

## PROFESSIONAL SERVICES CONTRACT

This agreement made and entered into as of the 1<sup>st</sup> day of January, 2023 between the **PORT OF SKAMANIA COUNTY**, hereinafter referred to as “Port,” and the **SKAMANIA ECONOMIC DEVELOPMENT COUNCIL**, a non-profit corporation, hereinafter referred to as “Contractor.”

### Recitals

- A. Contractor is a nonprofit corporation organized for the purpose of promoting economic development in Skamania County through marketing of County assets; coordinating funding for economic development projects in the County; providing marketing research, data and survey information relating to economic activities; assisting existing and new businesses; and promotion of public policies to encourage orderly economic development.
- B. The Port has determined that it continues to have a need for Contractor’s assistance with certain economic development services pertaining to its properties.
- C. It is in the Port’s interest to maintain its contract with Contractor to perform certain services relating to the general economic development of the Port and its properties.

NOW THEREFORE, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Services Rendered:** The Contractor shall adhere to the General Terms and Conditions set forth in Attachment “A” and shall perform the services identified in the Scope of Work in Attachment “B.”
2. **Term:** The term of this contract shall begin on January 1, 2023 and will terminate on December 31, 2023.
3. **Compensation and Payment:** The amount to be paid to the Contractor for professional services under this contract shall be Six Thousand and Nine Hundred and Thirty Dollars (\$6,930.00), including Small Business Development Center (SBDC) services totaling \$1,180. Contractor shall submit a request for payment to the Port for compensation no later than December 1, 2023 along with a report of work completed. Upon review and approval of the invoice and report of work, the Port shall pay Contractor no later than December 31, 2023.
4. **Contract Manager:** The Port’s authorized representative on this contract, who shall be responsible for monitoring the performance of and approving actions by the Contractor, approving payment of billings, and accepting any deliverable is:

Person: Pat Albaugh  
Title: Manager  
Address: Port of Skamania County

P. O. Box 1099  
Stevenson, WA 98648  
Phone: 509-427-5484  
Fax: 509-427-7984  
E-mail: [pat@portofskamania.org](mailto:pat@portofskamania.org)

5. **Entire Agreement:** This Contract contains all terms and conditions agreed to by the Port and the Contractor, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
6. **Assignment:** This agreement shall not be transferred, assigned or sublet by either party without prior written consent of the other party.
7. **Costs and Attorney Fees:** If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees and the failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees.
8. **Certification of Authority:** The parties hereby certify that the persons executing this agreement on behalf of the Port and Contractor have legal authority to enter into this agreement on behalf of the Port and Contractor and are able to bind the Port and Contractor in a valid agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

PORT OF SKAMANIA COUNTY  
COMMISSIONERS

SKAMANIA ECONOMIC  
DEVELOPMENT COUNCIL

By:

By:

\_\_\_\_\_  
Pat Albaugh  
Manager

\_\_\_\_\_  
Kevin Waters  
Executive Director

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

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

## ATTACHMENT "A"

### GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

#### SECTION 1. PAYMENTS FOR SERVICES

Contractor will invoice the Port for payment under this contract.

#### SECTION 2. INDEPENDENT CONTRACTOR STATUS

The Contractor shall have the status of an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance.

#### SECTION 3. NONDISCRIMINATION

Both parties agree that in fulfilling the terms and conditions of this contract that neither shall discriminate against Vietnam-era veterans or disabled veterans or any person on the basis of race, creed, color, national origin, age, sex, marital status, veteran status, or the presence of a physical, sensory or mental handicap in accordance with Chapter 49.60 RCW.

#### SECTION 4. HOLD HARMLESS

The Contractor shall defend, indemnify, and hold harmless The Port, its officers, agents or employees and assigns against any and all damages of claims from damages resulting or allegedly resulting from the contractor's performance of activities under the terms of this contract.

#### SECTION 5. CONTRACT MODIFICATIONS

Either party may, from time to time, request changes in this contract. Any such change shall be effective only if committed to writing and signed by both parties.

#### SECTION 6. TERMINATION

Notwithstanding any provisions of this contract, The Contractor and/or the Port may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion, the Contractor may unilaterally reduce scope of work and budget or terminate this contract.

#### SECTION 7. GOVERNING LAW AND VENUE

The contract shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the State of Washington. Venue for any suit between the parties arising out of this contract shall be in Skamania County, Washington.

In addition, the Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including but not limited to:

Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 8740 as supplemented in Department of Labor regulations (29 CFR Part 3).

Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**SECTION 8. SPECIAL PROVISION**

The Port’s failure to insist upon the strict performance of any provision of the contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this contract.

**SECTION 9. SEVERABILITY**

In the event any term or condition of this contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

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## ATTACHMENT “B”

### CONTRACT SCOPE OF WORK

The Contractor will perform the following economic development services for the Port during the 2023 contract period:

- Provide business retention, expansion and recruitment activities that contribute to the diversification of the County.
- Assist the Port in development activities on its industrial site in North Bonneville including, but not limited to, marketing, recruitment and funding research and assistance for infrastructure.
- Assist the Port in marketing current Port properties to potential tenants and identifying other potential industrial sites.
- Provide business assistance to existing and potential business clients in Skamania County with a variety of business needs (i.e.; retention and expansion assistance, resource materials, one-on-one counseling and funding and business plan assistance).
- Provide information on training opportunities for local businesses through workshops, and state sponsored training programs.
- Operate the Skamania Economic Development Council’s revolving loan fund program and administer the Scenic Area program.
- Market Port facilities through the Skamania Economic Development Council’s website with a link to the Port’s website.
- Assist the Port with project development including project scoping, grant writing assistance, and funding research for projects that are priorities on the Community Action Team Work Plan.
- Coordinate and facilitate quarterly Community Action Team meetings.
- Assist the Port in requesting sales and use tax dollars for development of Port facilities pursuant to RCW 82.14.370 (commonly referred to as “.09 dollars”).
- Develop and maintain new SBDC Contract, Position and Services shared with Skamania and Klickitat County.
- Hire CMS Advocates on behalf of the Port and all entities included in their services contract.