

CONSULTANT: Economic Alliance Snohomish County  
CONTACT PERSON: Terrie Battuello  
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Everett WA 98204  
FEDERAL TAX ID / 91-0647005  
UBI NUMBER: 600-194-164  
TELEPHONE: 425.248.4225  
COUNTY DEPARTMENT: Kendee Yamaguchi  
TELEPHONE NUMBER: 425.388.3952  
PROJECT: Economic Development Services  
AMOUNT: \$150,000  
FUNDING SOURCE: 002.5169904903  
CONTRACT DURATION: January 1 to December 31, 2022

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and ECONOMIC ALLIANCE SNOHOMISH COUNTY, a Washington nonprofit corporation (the “Contractor” or EASC). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to obtain economic development and technical assistance from the Contractor that stimulates economic growth throughout Snohomish County. The scope of services is as defined in **Schedule A** (Scope of Services and Deliverables) attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the Western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective when authorized and executed by both parties (the “Effective Date”) and shall terminate on December 31, 2022 (the “Expiration Date”). The Contractor may be compensated, following the Effective Date, for work performed by it consistent with this Agreement between January 1, 2022, and the Effective Date. The Contractor shall complete the work required by this Agreement no later than the Expiration Date.

3. Compensation; Quarterly Reports.

a. Services. The County will pay the Contractor for services as and when set forth in Section 3c of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services as set forth in this Section 3 includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Together with the submission of each of the quarterly reports required by Section 3d of this Agreement, the Contractor shall submit to the County a properly executed invoice in the amount of no more than one-quarter of the total compensation (\$25,000) to be paid under this Agreement, PROVIDED, HOWEVER, that all invoices except the last invoice may be submitted no later than fifteen (15) calendar days after submission of the corresponding quarterly report, and, PROVIDED, FURTHER, that the first invoice submitted after the Effective Date may include compensation for the period from January 1, 2022, to the Effective Date if all corresponding quarterly reports have been submitted. Each invoice shall indicate the work performed by the Contractor during the corresponding quarterly period(s). Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt, PROVIDED, HOWEVER, that the final invoice shall, if timely submitted with the December 15 quarterly report and if acceptable to the County pursuant to Section 8, be paid in full by the Expiration Date.

d. Quarterly Reports. As a part of the deliverables under this Agreement and by no later than the dates indicated below (except for quarterly reports that would otherwise be due before the Effective Date), and in addition to regular contact between the County and the Contractor, the Contractor shall deliver quarterly reports and an annual report to the County of the activities funded pursuant to this Agreement. Any quarterly reports due before the Effective Date shall be delivered no later than the due date for the first quarterly report due following the Effective Date. The annual report shall include a summary of activities of the Contractor undertaken pursuant to this Agreement. The quarterly reports, shorter than the annual report and diagnostic in nature, shall track the Contractor's progress towards meeting the objectives in the Scope of Services and Deliverables under this Agreement and shall identify items in the Scope of Services and Deliverables that may need adjustment.

Reports are due as follows:

- April 15: Quarterly report for the period January 1 - March 31
- July 15: Quarterly report for the period April 1 – June 30
- October 15: Quarterly report for the period July 1 – September 30
- December 15: Annual report which also includes report for October 1 – December 31

When the due date for a report falls on a non-business day, the report shall be due to the County by the close of the next business day. For the purposes of this section, "delivery" shall mean either physical delivery to the County by the due date, receipt by the County in electronic format by the due date or a postmark showing the report was mailed to the County by no later than the due date.

If physically delivered or mailed, reports shall be sent to:

Kendee Yamaguchi  
Executive Director  
Office of the Executive  
Snohomish County  
3000 Rockefeller, M/S 407  
[Robert J. Drewel Administration Building, 6<sup>th</sup> Floor]  
Everett, WA 98201

If transmitted by email, reports shall be sent to:

[kendee.yamaguchi@snoco.org](mailto:kendee.yamaguchi@snoco.org)

In addition to the physically delivered or mailed reports, “in person” or “face to face” quarterly and annual reports will also be provided to:

Kendee Yamaguchi  
Executive Director  
Office of the Executive  
Snohomish County  
3000 Rockefeller, M/S 407  
[Robert J. Drewel Administration Building, 6<sup>th</sup> Floor]  
Everett, WA 98201

The County may, by notice given to the Contractor hereunder, designate any further or different addresses to which subsequent reports shall be delivered.

