

CC: EDC Team
City of PT
Port of PT
PUD #1
And.
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Retain: 2029.

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

EDC TEAM JEFFERSON, JEFFERSON COUNTY, PORT OF PORT TOWNSEND, CITY OF PORT TOWNSEND, AND JEFFERSON COUNTY PUBLIC UTILITY DISTRICT #1

This Agreement for Economic Development Services ("this Agreement") is entered into between Jefferson County, having its principal offices at P.O. Box 1220, Port Townsend, WA 98368 ("County"), the Port of Port Townsend, having its principal offices at 2701 Jefferson Street, Port Townsend, WA 98368 ("Port"), the City of Port Townsend, having its principal offices at 250 Madison Street, Port Townsend, WA 98368 ("City"), Jefferson County Public Utility District No. 1, having its principal offices at 210 4 Corners Rd, Port Townsend, WA 98368 ("PUD"), and Economic Development Council of Jefferson County (UBI Number: 603 095 546), a 501(c)(6) tax exempt organization registered with Washington State as a non-profit corporation, having its principal offices at 2409 Jefferson Street, Suite A, Port Townsend, WA 98368 ("EDC Team Jefferson"), collectively "the Parties." The County, Port, City and PUD shall collectively be called "the government parties."

1. **TERM.** This Agreement shall commence upon execution by all parties (the "effective date"), covering the term of July 1, 2021 through June 30, 2023, unless amended and extended for a longer term pursuant to Section 8 or terminated earlier pursuant to Section 12.
2. **SCOPE OF SERVICES TO BE PERFORMED BY EDC TEAM JEFFERSON.** Consistent with total revenue and in-kind support, EDC Team Jefferson shall provide economic development services during the term of this Agreement as described in "ATTACHMENT 1: SCOPE OF SERVICES" is attached and is incorporated by reference.
3. **GOVERNANCE STRUCTURE.**
 - A. EDC Team Jefferson Board of Directors. EDC Team Jefferson shall amend its Bylaws and board structure within 60 days of the effective date, as follows:
 - The EDC Team Jefferson Board of Directors shall have at least 13 and up to 15 members, comprised of at least 9 business seats, and at least 4 government seats including one each for the County, Port, City and PUD. The parties agree that:
 - Each of the 4 government party seats shall be appointed by its respective legislative body;
 - The members of the EDC Team Jefferson Board appointed by the legislative body of a government party ("government board members") shall not be subject to any term limits that may otherwise be established by EDC Team Jefferson's Bylaws;
 - The 9 or more remaining seats of the EDC Team Jefferson Board shall be business seats appointed by the EDC Team Jefferson Board, consistent with EDC Team Jefferson's Bylaws.

- The EDC Team Jefferson Board shall appoint the 9 or more business seats to represent diverse business sectors or experience and skills to support the mission and success of EDC Team Jefferson.
 - By way of example, initial sectors on the EDC Team Jefferson Board might be drawn from, but not be limited to:
 - Marine Trades;
 - Technology;
 - Broadband/Information Technology;
 - Real estate development;
 - Entrepreneurs;
 - Healthcare;
 - Chamber of Commerce;
 - Non-profit organizations;
 - Agriculture; or,
 - Aquaculture.
 - In appointing the 9 or more business seats, the EDC Team Jefferson Board shall strive for geographic diversity, and shall have at least 2 seats from each Jefferson County Commissioner District filled by individuals whose residence or place of business is in that District.
 - The EDC Team Jefferson Board shall strive for racial and gender diversity in the makeup of the EDC Team Jefferson Board.
- B. Public Sector Cabinet. EDC Team Jefferson shall amend its Bylaws to formalize a Public Sector Cabinet, including the chief administrative officers of the government parties, plus the EDC Team Jefferson's Executive Director and Board President. The Public Sector Cabinet may be expanded to include other public sector entities, as may mutually be agreed by the parties.

The Public Sector Cabinet may:

- Help EDC Team Jefferson staff develop and modify work programs and economic development strategies;
- Help staff to project revenues and expenditures, and develop budget proposals;
- Make recommendations to the EDC Team Jefferson Board;

- Recommend metrics to track and report;
- Monitor the effectiveness of EDC Team Jefferson's economic development services;
- Monitor performance under this Agreement; or,
- Perform other functions as mutually agreed, or as requested by the EDC Team Jefferson Board.

EDC Team Jefferson shall provide the necessary personnel to staff the Public Sector Cabinet. The Public Sector Cabinet shall be chaired by the Jefferson County Administrator, or other government party's member of the Cabinet that the County Administrator may designate from time to time. Upon the request of any member of the Public Sector Cabinet, meeting of the Public Sector Cabinet should be convened within 10 business days, unless scheduling conflicts require more time.

4. METRICS, COMMUNICATION AND ACCOUNTABILITY. The parties agree on the need for improved performance and outcome metrics of EDC Team Jefferson's Associate Economic Development ("ADO") and economic development work, effective communications about EDC Team Jefferson's activities and metrics, and enhanced accountability so adjustments can be timely made to strengthen EDC Team Jefferson's economic development services.

A. Metrics. EDC Team Jefferson shall track and report on a variety of metrics including those that track EDC Team Jefferson's services and their effectiveness, and another set of metrics that track the health of Jefferson County's economy over time. Metrics shall be selected and periodically adjusted in consultation with the Public Sector Cabinet. By way of example, such metrics may include a number of the following:

- Metrics on EDC Team Jefferson Activities and Effectiveness, including but not limited to:
 - Metrics reported to the Washington State Department of Commerce;
 - List and outcomes of Business Retention and Expansion ("BRE") activities;
 - List and outcomes of Business Assistance activities;
 - List and outcomes of Community Readiness and Capacity Building activities;
 - List of Classes offered, attendance rates, feedback reports/rates;
 - Active Business Lead Report – see **"ATTACHMENT 3: EXAMPLE BUSINESS RECRUITMENT – ACTIVE BUSINESS LEAD REPORT"** as one illustration; and,
 - Surveys of business owners/managers regarding needed services by EDC Team Jefferson, and effectiveness of services provided;
- Metrics on the Health of Jefferson County's Economy, including but not limited to:

