the **CITY** has the authority to contract for such services and that the contracting officer for the **CITY** is the mayor.

2. Services Rendered:

A. The work to be performed consists of those services and/or plans, drawings, specifications, and job descriptions that are fully described in the contract documents marked **Attachment "A"** consisting of two pages, attached hereto and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers.

3. Term of Contract:

The term of this contract shall be for twelve (12) months, commencing on January 1, 2013 and running through December 31, 2013.

4. Payment:

A. The consideration for the services to be performed by the **CONTRACTOR** shall be in the amount of **Six Thousand Five Hundred dollars** ($6,500.00).

B. The **CONTRACTOR** agrees that funds received from the **CITY** can be expended for only public purposes. The **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **CITY** detailing the receipts and expenditures of such funds. These detailed accounting records shall be made available at all reasonable times to any county, state or federal auditor, whose duties include auditing these funds.

5. **Independent Contractor Status:**

A. The parties intend the **CONTRACTOR** to be an independent **CONTRACTOR**, responsible for its own employer/employee benefits such as Workmen's Compensation, Social Security, Unemployment and Health and Welfare insurance. The parties agree that the **CONTRACTOR**'s personal labor is not the essence of this contract, that the **CONTRACTOR** will own and supply its own equipment necessary to perform the work and, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **CITY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted here and that it is a usual business of the **CONTRACTOR** to provide such services.

6. Insurance:

The **CONTRACTOR** agrees to save the **CITY** harmless from any liability that might otherwise attach to the **CITY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and resulting from the **CONTRACTOR**'s negligence.

7. **Governing Law:**

The parties agree that this contract shall be governed by the laws of the State of Washington, and that avenue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract shall be brought in Skamania County, Washington and that the prevailing party shall be entitled to all costs including reimbursement for reasonable attorney's fees.

8. Equal Employment Opportunity:

A. The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin.

B. The **CONTRACTOR** agrees to utilize minority-owned and women-owned businesses to the maximum extent possible in the servicing of this contract.

C. The **CONTRACTOR** shall not assign any interest in this contract and shall not transfer any interest in the same.

10. Default:

If the **CONTRACTOR** fails to fulfill in a timely manner any of the covenants of this agreement the **CITY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days notice in writing, of the **CITY**'s intent to terminate and the reasons for said termination.

11. Non-Defaulting Termination:

Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the **CITY** has caused this contract to be duly executed in its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

DATED this _____ day of _____, 2012.

ATTEST:

CITY OF NORTH BONNEVILLE	**SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL**
_____	_____
DON STEVENS **MAYOR**	**ROBERT WAYMIRE** **EXECUTIVE DIRECTOR**

ATTACHMENT "A"

SCOPE OF WORK
CITY OF NORTH BONNEVILLE
CONCRACT FOR ECONOMIC DEVELOPMENT SERVICES
2013

The EDC will perform the following activities to assist with economic development in the City of North Bonneville:

- Business recruitment and retention in North Bonneville that will contribute to the diversification of the local economy.

- Assist the Port of Skamania County in attracting lessees to the Port owned industrial buildings and properties located in the urban growth areas of North Bonneville while identifying and promoting additional industrial properties in Skamania County.

- Act as a liaison between the City of North Bonneville and state and federal agencies and programs that promote economic development through grants, loans and technical assistance.

- Operate and staff the Business Resource Center which provides business assistance to existing and potential business clients in Skamania County with various business needs (i.e.; resource materials, one-on-one counseling, computer and video access, state forms and referrals, business plan development, marketing strategies and loan packages).

- Assist businesses through our local representative from the Service Corps of Retired Executives (SCORE).

- Market and operate the micro-revolving loan fund program to assist new and existing businesses with small business financing.

- Administer the Scenic Area grant and loan program for the state of Washington giving local residents and businesses the opportunity to access these funds for business financing.

- Maintain a web site that allows links to the City of North Bonneville for prospective business clients and provides assistance to businesses.

- Support development of Cascades Business Park and the County owned industrial property through grant writing and project development assistance. SCEDC will continue to assist North Bonneville in projects identified as priorities through the Community Action Team (CAT) process.

- Provide general grant writing assistance to the City of North Bonneville.