

**SERVICE PARTNER AGREEMENT
BETWEEN DESCHUTES COUNTY AND
ECONOMIC DEVELOPMENT FOR CENTRAL OREGON, INC. (EDCO)
Agreement No. 2024-444**

Program Name: Deschutes County Economic Development Activities
Provider: Economic Development for Central Oregon, Inc. (EDCO)
Address: 705 SW Bonnett Way, #1000, Bend, OR 97702
Phone Number: 541-388-3236
Contact: Jon Stark, CEO
Amount of Award: \$324,517
Funding Period: July 1, 2024, through June 30, 2025

This Agreement consists of this document and Attachment A: Designation of Funds

Objectives:

Economic Development for Central Oregon, Inc. (hereinafter referred to as EDCO) shall conduct programs, projects, services, and activities related to business development, recruitment, retention, and expansion within both incorporated and unincorporated areas located in Deschutes County.

Activities:

EDCO shall use funds as described in Designation of Funds (Attachment A) and in accordance with all provisions outlined below:

- 1. Use of Funds:** EDCO may use funds only for activities described in Attachment A. If funds are not expended consistent with these activities, County may require reimbursement of all or a portion of the funds and may terminate this Agreement.
- 2. Payment of Funds:** Funds directed toward operational support and support of the Venture Catalyst program will be paid in twelve equal monthly payments. Funds directed toward local economic development capacity will be paid in entirety upon execution of this Agreement.
- 3. EDCO Board Representation:** Pursuant to this Agreement and in accordance with EDCO's Bylaws and membership structure, Deschutes County is entitled to fill by appointment three (3) seats on the EDCO Board of Directors. In addition to serving on the EDCO Board, these representatives may serve on committees, hold officer positions, and fulfill other board duties.
- 4. Reports:** EDCO must present regular progress reports to the Board of County Commissioners regarding the outcomes of funded activities and the use of County funds under this Agreement. Reports shall be made on an annual basis that corresponds with the County's budget process.
- 5. Program Review:** Use of County funds may be reviewed by County officials at any time during the funding period. Fiscal records must be made available to any official designated by the County.

Additionally, EDCO shall provide County with a copy of a set of reviewed financial statements completed by an independent firm.

6. Termination: This Agreement may be terminated by mutual consent of the parties or by either party upon ninety (90) days notice, unless a shorter period is agreed to by both parties. Notice of termination shall be issued in writing and delivered by certified mail or in person. Termination shall not affect payment for expenses or legally binding commitments properly incurred prior to such notice. Upon completion of the funding period or termination of this agreement for any reason, EDCO will repay to Deschutes County any remaining portion of the funds, which were not spent or otherwise committed on approved activities.

Deschutes County, by written notice of default, may terminate this Agreement if EDCO fails to provide all or any or material part of the activities described herein. However, County may, at its sole discretion and upon discovery of EDCO's violation of any provision within this Agreement, by written notice, cause funds or services to be withheld, reduced, or terminated pending resolution of the violation(s) to the satisfaction of County. Upon resolution of the violation(s), the terms, provisions, and conditions of this Agreement may be reinstated at the option of County.

7. Independent Contractor: EDCO represents and warrants that it: (i) is not an employee of Deschutes County, Oregon; (ii) is not currently employed by the Federal Government; and (iii) meets the specific independent contractor standards of ORS 670.600. EDCO is not an "officer", "employee", or "agent" of Deschutes County, as those terms are used in ORS 30.265.

8. Compliance with Laws: EDCO agrees to be further bound by and shall comply with all applicable federal and state statutes, rules, and regulations and all applicable local laws and ordinances for activities conducted under this Agreement. EDCO shall maintain all licenses, certificates, authorizations, and other approvals required by applicable law to perform the activities described within this Agreement.