- Special studies of Jefferson County's overall economy, or of particular business sectors, as may be commissioned by EDC Team Jefferson or others;
 - An annual Economic Vitality Index report, if available;
 - State, federal, local, and industry association data on employment, unemployment rates, historical labor force, historical employment, historical unemployed and unemployment rate, residential and commercial building permit activity, per capita personal income, taxable retail sales by sector, median resale home price, housing affordability index, etc.; and,
 - In gathering this information, particular effort shall be made to track trends in family-wage jobs, economic disparities, structural impediments to economic development (such as housing affordability, availability of childcare, infrastructure, etc.) and how the community is doing in maintaining and improving its economy, community well-being, and environmental quality.
- B. Communication. EDC Team Jefferson shall periodically gather input as may be provided in its annual work program, and shall regularly report out its activities and the state of the economy as follows:
- On a quarterly basis, or more frequently, as may be determined in consultation with the Public Sector Cabinet, EDC Team Jefferson shall provide the County, Port, City and PUD with written reports on the metrics of EDC Team Jefferson's activities as determined above and the reports shall be available to the public on the EDC's web site within 5 business days after the date they are provided to the governments, or earlier;
 - EDC Team Jefferson shall provide the County, Port, City and PUD with copies of its semi-annual reports to Commerce, and post them on EDC's web site within 5 business days after the date they are provided to the governments, or earlier;
 - At least annually, EDC Team Jefferson shall present and discuss EDC Team Jefferson's past and coming years' work programs and performance metrics to the legislative bodies of the government parties, demonstrating to the public the return on investment;
 - Annually, or as requested by the Public Infrastructure Fund (PIF) Board, EDC Team Jefferson shall meet with the PIF Board Chair to present and discuss EDC Team Jefferson's past and coming years' work programs, performance metrics, and staffing (including identifying all staff financed in part with the PIF funds); and,
 - EDC Team Jefferson shall provide the Public Sector Cabinet with regular financial updates, and half-yearly financial reports, including a financial statement detailing actual versus budgeted revenues and expenses, and a staffing summary.

- C. **Accountability.** EDC Team Jefferson shall be accountable for the effectiveness of its economic development services. The metrics selected, coupled with their communication, both as described above, provide regular opportunities for the government parties, and others to give constructive feedback and to establish value for the economic investments made by the parties.

In addition, the Public Sector Cabinet shall conduct a Mid-term Check-up and Adjustment. At 9-months after the effective date, an evaluation shall be made with the Public Sector Cabinet of whether EDC Team Jefferson's economic development strategy and services are hitting the mark, whether staffing, structure, and budget are effective, and whether any adjustments need to be made before entering into year two of the ADO biennium.

If, despite EDC Team Jefferson's best efforts, the economic development services provided through this Agreement should prove unsatisfactory, Jefferson County retains the ability to consider designating another organization as the County's ADO.

5. **FINANCIAL SUPPORT.** The parties recognize that EDC Team Jefferson, as the ADO designated by the County to the Washington State Department of Commerce ("Commerce"), receives a limited amount of state funding under a contract with Commerce for ADO services in each year of the state's biennium. EDC Team Jefferson also receives Jefferson County Public Infrastructure Fund (PIF) funding to help finance personnel in economic development offices pursuant to RCW 82.14.370, pursues grants, and earns some revenue from class offerings and other activities. The parties recognize that together, these funding sources are not nearly sufficient to operate an economic development organization, nor to fund an effective economic development program in Jefferson County.

It is in the interests and missions of the government parties to fund targeted, proactive and effective economic development activities to support each government's missions and services, strengthen the economic base upon which the government party's' services rely, and enhance the welfare of all people and businesses in Jefferson County. In particular, by supporting economic development programs, the PUD recognizes the possible increase in the sale of electricity, increases in efficient use of electric services, as well as gains in the efficiency and economies of scale of the PUD's services in water, wastewater and broadband. Accordingly, the parties agree local government financial support shall be provided as follows:

- A. **Initial Funding – July 1 – December 31, 2021.** For the period of July 1 through December 31, 2021 the government parties shall provide funding to EDC Team Jefferson for economic development services under this Agreement as follows:

- County: \$25,000
- Port: \$15,000
- City: \$15,000
- PUD: \$15,000

The government parties shall pay these amounts in full to EDC Team Jefferson no later than September 1, 2021.

No later than July 30, 2021, the County shall provide an additional \$8,000 as a one-time supplement to fund expanded offices for EDC Team Jefferson, so that EDC Team Jefferson may grow as an organization as necessary to help businesses and the community to recover economically from the COVID-19 pandemic.

- B. Funding for January 1, 2022 through December 31, 2022; and for January 1, 2023 through June 30, 2023. For the 12-month period of January 1 through December 31, 2022 the government parties shall provide funding to EDC Team Jefferson for economic development services under this Agreement as follows:

- County: \$50,000
- Port: \$30,000
- City: \$30,000
- PUD: \$30,000

For the 6-month period of January 1, 2023 through June 30, 2023 the parties agree the government parties shall provide funding to EDC Team Jefferson for economic development services under this Agreement as follows:

- County: \$25,750
- Port: \$15,450
- City: \$15,450
- PUD: \$15,450

- C. Funding by Other Local Public Entities. Additional local public entities, such as Jefferson Healthcare and others, may also provide financial support for EDC Team Jefferson and its economic development activities. This may be done by separate agreement of the additional local public entity with EDC Team Jefferson, or by negotiating the terms of a written amendment to this Agreement, executed by all of the parties.
- D. Additional Funding Permitted by Local Public Entities. Nothing in this Agreement shall prevent any local public entities from offering to support the work of EDC Team Jefferson with an amount of funding greater than the amounts above, either as a one-time supplement, or as part of on-going funding, and the parties agree to amend this Agreement to reflect such increase.
- E. Funding Payment Schedule. Except as otherwise provided above, each government party shall pay their respective funding amounts to EDC Team Jefferson in equal one-quarter installments, with any First Quarter payment due no later than January 31, any Second

Quarter payment due no later than April 30, any Third Quarter payment due no later than July 31, and any Fourth Quarter payment due no later than October 31 of that year.

- F. All Payments Are Contingent on EDC Team Jefferson's Providing Required Reports. All payments by the government parties shall be contingent on EDC Team Jefferson being current in providing the government parties with all written reports that may be required and due pursuant to Section 4, and payment to EDC Team Jefferson may be withheld if any required written report from EDC Team Jefferson is outstanding.

6. **PROJECTED BUDGET AND STAFFING PLAN.** By October 31 of each year, EDC staff shall coordinate with the Public Sector Cabinet to propose a budget and staffing for the following calendar year for subsequent consideration and adoption by EDC Team Jefferson's Board of Directors.

"ATTACHMENT 2 Projected Budget and Staffing Plan" outlines a budget of revenues and expenditures the parties desire to meet or exceed, in order to provide the economic development services, the parties wish to see provided as described in Section 2 and ATTACHMENT 1. ATTACHMENT 2 also describes an initial staffing plan the parties desire to achieve to carry out the work. Necessarily, EDC Team Jefferson's actual yearly budget and staffing must reflect the annual revenues committed by the government parties, Commerce and other funding sources, as described in Section 5, in order to maintain a balanced budget.