In addition to the in-person reports mentioned above, the Contractor shall deliver briefings to the County Council twice yearly. A January 2022 briefing shall summarize activities completed under the earlier 2021 Agreement and will present Contractor’s Scope of Work and Business Development Plan for 2022. A July 2022 briefing will present a mid-year review of progress made towards meeting the Scope of Services and Deliverables under this Agreement, and any activities completed to-date. Additionally, the Contractor will provide quarterly reports to the Council Chair and the Chair of the Council Finance and Economic Development Committee, in April 2022 and October 2022. The briefing dates will be established through the Executive Director or another designated County representative.

e. Contract Maximum. Total charges under this Agreement shall not exceed \$150,000.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed

by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties' partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. Contact Persons.

The assigned contact person (or project manager) for the County for this Agreement shall

be:

Name: Kendee Yamaguchi  
Title: Executive Director  
Department: Office of the Executive  
Telephone: 425.388.3952  
Email: [kendee.yamaguchi@snoco.org](mailto:kendee.yamaguchi@snoco.org)

The assigned contact person (or project manager) for the EASC for this Agreement shall be:

Name: Terrie Battuello  
Title: VP Economic Development  
Telephone: 425.248-4225  
Email: [terrieb@economicalliancesc.org](mailto:terrieb@economicalliancesc.org)

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7)

years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor. The Contractor shall use the funds that are the subject of this contract only for purposes set forth in this Contract.

11. Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense, and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims-made basis. If coverage is approved and purchased on a "claims-made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and

agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+: VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, 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 as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other



federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the

County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement prior to the Expiration Date, in which case the County shall have the right to recover all amounts previously paid by the County pursuant to Section 3.

c. The County may terminate this Agreement prior to its Expiration Date upon fifteen (15) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. Except as provided for the reporting and invoicing purposes set forth in Section 3 hereof, all notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                Snohomish County Executive Office  
   3000 Rockefeller Avenue, M/S 411  
   Everett, WA 98201  
   Attention:    Kendee Yamaguchi

If to the Contractor:        Economic Alliance Snohomish County  
   808 - 134<sup>th</sup> St. SW, Suite 101  
   Everett, WA 98204  
   Attention:    VP Economic Development

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute on and the same Agreement.

*(Signature pages to follow)*

SNOHOMISH COUNTY:

ECONOMIC ALLIANCE  
SNOHOMISH COUNTY:

*Kendee Yungodi* for  
**Dave Somers**  
Snohomish County Executive  
Date: 12/20/21

**Garry Clark**  
President and CEO  
Date: \_\_\_\_\_

Approved as to insurance/  
indemnification provisions:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Legal Counsel to the Contractor  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Doug Purcell**  
EASC Legal Counsel  
Date: \_\_\_\_\_

<b>COUNCIL USE ONLY</b>	
Approved	<u>12/15/2021</u>
ECAF #	<u>2021-0981</u>
MOT/ORD	<u>Motion 21-445</u>

## **Schedule A - Scope of Services and Deliverables**

The Scope of Services sets out work contemplated by EASC for 2022. EASC is funded through public and private sources and this scope represents the total work proposed assuming funding supports. Contractor shall send to the County reports related to the implementation and results from these plans pursuant to the schedule set forth in the Agreement.

### **I. PURPOSE**

The purpose of this performance-based contract with Contractor is to establish existing businesses, encourage entrepreneurship, recruit new business, and coordinate the economic development framework and supporting activities.

### **II. OVERVIEW OF CONTRACTOR'S ROLE**

The Contractor is committed to the economic vitality and sustainability of Snohomish County and the region. In the performance of its business and in performance under this Agreement, Contractor utilizes qualified personnel to develop and implement economic development programs including direct services to businesses to expand the tax base, retain, expand, recruit, and create jobs and companies, attracts domestic and foreign capital investment, and expands export opportunities in Snohomish County. In doing so, Contractor utilizes internally created proprietary intellectual property, much of which is described in Section IV, and ownership of which is confirmed in Schedule B, I, which allows it to engage in the activities for which it was formed and to provide services to the County pursuant to this Agreement.

### **III. OBJECTIVES**

There are six areas each with Contractor process objectives expected to lead under this Agreement are: Advocacy; Workforce Development; Attraction, Business Retention and Expansion, Small Business/ Chamber of Commerce; and Quality of Life. The objective of these focus areas is briefly described in this Section. Each outcome requires coordinated efforts between the Contractor, the County, local, regional, and federal government agencies including the Washington Department of Commerce, and other economic development organizations such as the PSRC Economic Development District and the Greater Seattle Partners where overlapping economic objectives exist.

