

**THURSTON ECONOMIC DEVELOPMENT COUNCIL
CITY OF TENINO
2022 CONTRACT FOR SERVICES**

CONTRACT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2022 is between:

THURSTON ECONOMIC DEVELOPMENT COUNCIL (EDC)

4220 - 6th Avenue SE
Lacey, WA 98503
(hereafter "Council")

and:

CITY OF TENINO

149 Hodgden Street South
Tenino, WA 98589
(hereafter "City")

WHEREAS, The State of Washington has created RCW 35.21.703 which recognizes participation in economic development programs as a public purpose in which all cities may engage either directly or through non-profit corporations; and

WHEREAS, the City realizes that a sound tax base and providing quality services to its citizens are each positively influenced by creation of economic vitality; and

WHEREAS, the City owns and operates various utilities and cooperates in providing other public services, and is therefore interested and concerned with customer utilization of these services; and

WHEREAS, lack of family-wage job opportunities leads to a decreased standards of living for Tenino residents, increased rates of crime and family violence, as well as physical and mental problems; and

WHEREAS, the nonprofit EDC is actively working to identify and encourage new family wage job opportunities for residents of the City of Tenino; and

WHEREAS, the EDC is actively pursuing and facilitating the location of targeted businesses to Tenino through development and implementation of a strategy to attract such targeted new business and industry, as well as through work with local firms considering expansion; and

WHEREAS, the City is desirous of obtaining for its benefit the knowledge, experience, and resources of the EDC for business development marketing, business expansion and retention, and small business assistance;

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NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, it is agreed as follows:

I. SERVICES BY the Thurston EDC

See attached Scope of Work, labeled as "Attachment A"

II. TIME AND PERFORMANCE

The services of the EDC are to commence on January 1, 2022, and terminate on December 31, 2022. The duration of the contract may be extended or terminated upon mutual agreement between the two parties hereto and pursuant to the terms and conditions of the agreement.

III. COMPENSATION

The City shall reimburse the EDC for services as follows:

1. The total contract price for the time of performance shall be ten thousand dollars (\$10,000.00).
2. Payment shall be made in quarterly installments payable at the end of each quarter.
3. The EDC shall submit such properly executed vouchers or forms together with such other reports and recommendations to the City as are necessary or required.
4. If the City receives a Creative District Operating Grant through ArtsWA for \$2,000 during the 2022 calendar year, that grant funding will be provided to the EDC for the EDC's staffing of the District, in addition to the original amount in item III.1 above.

IV. INDEPENDENT CONTRACTOR

1. The EDC is and shall be at all times during the term of this contract an independent contractor and shall not be entitled to any of the usual benefits incident to employment with the City.
2. The EDC shall provide management, establish compensation of independent consultants and personnel, maintain payroll records, and provide payment for all of its personnel, including withholding of income taxes, payment of social security taxes, unemployment compensation (where applicable), and fringe benefits.

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3. Any and all employees of the EDC, other persons or independent consultants, while engaged in the performance of any work or services required by the EDC, shall be considered employees or consultants of the EDC only, and not of the City. Any and all claims that may or might arise under the Workman's Compensation Act, on behalf of said employee or other persons while so engaged in any of the work or service rendered hereunder shall be the sole obligation and responsibility of the EDC.

V. HOLD HARMLESS INDEMNIFICATION

The EDC shall indemnify and hold the City and its agents, employees, and or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this contract and/or the EDC's performance or failure to perform any aspect of this contract; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and or officers, this indemnity shall be valid and enforceable only to the extent of the negligence of the EDC; and provided further, that nothing herein shall require the EDC to hold harmless or defend the City, its agents, employees and or offices from any claims arising the sole negligence of the City, its agents, employees, and or officers. The EDC expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 RCW, for the purposes of this contract. This waiver was mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

VI. NON-DISCRIMINATION

The EDC shall not discriminate against any employee, applicant for employment or client because of race, creed, color, sex, age, national origin, marital status, or physical or motor handicap.