7. **AGREEMENT REPRESENTATIVES.** As of the time of executing this Agreement, the parties' representatives for administering this Agreement are:

EDC Team Jefferson

Ben Bauermeister, President
2409 Jefferson Street, Suite A, Port Townsend, WA 98368
ben@bauermeister.com
(206) 226-3280

Jefferson County

Mark McCauley, Interim County Administrator
P.O. Box 1220, Port Townsend, WA 98368
MMcCauley@co.jefferson.wa.us
(360) 385-9130

Port of Port Townsend

Eron Berg, Director
P.O. Box 1180, Port Townsend, WA 98368
Eron@portofpt.com
(360) 379-4969

City of Port Townsend

John Mauro, City Manager
250 Madison Street, Port Townsend, WA 98368
JMauro@cityofpt.us
(360) 379-5043

Jefferson County PUD No. 1

Kevin Streett, General Manager
310 - 4 Corners Rd, Port Townsend, WA 98368
kstreett@jeffpud.org
(360) 385-8360

A party may change their representative for administering this Agreement at any time, simply by notifying all the other parties in writing.

- 8. AMENDMENTS.** This Agreement may be amended at any time only by written amendment, approved and executed by the governing bodies of all parties.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. Under this Agreement, the government parties are providing funding to EDC Team Jefferson that supports EDC Team Jefferson's own economic development mission as an Associate Development Organization, and do not assume any liability for EDC Team Jefferson's work. EDC Team Jefferson shall hold harmless, indemnify and defend the government parties, their officers, officials, employees, volunteers and other agents (and their marital communities) , from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of EDC Team Jefferson's acts, errors or omissions in the performance of this Agreement.
- B. EDC Team Jefferson's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by EDC Team Jefferson, its employees, agents or subcontractors.
- C. The requirements in this section shall survive termination of this Agreement.

10. INSURANCE

A. EDC Team Jefferson shall obtain and keep in force during the terms of this Agreement, policies of insurance as follows:

- 1) Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington.
- 2) Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence with each of the government parties named as additional insureds in connection with EDC Team Jefferson's performance of this Agreement.
- 3) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in this Agreement specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;
 - c. Broad Form Contractual/Commercial Liability – including completed operations;
 - d. Premises – Operations Liability (M&C);
 - e. Independent Contractors and subcontractors; and,
 - f. Blanket Contractual Liability.

B. Miscellaneous Insurance Provisions.

- 1) Such insurance coverage shall be evidenced by one of the following methods:
 - Certificate of Insurance; or,
 - Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- 2) Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of the effective date.
- 3) Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the parties. At the option of the County, EDC Team Jefferson's insurer shall reduce or eliminate deductibles or self-

insured retention or EDC Team Jefferson shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 4) EDC Team Jefferson shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the insurance requirements stated in this Agreement.
- 5) Failure of EDC Team Jefferson to take out and/or maintain any required insurance shall not relieve EDC Team Jefferson from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.
- 6) It is agreed by the parties that insurers shall have no right of recovery or subrogation against the government parties (including their employees, volunteers, and other agents and agencies [and their marital communities]), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the government parties (including their employees, volunteers, and other agents and agencies[and their marital communities]) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of EDC Team Jefferson.
- 7) It is agreed by the parties that judgments for which any of the government parties may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to EDC Team Jefferson until such time as EDC Team Jefferson shall furnish additional security covering such judgment as may be determined by the County.
- 8) The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- 9) Any coverage for third party liability claims provided to the any government party by a "Risk Pool" created pursuant to Ch. 48.62 RCW or by a private insurer shall be non-contributory with respect to any policy of insurance EDC Team Jefferson must provide in order to comply with this Agreement.
- 10) If the proof of insurance or certificate indicating a government party is an "additional insured" to a policy obtained by EDC Team Jefferson refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of EDC Team Jefferson to obtain the full text of that endorsement and forward that full text to the County.

- 11) The government parties may, upon EDC Team Jefferson's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to EDC Team Jefferson.

11. DISPUTES. Differences, disputes and disagreements between EDC Team Jefferson and the government parties arising under or out of this Agreement shall be brought to the attention of the Public Sector Cabinet at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due EDC Team Jefferson shall be decided by the consensus of the government members of the Public Sector Cabinet. All rulings, orders, instructions and decisions by the government members of the Public Sector Cabinet shall be final and conclusive.

12. TERMINATION

- A. If all four government parties to this Agreement collectively determine that EDC Team Jefferson has breached any of its obligations under this Agreement, they shall notify EDC Team Jefferson in writing of the breach, and provide EDC Team Jefferson 30 days to cure the breach or to submit a plan and timeline acceptable to a majority of the government parties to cure the breach. If EDC Team Jefferson fails to cure the breach within 30 days of written notice to do so, or within the timeframe of a plan and timeline that was accepted by a majority of the government parties, the government parties may terminate this Agreement. In the event of a termination under this paragraph, each government party's financial support described in Section 5 shall be prorated to the effective date of the termination, and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. No costs incurred after the effective date of the termination shall be paid. Within 30 days after the effective date of the termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds to the government parties, proportionate to the financial support that each provided.
- B. If EDC Team Jefferson's designation as Associate Development Organization is terminated, the parties may immediately terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision shall be effective upon the date specified in the written notice of ADO designation termination sent by County to EDC Team Jefferson. Within 30 days after the effective date of the termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds to the government parties, proportionate to the financial support that each provided.
- C. Any party may terminate their participation in this Agreement at its sole discretion upon giving the other parties at least 180 days' written notice. In the event of a termination under this paragraph by a government party, that party's financial support described in Section 5 shall be prorated to the effective date of that party's termination, and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. Within 30 days after the effective date of a government party's termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any

remaining funds contributed by that party, proportionate to the financial support that party contributed. In the event of a termination under this paragraph by EDC Team Jefferson, all government parties' financial support described in Section 5 shall be prorated to the effective date of EDC Team Jefferson's termination and the prorated amount paid to EDC Team Jefferson by the date established in Section 5 of this Agreement. No costs incurred after the effective date of the termination shall be paid. Within 30 days after the effective date of EDC Team Jefferson's termination, EDC Team Jefferson shall account for all revenues and expenditures, and return any remaining funds contributed by the government parties to the government parties, proportionate to the financial support that each government party provided.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. EDC Team Jefferson shall perform under this Agreement using only its bona fide employees, Board members, volunteers, or agents, and the obligations and duties of EDC Team Jefferson under this Agreement shall not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the other parties to this Agreement.
- B. EDC Team Jefferson warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for EDC Team Jefferson, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

14. INDEPENDENT CONTRACTOR

- A. EDC Team Jefferson's services shall be furnished by EDC Team Jefferson as an independent contractor and not as an agent, an employee or a servant of any of the government parties.
- B. EDC Team Jefferson specifically has the right to direct and control EDC Team Jefferson's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- C. EDC Team Jefferson shall perform all the services required by this Agreement.
- D. No subcontractor, employee, agent or representative of EDC Team Jefferson will be or be deemed to be, or act or purport to act, as an employee, agent or representative of any of the government parties.
- E. EDC Team Jefferson shall file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered under this Agreement.
- F. Should any governmental agency audit any of the files and request information on any party, every other party agrees to furnish immediately the requesting party with any records, including tax returns, relating to the services rendered under this Agreement.