- a. Advocacy. Providing a forum for the needs of all partners, jurisdictions, and agencies locally and regionally to be heard and supported producing unified economic development agenda speaking to countywide economic interests and resulting in positive outcomes, such as infrastructure funding and business friendly policies.
- b. Workforce Development. A strong workforce alignment between partner agencies and business resulting in well-prepared workers and creating a competitive advantage for the County in retaining and attracting companies.

- c. Attraction and Marketing. Bringing in new companies and expanding foreign investment in Snohomish County adding jobs and new tax revenue.
- d. Business Retention and Expansion. Resulting in a supportive business-friendly environment encouraging business to expand and be retained in the County.
- e. Small Business and Chamber. A dynamic community where small business start ups and existing small businesses flourish in all aspects. A united chamber of commerce framework including main street programs and unserved business areas creating a unified small business voice and access to quality business services.
- f. Quality of Life. A community where the quality of life offered provides an incentive to establish, maintain and grow business within the county, particularly around access to housing, access to daycare, reasonable worker commute times and public transit options, opportunities for personal and professional development, and economic opportunities that are ethnically diverse, equitable and inclusive of all populations.

#### **IV. SCOPE OF WORK**

The Scope of Work describes anticipated tactics to be used in accomplishing the Objectives outlined in Section V. EASC organizes the categories of its processes or tactics by six elements or foundational pillars each contributing to the overall mission objectives. The list is not intended to be comprehensive and describes the scope of the effort to provide successful and measurable countywide economic development. EASC will work towards accomplishing the Objectives while remaining nimble to respond to the changing economic environment.

- a. *Access and Physical location*.
  - i. EASC maintains an office, centrally located which includes access to meeting facilities and services and phone and website to manage contacts with customers and prospects.
- b. *Media Platform*.
  - i. EASC utilizes a multi-media approach to accomplish its objectives; maximizing target audience impressions generated through its searchable, website, web-based and social media platforms and targeted advertising, geofencing, and promotional campaigns including earned media and direct advertising (e.g., trade shows, missions and exhibitions) and EASC publications and notices (e.g., eNewsletters and publications) to communicate and reinforce the advanced technology and international attributes of the County.
- c. *Collaterals*.
  - i. Professional, informed, and relatable materials are provided to partners and used in sales outreach via an online dashboard and printed materials depending upon their application.
- d. *Technology Platforms*.

- i. EASC utilizes high technology solutions such as web search and site optimization and analytics and Customer Relationship Management and Augmented Intelligence technology to research and track business engagement.
- e. *Advocacy.*
- i. Collaborate and participate regional and state economic development planning and strategies to promote, preserve, and develop economic infrastructure to support industry growth.
  - ii. Engage with regional, state, and federal legislative and administrative leadership to advance countywide economic development goals.
  - iii. Convene key groups through advisory boards including all economic sectors and public and private entities.
  - iv. Advocate for local projects with regulatory state and federal agencies such as State Ecology and State Fisheries and federal US Corps and EPA.
  - v. Collaborate with economic development resources and trade groups and forums staying current with issues and resources.
  - vi. Collaborate with commercial real estate and development trade organizations and professionals.
  - vii. Monitor and survey local entitlement competitiveness and support the development of local economic and land use plans including growth planning and transportation.
  - viii. Monitor, promote and develop government and foundation grant and funding opportunities.
  - ix. Advocate for appropriate statewide significant facility designations on key projects and facilitate applications for state Strategic Reserve Fund grants.
  - x. Provide introduction to economic development orientation for new local officials.
  - xi. Provide industry specific information related to specific economic development goals.
  - xii. Monitor and promotes opportunities for growth in Department of Defense
  - xiii. Foster a countywide awareness of key trends in key sectors and economic conditions.
  - xiv. Participate as an exofficio member of the Snohomish County Managers and Administrators group (MAG) regularly providing suggestions for timely economic development topics.
- f. *Workforce Development.*
- i. Identify and promote through Workforce Snohomish and Snohomish STEM opportunities for custom training and worker recruitment.
  - ii. Collaborate with Workforce Snohomish and Snohomish STEM to identify and develop workforce talent needs and skill sets.
  - iii. Promote engagement with trades and institutes in sector development.
  - iv. Engage with and understand labor relations issues and promote policies that support a strong business environment.
  - v. Promote the development of programs, certifications and institutes that support industry workforce development goals.