9. Indemnification: EDCO shall indemnify, defend, and save harmless Deschutes County and its officers, employees, and agents, from and against all claims, suits, actions, losses, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of EDCO that are subject to this Agreement, including, but not limited to, the activities of its officers, employees, subcontractors, or agents.

EDCO shall purchase and maintain, at EDCO's expense, the following types of insurance, with coverage for EDCO, its employees, and agents:

- a. Commercial General Liability insurance coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations, and contractual damages. By separate endorsement, the policy shall name Deschutes County, its officers, agents, employees, and volunteers as an additional insured. Commercial General Liability policies shall provide minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. EDCO shall furnish County with certification of Commercial General Liability insurance and a copy of the separate endorsement document.
- b. EDCO, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers ' Compensation Law shall comply with

ORS 656.017, which requires that Workers' Compensation coverage be provided for all subject workers. EDCO shall furnish County with certification of Workers' Compensation insurance, including employer's liability.

10. Merger Clause: This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. No understandings, agreements, or representation, oral or written, exists if not specified herein. EDCO, by signature of its authorized representative, hereby acknowledges that its officials have read this Agreement, understand it, and agree to be bound by its terms and conditions.

11. Litigation or Settlement of Disputes: If suit or action is instituted in connection with any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, both in preparation for and at trial and in any appeal or review.

SIGNATURES:

Economic Development for Central Oregon, Inc.:

Signature: _____ 

Name and Title: _____ Jon Stark, CEO

Date: _____ 7/1/07

Deschutes County:

Signature: _____

Name and Title: Nick Lelack, County Administrator

Date: _____

Agreement No. 2024-444

**Attachment A
Designation of Funds**

EDCO Regional Capacity / Operational Support: \$161,128

Economic Development for Central Oregon will maintain a strong regional organization with adequate capacity to deliver comprehensive local economic development programs in coordination with Deschutes County and local communities. Services included within the base operation of EDCO and receiving Deschutes County funds will include, but are not limited to, marketing, recruitment, retention/expansion, and formation of public/private partnerships.

Supporting Entrepreneurship and Early Stage Companies: \$46,253

EDCO will conduct additional activities to encourage and support local entrepreneurship by providing a mentoring network and facilitating access to equity/growth capital. Deschutes County funds will be used to support the Venture Catalyst Program which is focused on both mentoring entrepreneurs and managing early growth stage venture capital fund and angel investment fund programs.

Local Economic Development Capacity: \$117,136

EDCO will administer enhanced economic development efforts by hiring and retaining the staff necessary to support individual communities. For its investment, Deschutes County receives seven FTE and a relative apportionment of five additional staff delivering EDCO's mission. Deschutes County funds will be used to augment existing marketing and recruitment efforts to generate new job creation as follows:

- ***Bend:*** \$17,346
- ***Sunriver/La Pine:*** \$41,072
- ***Redmond:*** \$18,246
- ***Sisters:*** \$40,472



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Century Insurance Group, LLC 320 SW Upper Terrace Dr. Suite 104 Bend OR 97702		CONTACT NAME: Willie Neville PHONE (A/C, No, Ext): (541) 382-4211 E-MAIL ADDRESS: Willie@centuryins.com FAX (A/C, No): (541) 382-7468	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	NAIC # 10677
		INSURER B: SAIF	36196
		INSURER C: US Liability Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Economic Development for Central Oregon 705 SW Bonnett Way, Ste 1000 Bend OR 97702			

COVERAGES

CERTIFICATE NUMBER: 24-25 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ECP0176946	01/02/2024	01/02/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						Hired & Non-Owned Auto	\$ 1,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> OCCUR							\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED							\$	
	RETENTION \$							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			968346	01/01/2024	01/01/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C	Directors & Officers			NDO1052257R	04/05/2023	04/05/2024	Limit	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deschutes County, its officers, agents, employees and volunteers is named as an additional insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Deschutes County 1300 NW Wall St Suite 200 Bend OR 97701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Willie Neville</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.