VII. COMPLIANCE WITH LAWS

The EDC shall comply with all applicable state, federal and local laws and safety regulations.

VIII. CHANGES

Either party may request changes in the scope of services, performance, or reporting standards to be performed or provided hereunder. Proposed changes mutually agreed upon shall be incorporated by written amendments to this contract.

IN WITNESS THEREOF, the parties hereto have executed this contract.

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CITY OF TENINO:

Signed

Wayne Fournier, Mayor

Name and Title

Date

THURSTON ECONOMIC DEVELOPMENT COUNCIL:


Signed

Michael Cade, Executive Director

Name and Title

12/13/21
Date

Attachment A

**Thurston Economic Development Council (EDC)
2020 Scope of Work**

RE: City of Tenino, WA

The Thurston Economic Development Council (EDC) proposes to provide economic development activities in support of the City of Tenino.

The theme of this contract highlights the use of the EDC professional staff as an ad hoc extension of City staff, available for consultations, analysis, project review and proposal writing.

Specifically, the EDC/Tenino 2022 work plan would focus on the following elements:

1. South Thurston Economic Development Initiative (STEDI). EDC staff shall convene, facilitate and support the efforts of STEDI to coordinate and drive economic development within Tenino and throughout the rural communities of Thurston County, ensuring these efforts are communicated back to the City Council.
2. Agricultural Business Park. EDC staff shall continue efforts to support the creation of an Agriculture-focused business park within the City of Tenino, including efforts to oversee and manage park construction, raise funds, build partnerships, attract business tenants and market the project.
3. Creative District. EDC staff, with input and guidance from the city staff and council, shall manage the operations of the District, and continue efforts to build out the offering, partnerships, and economic activity associated with the creative economy.
4. Economic Development Chapter of City Comprehensive Plan. EDC staff will work with City Staff and Council to continue to write an economic development chapter for the City's comp plan.
5. Business Retention and Expansion (BRE). EDC staff will support Tenino business retention and expansion through support of and participation within the Tenino Chamber of Commerce and through such initiatives as the "Façade Improvement" grant program.

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6. Recruitment. EDC staff shall seek out opportunities to attract new businesses to locate in the area and facilitate discussions between the City and regional economic drivers.
7. Tourism & Marketing. EDC staff shall work to help market Tenino through tourism efforts such as the Bountiful Byway and through business recruitment outreach efforts, coordinating these efforts with partner organizations such as the Visitor & Convention Bureau, Tenino Chamber of Commerce, Washington Film Commission and others.
8. Septage & Bio-solids. EDC staff shall support the City's efforts in regard to septage receiving and the marketing of bio-solids once a septage receiving process has begun.
9. Legislative Agenda. EDC staff shall work with City staff and officials to develop and strengthen legislative relationships and establish a legislative agenda.
10. Funding & Educational Opportunities. EDC staff will work to identify and pursue funding sources and economic development educational programming opportunities, that promote workforce development, community development and economic development capacity building.
11. Place Making. EDC staff will assist and advise City staff and officials, where and when appropriate, on place-making and public works projects such as those involving the City Park and Quarry Pool.
12. Tenino City Council. EDC staff shall meet with Council as appropriate at Council meetings, in work sessions and retreats to present, discuss and strategize opportunities and long range economic development efforts in coordination with an overall regional economic development alliance.
13. Grant writing. The City may identify grant opportunities in support of the City's Economic Development Plan and, where and when appropriate, direct EDC staff to complete such grant requests on behalf of the City. It is noted that while no specific contract or grant opportunity is currently identified, the EDC staff will be available to work with City staff on such opportunity. Such services would be considered above and beyond the scope of this contract and, through the inclusion of this clause, would be negotiated as an additional contract that could be amended to this contract as "Attachment B".

This scope of work is worth an estimated \$10,000 in staff time and materials provided by the EDC.

We look forward to working with the entire City Council and community to increase economic development activities within the City of Tenino.