G. EDC Team Jefferson acknowledges that the entire compensation for this Agreement is set forth in the compensation provisions of this Agreement and no employee or volunteer of EDC Team Jefferson is entitled to any benefits from any government party, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County, Port, City or PUD employees.

H. EDC Team Jefferson shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of EDC Team Jefferson shall be or be deemed to be, or act or purport to act, as an employee, agent or representative of any of the government parties.

15. NONDISCRIMINATION. EDC Team Jefferson, its assignees, delegates or subcontractors shall not discriminate against any person in performance of services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

16. PATENT/COPYRIGHT INFRINGEMENT. EDC Team Jefferson shall hold harmless, indemnify and defend all of the government parties, their officers, officials, employees, volunteers, and other agents (and their marital communities), from and against any claimed action, cause or demand brought against any of the government parties, where such action is based on the claim that information supplied by EDC Team Jefferson or subcontractor infringes any patent or copyright. EDC Team Jefferson shall be notified promptly in writing by any government party whose risk manager has received notice of any such claim.

17. CONFIDENTIALITY

A. EDC Team Jefferson may possess and communicate to members of the EDC Team Jefferson Board and the Public Sector Cabinet confidential proprietary information from individual businesses that EDC Team Jefferson is assisting. Confidentiality of such information shall be maintained by all EDC Team Jefferson Board members and staff as well as by Public Sector Cabinet members. In addition, government members of the Board and Public Sector Cabinet shall avoid creating or possessing public records containing such confidential information that could potentially become subject to disclosure under Washington State's Public Records Act.

B. The government parties are subject to Ch. 42.56 RCW, the Public Records Act, which requires disclosure of non-exempt documents and records possessed by local governments to a person or entity that requests such documents or records.

18. CHOICE OF LAW, JURISDICTION AND VENUE

- A. It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- B. Should any party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs.
- C. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

19. MISCELLANEOUS

- A. **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. No term or provision of this Agreement will be considered waived by any party, and no breach excused by any party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- B. **Tax Payments.** EDC Team Jefferson shall pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of EDC Team Jefferson or are otherwise mandated by Title 26 U.S.C.
- C. **Personnel Removal Upon Request by the Public Sector Cabinet.** EDC Team Jefferson agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under this Agreement upon receipt of a written request by the Public Sector Cabinet.
- D. **Legal Compliance.** EDC Team Jefferson and its subcontractors, employees, agents and representatives shall comply with all applicable federal, state and local laws, rules and regulations in their performance under this Agreement.
- E. **Records Inspection and Retention.** The government parties may, at reasonable times, inspect the books and records of EDC Team Jefferson relating to the performance of this Agreement. EDC Team Jefferson shall retain for audit purposes all Agreement-related records for at least six years after termination of this Agreement.

- F. **Binding on Successors and Assigns.** The government parties, to the extent permitted by law, and EDC Team Jefferson each bind themselves, their partners, successors, executors, administrators and assigns to the other parties to this Agreement and to the partners, successors, administrators and assigns of such other party in respect to all covenants to this Agreement.
- G. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement conflicts with any statutory provision of the State of Washington, the provision shall be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- H. **Entire Agreement.** The parties acknowledge that this Agreement and its attachments is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- I. **Notices.** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the representatives provision of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
- J. **Modification of this Agreement Must Be in Writing.** This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the parties.
- K. **Signature in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- L. **Facsimile and Electronic Signatures.** The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- M. **Arms-Length Negotiations.** The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
- N. **Public Records Act.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required

to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), EDC Team Jefferson agrees to maintain all records constituting public records and to produce or assist the government parties in producing such records, within the time frames and parameters set forth in state law. ECD Team Jefferson also agrees that upon receipt of any written public record request potentially applicable to any government party, the it shall, within two business days, notify the government party by providing a copy of the request per the notice provisions of this Agreement.


(SIGNATURES FOLLOW ON NEXT PAGE)

Executed as duly authorized by the governing body of each party, dated this 14 day of JUNE, 2021.

ECONOMIC DEVELOPMENT COUNCIL OF JEFFERSON COUNTY ("EDC TEAM JEFFERSON")

 01/15/2021
Ben Bauermeister, Board President Date


PORT OF PORT TOWNSEND



Eron Berg, Executive Director

6/13/21
Date

Approved as to form only:



Port Attorney

6/15/21
Date

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**



Kate Dean, Chair

6/14/21
Date


Attest:



Carolyn Gallaway
Clerk of the Board

6/14/21
Date


Approved as to form only:



Philip Hunsucker
Chief Civil Deputy Prosecuting Attorney

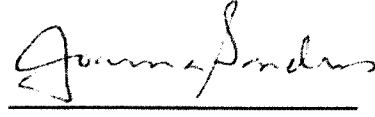
6/10/2021
Date

CITY OF PORT TOWNSEND


John Mauro, City Manager

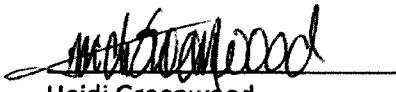
6.22.21
Date

Attest:


Joanna Sanders
City Clerk

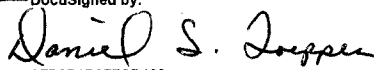
6/22/21
Date

Approved as to form only:


Heidi Greenwood
City Attorney

6/22/2021
Date

**JEFFERSON COUNTY PUBLIC UTILITY
DISTRICT NO. 1**

DocuSigned by:

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Dan Toepper, Chair

8/5/2021
Date

Approved as to form only:

DocuSigned by:

E3E0F54520EF4B2...
Joel Paisner
Ascent Law Partners

8/5/2021
Date

ATTACHMENT 1 – SCOPE OF WORK

PHASES:

During the 2021-2023 State Biennium, and consistent with total revenue and in-kind support from the Washington State Department of Commerce ("Commerce"), Jefferson County including its Public Infrastructure Fund, the Port of Port Townsend ("Port"), Jefferson County PUD No. 1 ("PUD"), the City of Port Townsend ("City") (collectively "the government parties"), and other sources, EDC Team Jefferson shall provide services in Phases as shown and described below:

Phase Activities	2021							2022				2023	
	June	July	Aug	Sept	Oct	Nov	Dec.	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
2021 <ul style="list-style-type: none"> Execute Multi-party Agreement 1. Launch EDC Team Jefferson 2.0: move, hire, appoint EDC Board, Business Outreach, & Initiate Existing Conditions Report 2. Existing Condition Report; EDC & ICG Develop & Adopt Economic Development Framework (EDF) • 2021 Operations of EDC 2.0, Alignment with Economic Development Framework 													
2022 <ul style="list-style-type: none"> 3. PS Cabinet Develops 2022 Budget & Work Program Implementing EDF, EDC Board Adopts WP 4. Mid-term Check-up & Adjustments • 2022 Operations of EDC 2.0 - Implement 2022 Work Program 													
2023 <ul style="list-style-type: none"> 5. PS Cabinet Develops 2023 Budget & Work Program, EDC Board Adopts WP • 2023 Operations of EDC 2.0 - Implement 2023 Work Program 6. County Consults, Selects ADO for the Next Biennium 													

To create the vital and proactive economic development office that is desired in Jefferson County, an enhanced organization shall be built and housed. Input shall be gathered from the County's public agencies and economic stake holders to produce a well-supported and actionable economic development work program. Throughout all phases, EDC Team Jefferson shall continue to perform basic economic development services consistent with its designation and contract as Associate Development Organization with the Commerce.

Phase One: Launch EDC Team Jefferson 2.0 (3 months, July 1 – September 30)

- **Relocate:** EDC Team Jefferson and the Port shall negotiate and execute a lease relocating EDC Team Jefferson to the Port's Nomura Building, which offers more space/lower cost & close proximity to the Port offices for stronger synergy between the two organizations.
- **Hire:** EDC Team Jefferson shall conduct a search for at least 2 open positions, including an Executive Director, as further described in ATTACHMENT 2.
- **Restructure:** EDC Team Jefferson shall revise its bylaws, coordinate with the legislative bodies of the government parties to add government representatives to the EDC Team Jefferson's Board, and appoint or reappoint nine up to eleven business seats to the EDC Team Jefferson's Board, all as described in Section 3 , and shall update its committees as appropriate.
- **Business Outreach:** EDC Team Jefferson shall solicit input from for-profit and non-profit businesses in Jefferson County regarding what should be its economic development priorities, and on EDC Team Jefferson's work program and services to best support businesses and the region's overall economic development. Outreach

should be through a variety of means, including email, a website questionnaire, and direct interviews with a smaller number of pillar businesses.

- **Initiate Existing Conditions Report:** In coordination with the Port and the other public sector partners, EDC Team Jefferson shall attempt to obtain grant funding or in-kind support to hire an economic consultant to conduct an Existing Conditions Report characterizing the different economies and business sectors of Jefferson County.

Phase Two: Existing Conditions Report & Economic Development Framework (4 months, July 1 – October 31)

- **Finalize Existing Conditions Report:** If grant funding in Phase One allows hiring of a consultant, EDC Team Jefferson shall coordinate with the government parties to support the work of the consultant and to finalize the Existing Conditions Report, and share it with the Intergovernmental Collaborative Group and others.
- **Collaborate on an Economic Development Framework:** EDC Team Jefferson shall collaborate with the Public Sector Cabinet as they prepare a draft Economic Development Framework. The Existing Conditions Report and the results of EDC Team Jefferson's Business Outreach from Phase One of this Scope of Work shall be shared with the administrators to further inform the drafting of the Framework. The Economic Development Framework shall be presented to the Intergovernmental Collaborative Group and the EDC Team Jefferson Board for review and adoption.

Phase Three: 2022 Budget and Work Program (3 months, September 1 – November 30, 2021)

- **Collaborate with Public Sector Cabinet to Develop 2022 Budget & Work Program:** EDC Team Jefferson shall collaborate with the Public Sector Cabinet to determine 2022 funding levels by the local governments, as well as from other sources, and develop a 2022 budget of revenues and expenditures. On a parallel track, EDC Team Jefferson shall collaborate with the Public Sector Cabinet to develop a work program that aligns with the Economic Development Framework, input from the Business Outreach from Phase One, and with what is realistically within its capacity given 2022 funding levels and resources.
- **Collaborate with Public Sector Cabinet to Finalize Metrics & Communications Plan:** EDC Team Jefferson shall collaborate with the Public Sector Cabinet to select metrics on EDC Team Jefferson activities and effectiveness and on the health of Jefferson County's economy consistent with Section 4. Similarly, EDC Team Jefferson shall collaborate with the Public Sector Cabinet to develop a plan for communicating to the local government parties to this Agreement, the business community and other stake holders consistent with Section 4.
- **Review and Adoption of Budget, Work Program, Metrics & Communications Plan:** The EDC Team Jefferson Board shall review and adopt the final Budget, Work Program, Metrics and Communications Plan. Upon adoption, EDC Team Jefferson shall immediately begin implementation, continuing through December 31, 2022.

Phase Four: Review / Mid-term Check-up and Adjustment (May, 2022)

Consistent with Section 4, the Public Sector Cabinet shall conduct a Mid-term Check-up and Adjustment at the initial 9-month mark. This shall consist of an evaluation of whether EDC Team Jefferson's economic development strategy and services are well directed and effective, whether staffing, structure, and budget are effective, and whether any adjustments need to be made before entering into year two of the ADO biennium.

Phase Five: 2023 Budget and Work Program

(3 months, September 1 – November 30, 2022)

- **Meet and Confer About Extending This Agreement:** The parties desire to see the work of EDC Team Jefferson, the economic development services it provides, and this Agreement all be successful, and to merit their continuation. To that end, the parties shall meet and confer no later than September 30, 2022 on whether this Agreement shall be amended to extend its term beyond June 30, 2023. That determination shall inform the Public Sector Cabinet on whether it is developing a 6- or 12-month budget and work program for 2023.
- **Collaborate with Public Sector Cabinet to Develop 2023 Budget & Work Program: Implementing EDF:** EDC Team Jefferson shall collaborate with the Public Sector Cabinet to determine 2023 funding levels by the local governments, as well as from other sources, and develop a 2023 budget of revenues and expenditures. On a parallel track, EDC Team Jefferson shall collaborate with the Public Sector Cabinet to develop a work program that aligns with the Economic Development Framework, the results of the Mid-Term Check-up and other input, and with what is realistically within its capacity given 2023 funding levels and resources.
- **Collaborate with Public Sector Cabinet to Refine Metrics & Communications Plan:** EDC Team Jefferson shall collaborate with the Public Sector Cabinet to refine metrics on EDC Team Jefferson activities and effectiveness and on the health of Jefferson County's economy consistent with Section 4. Similarly, EDC Team Jefferson shall collaborate with the Public Sector Cabinet to refine a plan for communicating to the local government parties to this Agreement, the business community and other stake holders consistent with Section 4.
- **Review and Adoption of Budget, Work Program, Metrics & Communications Plan:** The EDC Team Jefferson Board shall review and adopt the final Budget, Work Program, Metrics and Communications Plan. Upon adoption, EDC Team Jefferson shall immediately begin implementation, continuing through June 30, 2023 (or December 31, 2023 if the parties amend this Agreement to extend its term).