- g. *Attraction.*
  - i. EASC works in a highly competitive environment to promote and persuade businesses to invest and locate in the community rather than in a competing location.
  - ii. Focus on vertical and horizontal development of key industries and competencies.
  - iii. Leverage and advocate for tax and zone incentives, grants and designations that enhance site attraction.
  - iv. Collaborate with the County Tourism Office to unify brand and use in outreach messaging where appropriate and support familiarization site selector and CEO tours.
  - v. Use Augmented Intelligence (AI) Research platforms and tools to refine attractions targets and media messages and generate leads.
  - vi. Participate in targeted trade shows and missions, promoting Foreign Direct Investment demonstrating return on investment.
  - vii. Elevate county via case studies in industry trades and conferences.
- h. *Business Retention and Expansion (BRE).*
  - i. Conduct Key industry BRE interviews with employers to identify expansion opportunities and address business service needs and gaps.
  - ii. Conduct BRE Blitzes to reach a greater number of businesses, emphasizing opportunities for business support.
  - iii. Mine for Business Intelligence (data) about existing businesses to identify growth opportunities.
  - iv. Participate as part of the Workforce Snohomish Business Solutions Group to address the needs of businesses via refer to business service offerings.
  - v. Identify and promote resources for export assistance and other available programs.
  - vi. Convene Advisory Boards in aerospace, industry, service and defense sectors to monitor needs and provide insights key industries.
  - vii. Identify and foster emerging county industries, such as clean energy and engineered wood manufacturing.
  - viii. Support and administer the Washington Innovation Partnership Zones in aerospace and biomedical device and develop strategies and build mentor clusters.
  - ix. Conduct CEO Roundtables to obtain information about business needs and promote business services.
  - x. Conduct business Direct Engagement workshops and training on timely topics and services.
  - xi. Conduct Government workshops and forums on business and economic topics.
  - xii. Utilize and leverage state tools identifying business support services.

- xiii. Support the County Emergency Management’s Business Resilience and recovery support function and emergency procurement opportunities.
- i. *Small Business and Chambers of Commerce.*
  - i. Support and technical services to local chambers such as board development, volunteer and event management, fundraising, etc.
  - ii. Promote one-on-one technical assistance and referral to services to people for starting, growing, or buying a business.
  - iii. Promote equal opportunities for women and minority businesses.
  - iv. Cultivation of all types of businesses focusing on startup, struggling companies existing, and growth-ready medium.
  - v. Promote export and trade opportunities conducting workshops for interested persons.
  - vi. Promote franchising and other business growth opportunities leveraging community wealth.
  - vii. Promote and facilitate opportunities for technology transfer.
  - viii. Develop business startup and accelerator business plan leveraging of economic development partners throughout the county.
- j. *Quality of Life.*
  - i. Promote diversity, equity, and inclusion for all people in all aspects of economic opportunities.
  - ii. Promote collaboration with minority organizations to promote broader hiring practices.
  - iii. Promote the development of and policy supporting diverse housing opportunities.
  - iv. Promote a DEI business leadership pledge and adoption by community businesses around these ideals.
  - v. Promote the use of land acknowledgement in all forums.
  - vi. Identify and advocate to address and understand gaps in childcare offerings and access.
  - vii. Monitor the effects of transportation congestion as it relates to a worker’s quality of life.
  - viii. Hold an annual forum to focus on issues of diversity, equity and inclusion.
  - ix. Participate in identifying opportunities to connect immigrant and refugee communities to jobs and training and business leaders.

## **Schedule B: Contract Deliverables**

### **I. DELIVERABLES**

Items to be tracked in quarterly reports. This Agreement acknowledges the reports and documents provided to the County verifying EASC's delivery of these services represent the extent of documents subject to Section 5 and Section 24 of this Agreement and that EASC handles information subject to non-disclosure and other proprietary matters that are not intended to be a part of County deliverables.

