

2017 CONTRACT FOR TECHNICAL SERVICES

Between

City of Ilwaco

and the

Pacific County Economic Development Council

THIS AGREEMENT is entered into this 14th day of November, 2016, the City of Ilwaco, hereinafter referred to as the "City", 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 City is undertaking certain activities necessary to promote economic growth and development; and

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

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

1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City 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 City 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 City 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 City's services area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2017, and terminate on the thirty-first of December, 2017. 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 City shall reimburse the EDC for the services as follows:

(a) The total contract price for the period specified in paragraph 2 shall be \$600.00.

- (b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.
- (c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City 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, 600 Washington Ave., Raymond, WA 98577 and the City of Ilwaco, P.O. Box 548, Ilwaco, WA 98624.
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. The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.
8. 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.
9. Integrated Document. This contract embodies the contract, terms and conditions between the City 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.

CITY OF ILWACO

PACIFIC COUNTY ECONOMIC
DEVELOPMENT COUNCIL

By: 
Mayor

By: _____
President

By: _____
Secretary