WORK PROGRAM ELEMENTS:

As EDC Team Jefferson performs economic development services and collaborates with the Public Sector Cabinet to develop a work program for each year, it shall design them to be consistent with and help implement the adopted Economic Development Framework (and any successor framework or economic development strategy), to address emerging needs, and shall scale the services and work plan to fit realistically within the revenues and in-kind supports that power EDC Team Jefferson's work.

Guided by the considerations in the paragraph above, EDC Team Jefferson shall include or strive to include as many of the following elements in its scope of work as possible:

- A. **Activities required by RCW 43.330.080 and by the Washington State Department of Commerce.** EDC Team Jefferson shall include the activities required by law and per the State's contract with EDC Team Jefferson as a designated Associate Development Organization, such as Business Retention and Expansion ("BRE") meetings, for example.
- B. **Administer Potential COVID stimulus grants** to local businesses. If federal, state or local government grants or loans to businesses get directed through EDC Team Jefferson, EDC Team Jefferson shall include administration of the grants or loans in its work program.
- C. **Business Service Target Areas:** EDC Team Jefferson's work plan should include directed efforts and measures for each of the following business service areas:
 - **Entrepreneurs and Start-ups;**
 - **Retaining & Expanding Existing Businesses;**
 - **Business Recruitment, Marketing & Advertising;** and,
 - **Assistance to Businesses Relocating** to Jefferson County.
- D. **Business Classes:** Coordinate with the Chamber, CIE, and others, on an expanded portfolio of class offerings among the different organizations, to serve a variety of local business needs and opportunities.
- E. **Economic Development Resources and Data Access:** Coordinate with local libraries and other organizations to provide easy access to business information resources and current local business economic data.
- F. **Proactive Services.** Add proactive services in addition to existing on-demand services consistent with the Economic Development Framework, such as (but not limited to):
 - **Pursue opportunities to actively attract or incubate businesses** in existing buildings or on developable land;
 - **Convene, encourage and support partners to pursue developing sites and associated infrastructure** to promote economic development;
 - **Identify growth impediments and growth opportunities** within different business sectors, and help find solutions;

- Proactively contact retiring or closing businesses to **help find new owners**;
- Convene related businesses to **improve local supply chains**;
- **Promote value-added processing** of local products;
- **Recommend actions that public agencies can take** to support economic development;
- **Administer & seek to expand the Local Investing Opportunities Network (LION)**, work to provide access and **expand other financing options** through banks, CRAFT 3, and others;
- **Develop & implement plans to expand business infrastructure, supports & services**;
- **Create a network with other partners** - catalyze an economic development network of organizations working in coordination with each other to foster economic development in Jefferson County; and,
- **Economic development advocacy** to local, state and federal governments.

ATTACHMENT 2: PROJECTED BUDGET AND STAFFING PLAN

A projected budget and staffing plan are outlined below.

PROJECTED BUDGET

The tables below represent a preliminary estimate of what it shall take to create a full year's operating budget to fulfill the plan for an enhanced economic development organization and scope of work, as outlined in ATTACHMENT 1. The total revenues and expenditures are targets that the parties to this Agreement aspire to achieve or exceed to successfully accomplish their mutual economic development goals.

Actual EDC Team Jefferson revenues and expenditures for the second half of 2021, and for 2022 are yet to be determined, and shall depend on the willingness and ability of local governments and other funding sources to support economic development in Jefferson County by funding EDC Team Jefferson. EDC Team Jefferson's final budget for each year shall be drafted to reflect the organization's actual revenues and costs and to maintain a balanced budget.

TABLE 1: BUDGET AT A GLANCE

	Jul '21 - Dec '21 6 Months	Jan '22 - Dec '22 12 Months	Jan '23 - Jun '23 6 Months
Estimated Beginning Cash Balance	65,000	66,682	40,752
Estimated Income	158,523	314,000	160,150
Total Expense	156,840	339,930	174,128
est. ENDING CASH BALANCE	66,682	40,752	26,774

TABLE 2: INCOME DETAILS

INCOME	Jul '21 - Dec '21 6 Months	Jan '22 - Dec '22 12 Months	Jan '23 - Jun '23 6 Months
est. Business Classes Tuition	4,500	9,000	4,500
est. Grants	10,000	20,000	10,000
est. Dept. of Commerce	37,500	75,000	37,500
est. Jefferson PIF (currently exp. 12/31/2021)	26,523	50,000	25,750
est. Jefferson County	25,000	50,000	25,750
est. Port of Port Townsend	15,000	30,000	15,450
est. City of Port Townsend	15,000	30,000	15,450
est. PUD	15,000	30,000	15,450
est. other org.s (JHC, etc.)	10,000	20,000	10,300
Estimated Income	158,523	314,000	160,150

