

**PROFESSIONAL SERVICES AGREEMENT
TO RESEARCH AND ASSESS ECONOMIC DEVELOPMENT
REQUIREMENTS
FROM JANUARY 1, 2020 TO DECEMBER 31, 2020**

This Contract is between Baker County (County) and _____
(Contractor)

Witnesseth:

WHEREAS, Baker County has determined that the most efficient mechanism to Research and Assess the Economic Development Requirements for Baker County; and

WHEREAS, Baker County published a Notice of Request for Proposals for the Research and Assessing the Economic Development Requirements; and

WHEREAS, Baker County has determined that (Contractor) has the necessary qualifications and/or experience to conduct research and assess the requirements for Economic Development for Baker County as an independent contractor to the satisfaction of the County;

NOW THEREFORE, THE PARTIES, FOR THE CONSIDERATION NAMED, DO HEREBY AGREE TO THE FOLLOWING TERMS;

GENERAL RESPONSIBILITIES

CONTRACTOR WILL:

1. The contractor will work under the general supervision of the Chair of the Economic Development Council (EDC).
2. Research and assess county-wide leads and how they will benefit Baker County's economy as a whole.
3. Establish a county-wide system of sharing all economic inquiries with all agencies to improve the County's ability to attract, act, and grow, new and existing businesses.
4. Provide input and suggestions and convey economic direction monthly to multiple elected officials, commissions, and groups.
5. Economic Development Council Administrative duties to include issuing the Public Notice, Agenda, Minutes, and making reports.
6. Be the lead on all connections with all agencies and persons requiring economic development direction and assistance. Prepare response materials for outside leads.

7. Provide an office and reception area for Baker County economic development.
8. Maintain staffing Monday through Friday 9:00 a.m. to 5:00 p.m. to receive inquiries and take calls.
9. Transfer existing Economic Development Director phone number to office.
10. Maintain the Baker County Economic Development website and social media pages.
11. Comply with the following documents, which by this reference are incorporated into the Contract:
 - a. RFP Advertisement (Notice of Request for Proposals)
 - b. Instruction to Bidders
 - c. Bid Form (including required attachments)
 - d. Any Addenda to the above documents
12. Contractor will have performance evaluations conducted by the EDC Chair.

COUNTY WILL:

1. Pay Contractor _____ per month for _____ months. The total cost of this Contract shall not exceed _____.
2. Make payments to contractor monthly in the name of _____, in conjunction with County's first normal expense run of each month for services provided for the prior month.
3. Certify that sufficient funds are available to finance the costs of the Contract.

GENERAL EMPLOYMENT STATUS

In performing the above services, it is understood and agreed that:

- A. Contractor and/or their employees may be subject to a background check.
- B. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
- C. Contractor and any subcontractors will not be eligible for any benefits from these Contract payments of Federal Social Security, State Worker's Compensation, unemployment insurance or the Public Employees Retirement System, except as self-employed individuals.

- D. If this payment is to be charged against state or federal funds, Contractor and any subcontractors certify that they are not currently employed by either State of Oregon or the US Federal Government.
- E. It is certified that Contractor/subcontractors are not newly appointed, prospective or present government employees or have any other conflicts of interest.
- F. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract or assign or transfer any of its interest in the Contract, without the prior written consent of the EDC.
- G. Contractor shall comply with all Federal, State, and local laws and ordinances applicable to the work under this Contract.
- H. Contractor and any subcontractors shall not be compensated for work performed under this Contract by any other entity without the knowledge of County.
- I. This Contract shall commence _____ and shall continue until December 31, 2020. This Contract may be renewable yearly.

ADOPTION AND MODIFICATION OF TERMS

- A. This contract and any amendments to it will not be effective until approved by the Baker County Board of Commissioners.
- B. This contract may be amended upon (30) days' written notice to the other party. No Amendment will be effective until it is in writing and fully executed by both parties.

INDEMNITY OF PARTIES

Contractor shall defend, save and hold harmless County, its officers, agents, and employees from all claims, suits or actions of whatever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract.

ACCESS TO RECORDS

County and its duly authorized representatives shall have access to the books, documents, papers and records of contractor which are directly pertinent to the specific contract for the purpose of making audits, examination, excerpts and transcripts.

TERMINATION

- A. This Contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days' notice, in writing and delivered via certified mail or in person.
- B. County may terminate this contract effective upon delivery of written notice to

Contractor, or at such later date as may be established by County under any of the following conditions:

- a. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- C. County, by written notice of default (including breach of Contract) to Contractor may terminate the whole or any part of the Contract:
- a. If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or
 - b. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from County, fails to correct such failure within ten (10) days or such longer period as County may authorize.

The rights and remedies of the County provided in the above clause related to defaults (including breach of Contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

SEVERABILITY OF TERMS

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

LIMITATION OF WAIVER

The failure of the parties to enforce any provision of this Contract shall not constitute a waiver by the parties of that or any other provision.

COUNTERPARTS

This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract.

MERGER

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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. THERE ARE NO UNDERSTANDING, AGREEMENTS OF REPRESENTATION, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS DOCUMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

For Contractor:

Date

By and For Baker County:

Bill Harvey, Commission Chair

Mark Bennett, Commissioner

Bruce Nichols, Commissioner

Date