#### *a. Business Recruitment and Attraction Metrics.*

- i. Description. Recruitment is one means of contributing to community growth and economic vitality through the recruitment of new employers to the County. Ultimate Attraction success generally spans fiscal periods and is governed by environmental factors external to EASC, such as the world and regional economy, availability of land, ability of jurisdictions to provide competitive entitlement processes, and available utilities capacity all delivered on a competitive schedule. For that reason, the County bases its performance expectations on industry best practices and execution of tactics listed in the Scope of Work. Long term attraction success is also measured and reported to evaluate tactics and community competitive gaps.
- ii. Metrics. Metrics must fall within EASC's ability to execute. EASC will actively seek opportunities to track companies through its work and maintain tracking records including Leads from all sources. Deliverables for this category include:
  1. EASC participate in least three (3) targeted trade shows including at least one targeted for foreign direct investment.
  2. EASC will sponsor or advertise in at least three (3) events aimed to attract targeted industries.
  3. EASC will pitch three (3) local stories about existing companies to targeted trade publications with a goal of obtaining earned media related to the area.
  4. EASC will report at any time and as is required on the schedule contained herein the status of all active and closed leads including total estimated capital investment, number of Full Time Equivalent (FTE), property use type and industry. The reports will also list and explore key factors impacting location decision along with recommendations for improvement.
  5. EASC will host, coordinate, and facilitate the agenda for missions, foreign visits or tradeshows as requested by the County.

- b. *Existing Business Retention and Expansion.*
  - i. Definition. Businesses Retention and Expansion (BRE) is designed to retain existing businesses, provide assistance and support the expansion of growing business.
  - ii. Metrics.
    - 1. EASC will partner with Workforce Snohomish to conduct no less than 60 Key Industry BRE Interviews.
    - 2. EASC will conduct three Blitz Interviews events targeting 400 employers in various geographies and sectors.
    - 3. EASC will prepare six (6) Industry Briefs on targeted industries or sectors supported by Advisory Boards and partner economic developers countywide.
    - 4. EASC will participate in County Emergency Management planning meetings and drills related to the business resilience function and emergency procurement, as requested by the County.
- c. *Business Assistance.*
  - i. Definition. Assistance to small and emerging businesses generate wealth and provide significant source of employment in today’s high technology global economy.
  - ii. Metrics.
    - 1. EASC will host the federal programs within its facilities and report information about businesses assisted:
      - a. Small Business Development Center (SBDC)
      - b. Small Business Transportation Resource Center (SBTRC)
      - c. Procurement Technical Assistance Center (PTAC)
      - d. Snohomish Science, Technology, Engineering and Mathematics or Snohomish STEM
    - 2. EASC will conduct a minimum of four (4) business development workshops or events promoting services.
    - 3. EASC will collaborate with Workforce Snohomish on the Business Solutions Team to make recommendations for needed business services to businesses interviewed.
- d. *Readiness and Capacity.*
  - i. Definition. The process of developing a shared operating framework and collective strategy and implementing plans to be best positioned for countywide economic development. This works involves consensus building and supports a community’s leadership capacity for solving problems.
  - ii. Metrics.
    - 1. 100 government partner agency meetings or presentations
    - 2. Three (3) countywide chamber and business association assembly meetings
    - 3. One (1) “Meet Local Public Officials” event

4. One (1) recorded introduction to community economic development virtual event for incoming elected officials
  5. One (1) State of the County event
  6. One (1) Annual Economic Forecast Event
  7. EASC CEO shall serve on the Snohomish Workforce Futures Alliance Board.
  8. Execute a Memorandum of Understanding with GSP including responsibilities and communication for joint regional planning.
  9. Attend the PSRC Economic Development District.
  10. Participate in State Department of Commerce ADO program, fulfilling obligations under the ADO contract.
  11. Participate regularly with organizations and trade groups in support of EASC goals and provide summary of engagement in quarterly report.
- e. Access to Services.*
- i. Definition. Facilities including virtual and infrastructure supporting access to the program for prospects, affiliates, business, agencies, and other partners.
  - ii. Metrics.
    1. Maintain office location with monitored phone line and email information.
    2. Maintain EASC website reinforcing EASC program and linking to agency partners and report analytics and media mentions in quarterly report.
    3. Maintain a uniform collection of high-quality collaterals with content updated annually which are available to agency partners for use.
    4. Maintain Board of Trustees including broad range of leaders in the public and private sectors, including non-profits and institutions.

## **II. PERFORMANCE COMPENSATION**

Economic Alliance Snohomish County, as the Snohomish County designated Associated Development Organization (ADO), will receive compensation \$150,000 during the term of the Agreement based on the fulfillment of the activities outlined above. To receive compensation, EASC will provide quarterly reports and Snohomish County will review the quarterly reports and provide compensation on the fulfillment of the contract obligations stated above and the key performance indicators being met.