TABLE 3: EXPENDITURE DETAILS

EXPENDITURES	Jul '21 - Dec '21 6 Months	Jan '22 - Dec '22 12 Months	Jan '23 - Jun '23 6 Months
Advertising & Marketing	2,500	5,000	2,500
Bank Charges	125	250	125
Business Classes			0
Rebate - focusPLAN	75	150	75
Facility Rental - Lean	100	200	100
Materials - focusPLAN	400	800	400
Materials - Lean	250	500	250
Instructors - Lean	100	200	100
Instructors - bizIQ	0	0	0
Instructors - focusPLAN	4,000	8,000	4,000
Total Business Classes	4,925	9,850	4,925
Continuing Education	500	1,000	500
Legal & Professional Fees			
Bookkeeping and Accounting	1,225	2,450	1,262
Legal & Professional Fees - Other	600	1,200	618
Total Legal & Professional Fees	1,825	3,650	1,880
Meals and Entertainment	750	1,500	750
Office Expenses			
Dues & Subscriptions	750	1,500	750
Furniture, Fixtures & Equipment	500	1,000	500
Insurance	1,200	2,400	1,236
Postage	50	100	50
Software	390	780	390
Supplies & Printing	850	1,700	850
Office Expenses - Other	0	0	0
Total Office Expenses	3,740	7,480	3,776
Payroll Expenses			
Wages			
Recruiting	10,000	0	0
Executive Director	36,667	110,000	56,650
Business Services Director	35,000	70,000	36,050
Administrative Assistant	16,667	40,000	20,600
Total Wages	98,333	220,000	113,300
Payroll Taxes	12,292	27,500	14,163
Health Insurance	7,200	14,400	7,560
Total Payroll Expenses	117,825	261,900	135,023
Programs			
Community Lean Resource	5,000	10,000	5,000
LION	400	800	400
North Olympic Legislative Alliance	6,000	12,000	6,000
SBDC Advisor	3,750	7,500	3,750
Total Programs	15,150	30,300	15,150
Rent	5,000	10,000	5,000
Repairs & Maintenance	500	1,000	500
Travel	1,000	2,000	1,000
Utilities			
Electricity	1,200	2,400	1,200
Telephone	600	1,200	600
Internet	600	1,200	600
Water & Sewer	600	1,200	600
Total Utilities	3,000	6,000	3,000
Uncategorized Expense	0	0	0
Total Expense	156,840	339,930	174,128

STAFFING PLAN – 2021 & 2022

In 2020 and the first half of 2021, EDC Team Jefferson has had a staff of one Executive Director, with no administrative support. Under this Agreement and with adequate funding, EDC Team Jefferson staffing in 2021 and 2022 is estimated to expand as follows:

Position	Est. # FTEs	Est. Salary (annual)	Est. Taxes & Benefits	Est. Total (annual)
Executive Director	1	\$110,000		
Business Services Director	1	\$ 70,000		
Administrative Assistant	1	\$ 40,000		
Total	3	\$220,000	\$ 41,900	\$261,900

Upon execution of this Agreement, the EDC Team Jefferson President shall coordinate with the Public Sector Cabinet on the hiring plan, job description, recruitment and evaluation of candidates for Executive Director. Approval by Public Sector Cabinet is required prior to presenting a hiring recommendation to the EDC Team Jefferson Board of Directors for approval. The EDC Team Jefferson President shall also similarly coordinate with the administrators in any subsequent recruitments for Executive Director.

ATTACHMENT 3: EXAMPLE BUSINESS RECRUITMENT – ACTIVE BUSINESS LEAD REPORT

BUSINESS RECRUITMENT - ACTIVE BUSINESS LEAD REPORT						
#	Date	Lead Source	Type of Business	Criteria	Benefits	Status
1	Mar-15	Private	Project Currie Food Processor Simplot	160 acres Large water, gas & electric Dodd Road Industrial Area	300 FTE Private Investment \$500M Wages & Benefits Excellent \$20 to \$40 per hour	Several Site Visits & Meetings Possible 2022 Project Market Dependent
2	Aug-17	Private	Project Heartland Cold Storage Warehouse	50 acres Dodd Road Industrial Park Near Project Currie	70 FTE Private Investment \$75M	Site Proposal submitted August 2017 Project dependent on Project Currie
3	Oct-17	Private	Project George Commercial Greenhouse	120-160 Acres Walla Walla Gap Business Park Large Water, Electrical & Gas	300-350 FTE Private Investment \$110M	Site Proposal submitted Oct 2017 Several Site Visits 2017 & 2018 Possible 2022 Project
4	Dec-17	Private	Project Wilbur Warehouse Distribution Wilbur Ellis	6K SQFT Building Walla Walla Regional Airport	2-4 FTE with benefits Private Investment Unknown	Proposal submitted Dec 2017 Several Site Visit in 2018 & 2019 Project on hold
5	Apr-18	Private	Project JD Heavy Truck Maintenance	1-2 Acres Burbank Business Park	5-8 FTE Private Investment Unknown Relocation from Tri-Cities	Site Proposal submitted April 2018 Several Site Visits Possible 2022 Project
6	Aug-18	Private	Project KWS-Phase 3 Warehouse Distribution	100-250K SQFT Building Dodd Road Industrial Park	20+ FTE with benefits Private Investment \$4 to \$8M	Information provided August 2018 Possible 2021 or 2022 Project Market Dependent
7	Oct-18	Private	Project Malt Food Processing - Malting Mainstem Malt, SPC	Walla Walla Area	5-30+ new FTE with benefits Private Investment \$1.5-\$3M	No Current Updates
8	Feb-19	Private	Project Harris Metal Fabrication	Burbank Industrial Park Port Build to Suit 3-4K SQFT Building	8 new FTE with benefits Investment \$1M	Proposal submitted February 2019 Reviewing Port's BTS Information 1st project was in Idaho WA Project possible in 2022
9	May-19	Private	Project Ice Distribution Location Road Maintenance Supplies	10+ Acres Dodd Road Industrial Park Walla Walla Gap Business Park UPRR Rail Siding a must	3-5 new FTE with benefits Private Investment \$2-3M	Site Proposal submitted May 2019 Several Site Visits - 2019 & 2020 No Current Updates
10	Jun-19	Private	Project CA Controlled Atmosphere Warehouse	5-10 Acres Burbank Business Park	10 new FTE with benefits Private Investment \$7M	Site Proposal submitted June 2019 Site Visit conducted in June 2019 Possible 2022 Project
Project Completed		New or Re-Activated Business Lead		Still Active Business Lead	Business Lead Cold or on Hold	Business Lead Closed

Source: Port of Walla Walla

BUSINESS RECRUITMENT - ACTIVE BUSINESS LEAD REPORT						
#	Date	Lead Source	Type of Business	Criteria	Benefits	Status
11	Jul-19	Private	Project GWM Food Processor	40 Acres Dodd Road Industrial Park Wallula Gap Business Park	30 new FTE with benefits Private Investment \$100M	Site Proposal submitted July 2019 Site Visit conducted in July 2019 Submitted additional information Project on Hold
12	Aug-19	Private	Project Sherman Uniform Service Company	5 acres Burbank Business Park 40-50K SQFT Building	40-45 FTE with benefits Private Investment unknown	Site Proposal submitted Aug 2019 Conducted Site Visit - Aug 2019 Possible 2022 Project
13	Nov-19	Private	Project DG Retail Business Operation Dollar General Store	1 Acre - 10K SQFT Building Burbank Business Park	5-10 FTE with benefits Private Investment \$1.5M	Executed PSA with Port - March 2020 Currently in County review process Construction started March 2021 Store Opening August 2021
14	Dec-19	DOC-Site Selector	Project Emerald Metals Processing Facility	Minimum 250 acres Wallula Gap Business Park Large Electrical, Gas & Water	800-1250 new FTE w/ benefits Private Investment \$3.1B	Site Proposal submitted Dec 2019 Reviewing Information Performing Due Diligence
15	Jan-20	Private	Project Five MFG Machining	25K SQFT MFG Building Isaacs Building Walla Walla	FTE Unknown Private Investment Unknown	Proposal submitted Jan 2020 Conducted Site Visit - Jan 2020 No Current Updates
16	Mar-20	Private	Project SMK Metal Fabrication Relocation Project	6.0 Acre - 30K SQFT Building Burbank Business Park	50-130 FTE with benefits Private Investment \$5M	Conducted Several Site Visits Performing Due Diligence Port Purchase & Sale Agreement 3-21
17	Apr-20	Private	Project Rob Electrical Operation	15-20K SQFT Isaacs Building - Bay 3 Walla Walla	FTE Unknown Private Investment unknown	Port Lease Proposal - April 2020 Reviewing Information No Current Updates
18	May-20	DOC-Site Selector	Project Great Dane MFG Thermoformed Packages	25-40K SQFT Isaacs Building - Bay 3 & CS Walla Walla	35 FTE with benefits Private Investment \$7-10M	Port Lease Proposal - May 2020 Reviewing Information No Current Updates
19	Aug-20	DOC-Site Selector	Project Nutrition (Ruby) Dairy Value Added MFG	200 acres Wallula Gap Business Park	500 FTE with benefits Private Investment \$500M	Site Proposal submitted August 2020 Reviewing Site Information Site Visit conducted Sept 2020 No Current Updates
20	Sep-20	Private	Project VW Retail AG Supplier	1-3 Acres Burbank Business Park	FTE Unknown Private Investment unknown	Conducted Site Visit - Sept 2020 Reviewing Site Information No Current Updates
Project Completed			New or Re-Activated Business Lead	Still Active Business Lead	Business Lead Cold or on Hold	Business Lead Closed

BUSINESS RECRUITMENT - ACTIVE BUSINESS LEAD REPORT						
#	Date	Lead Source	Type of Business	Criteria	Benefits	Status
21	Nov-20	DOC-Site Selector	Project New Falcon Paper MFG	25-50 acres Wallula Gap Business Park Stearns Kelly Property Dodd Road IP	200 FTE with benefits Private Investment \$400M	Site Proposal submitted Nov 2020 Reviewing Site Information New Site Selector - April 2021 Reviewing Site Information
22	Nov-20	Private	Project Honey Honey Processing	2-3K SQFT Building Walla Walla Area	1-3 FTE with benefits Private Investment unknown	Searching for existing Building No Current Updates
23	Dec-19	DOC-Site Selector	Project Emerald 2 MFG & Distribution	80 acres - Heavy Industrial 750K SQFT Building Wallula Gap Business Park Stearns Kelly Property	200 new FTE w/ benefits Private Investment \$350M	Site Proposal submitted January 2021 Reviewing Information No Current Updates
24	Jan-21	DOC-Site Selector	Project High Bar Metal MFG Rail & Highway	50 acres - Heavy Industrial Wallula Gap Business Park Stearns Kelly Property Dodd Road IP	250 new FTE w/ benefits Private Investment \$300M	Site Proposal submitted January 2021 Reviewing Information No Current Updates
25	Jan-21	Private	Project CBRE Distribution Center	150K SQFT Building Melrose, WGBP, Dodd IP	75 FTE with benefits Private Investment unknown	Site Proposal submitted February 2021 Reviewing Information No Current Updates
26	Feb-21	DOC-Site Selector Deloitte	Project Raven Food and Beverage MFG	60 acres - 400K SQFT Bldg. Wallula Gap Business Park Large Electrical, Gas & Water	200+ FTE with benefits Private Investment \$500M	Site Proposal submitted March 2021 Site Selector Reviewing Information
27	Nov-19	Private	Project InSite Fast Food Restaurant Operation	1 Acre - 3K SQFT Building Burbank Business Park	5-10 FTE with benefits Private Investment \$2 M	PSA with Port - May 2021 Currently Site Due Diligence
Project Completed		New or Re-Activated Business Lead		Still Active Business Lead	Business Lead Cold or on Hold	Business Lead Closed

CONTRACT REVIEW FORM

CONTRACT WITH: EDC, Port Townsend, Port of PT, PUD TRACKING NO.: _____
(Contractor/Consultant)

CONTRACT FOR: Economic Development Services TERM: Thru June 30, 2023

COUNTY DEPARTMENT: Central Services

For More Information Contact: Mark McCauley

Contact Phone #: 360-385-9130

RETURN TO: Mark McCauley
(Person in Department)

RETURN BY: ASAP
(Date)

AMOUNT: \$100,750

Revenue N/A

Expenditure \$ 100,750

Matching funds Required N/A

Source(s) of Matching Funds N/A

PROCESS: ☒ Exempt from Bid Process
☐ Consultant Selection Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: _____

Date Reviewed: _____

☐ APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: Philip C. Hunsucker

Philip C. Hunsucker

Date Reviewed: June 10, 2021

Chief Civil Deputy Prosecuting Attorney

☒ APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

Step 3:

(If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4:

CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5:

SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Mark McCauley, Interim County Administrator
DATE: June 14, 2021
RE: Agreement, RE: 5-way Agreement for Economic Development Services

STATEMENT OF ISSUE: During the Associate Development Organization (ADO) designation process concerns were raised regarding EDC Team Jefferson's ability to advance economic development in the county, largely due to a paucity of resources. During discussions with the City of Port Townsend, the Port of Port Townsend, Public Utility District No. 1 and the EDC it became clear that each government should contribute in some amount to financing EDC's economic development activities. The four governments agreed that some structure was needed to guide the use of these financial resources. This led to the development of a 5-way agreement between the parties, which is attached.

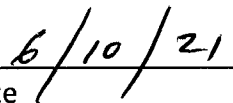
ANALYSIS: The agreement specifies a governance structure, establishes requirements for metrics, communication and accountability, identifies the financial contributions required by each of the governments, contains projected budget and staffing and a detailed scope of work. The Board of County Commissioners discussed an earlier version of the agreement on Monday, June 7, 2021. The version attached to this agenda request is substantively the same with changes made for clarity. The term of this agreement is synchronized with the state's fiscal year and the biennial ADO designation schedule.

FISCAL IMPACT: This request costs \$25,000 in 2021 (six months), \$50,000 in 2022 (twelve months) and \$25,750 in 2023 (six months). These amounts will be paid out of Non-departmental in the General Fund.

RECOMMENDATION: That the Board of County Commissioners approve the attached grant 5-way agreement for economic development services.

REVIEWED BY:


Mark McCauley, Interim County Administrator


Date