

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Julie Shannon, Executive Secretary I

DATE: December 9, 2013

SUBJECT: AGREEMENT re: Associate Development Organization Services; In the Amount of \$12,500 in 2013, \$25,000 in 2014, \$12,500 in 2015; Jefferson County Administrator; Economic Development Council (EDC) Team Jefferson

STATEMENT OF ISSUE:

The Board of County Commissioners are requested to approve a contract for economic development services with Economic Development Council Team Jefferson, to provide services as the designated Associate Development Organization (ADO) for Jefferson County

ANALYSIS:

In June of this year the Jefferson County Commissioners acted to designate EDC Team Jefferson as the County's Associate Development Organization (ADO). The proposed Contract establishes a scope of work consistent with RCW 43.330.080, and compensation by the County for performing as Jefferson County's ADO.

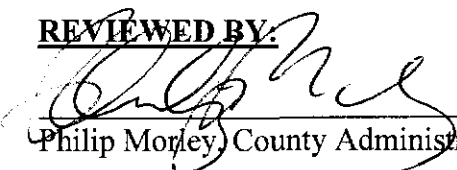
FISCAL IMPACT:

The fiscal impact will be \$12,500 in 2013, \$25,000 in 2014 and \$12,500 in 2015. The Port of Port Townsend and state Department of Commerce are also helping to fund EDC Team Jefferson's work.

RECOMMENDATION:

It is recommended that the Board of County Commissioners pass a motion authorizing execution of the proposed agreement.

REVIEWED BY:


Philip Morley, County Administrator

12/5/13
Date

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

This Contract for Economic Development Services (the Contract) is entered into by Jefferson County, a political subdivision and municipal corporation of the State of Washington, having its principal offices at P.O. Box 1220, Port Townsend, WA 98368 (hereinafter "County") and Economic Development Council Team Jefferson, a 501(c)(6) tax exempt organization designated as the Jefferson County / Washington State Department of Commerce's Associate Development Organization, registered with Washington State as a non-profit corporation and having its principal offices at 2410 Washington Street, Port Townsend, WA 98368 (hereinafter "Contractor").

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on July 1, 2013 and terminate on June 30, 2015. This Contract may be extended up to two years (up to June 30, 2017) by written agreement including scope and budget that is mutually approved and executed by the County and the Contractor. Work within the scope of work performed by Contractor beginning July 1, 2013 through execution of this Contract is hereby ratified.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, or labor will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practices and in conformity with state law.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

- 3.1 The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Supervisor
Philip Morley, Jefferson County Administrator
P.O. Box 1220
Port Townsend, WA 98368
pmorley@co.jefferson.wa.us
(360) 385-9100

Contractor's Contract Representative
Peter Quinn, Director of Operations
EDC Team Jefferson
2410 Washington Street
Port Townsend, WA 98368
quinn@edcteamjefferson.com
(360) 379-4693

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth herein.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed twelve thousand five hundred dollars (\$12,500) in 2013; twenty-five thousand dollars (\$25,000) in 2014, and twelve thousand five hundred dollars (\$12,500) in 2015.
- 4.3 Payment for 2013 shall be made within 30 days of executing this Agreement. For 2014 and 2015 pro-rated payment shall be made quarterly, due on or before the end of the first month of each quarter, as follows:
2014: \$ 6,250 per quarter, for four quarters, a total for the year of \$25,000;
2015: \$ 6,250 per quarter, for the first two quarters, a total for the year of \$12,500.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 business days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.

- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County Commissioners and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents. Provided further that if the claims, actions, suits, liability, loss, expenses, damages and judgments are caused by or result from the concurrent negligence of: (a) Contractor's agents or employees; and (b) the County, its officers, employees and agents, Contractor's obligation under this provision shall be valid and enforceable only to the extent of Contractor's negligence, or the negligence of Contractor's agents or employees.
- 6.2 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Commercial General Liability.** The Contractor will maintain commercial general liability for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.2 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows:

For any vehicle owned or leased by Contractor, Contractor will maintain commercial automobile liability insurance with a limit of not less than **\$500,00** each accident combined bodily injury and property damage. The aggregate limit will be at least \$1 million.

For any volunteer or subcontractor performing services for Contractor, and who provides a vehicle in performing those services, Contractor will obtain prior proof of automobile liability insurance meeting state statutory limits.

7.3 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Third party liability coverage provided to the County by a Ch.48.62 RCW Risk Pool shall be non-contributory to any insurance coverage or policy the Contractor is obligated by this Agreement to obtain and retain during the term of this Agreement.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no specific limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees and agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

- I. The County may withhold payment to the Contractor of any amount due if it determines the Contractor has not complied with all provisions of Section 7 entitled "Insurance." County shall notify the Contractor in writing of any default by Contractor of Contractor's obligations pursuant to Section 7 and provide the Contractor with ten (10) business days to cure the default.

7.4 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or reinsurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 60 days after the effective date of the Contract. Failure to provide the required certificates or endorsement within the prescribed time will terminate this Agreement, unless specifically waived or modified in writing by the County's Contract Supervisor. The certificate(s) will, at a minimum, list limits of liability and coverage. The certificate(s) will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. The County will be provided within 30 days of the execution of this Agreement with the complete text of any endorsements listed or referred to on any certificate of insurance naming the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Jefferson County and indicate "care of" the appropriate County's contract representative. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. If applicable, the Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Jefferson County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be made to the County at the following address:

Jefferson County Administrator's Office
ATTN: Risk Management
P.O. Box 1220
Port Townsend, WA 98368

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Jefferson County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10 business days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, or if Contractor's designation as Associate Development Organization is terminated, the County may immediately terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 business days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant 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 the Contract. The Contractor shall perform the contracted work. Any designee shall have prior County approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. PATENT/COPYRIGHT INFRINGEMENT

- 12.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 13. DISPUTES

- 13.1 Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County Administrator. All rulings, orders, instructions and decisions of the County Administrator will be final and conclusive.

SECTION 14. CONFIDENTIALITY

- 14.1 The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the County Administrator written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by citizens, proponents or interested parties as to matters before the contractor.
- 14.2 The County is a political subdivision of the State of Washington and as such is subject to Ch. 42.56 RCW, the Public Records Act, which requires disclosure of non-exempt documents and records to a person or entity that requests such documents or records.

SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE

- 15.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 15.2 Any action of law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in Superior Court for Jefferson County.

SECTION 16. MISCELLANEOUS

- 16.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 16.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of the Contractor or are otherwise mandated by Title 26 U.S.C.
- 16.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County Administrator.
- 16.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract. The Contractor shall be entitled to seek legal advice from the Jefferson County Prosecuting Attorney or his or her designee to the extent that the Prosecuting Attorney or his or her designee can provide such legal advice in a manner consistent with the applicable rules governing a lawyer's conduct.

- 16.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 16.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 16.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 16.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 16.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

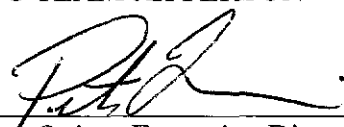
IN WITNESS WHEREOF Jefferson County and the Contractor have signed this contract on the date noted:

JEFFERSON COUNTY

EDC TEAM JEFFERSON

John Austin, Chair

Date


Peter Quinn, Executive Director

12-5-13
Date

Attest/Authenticated:

Approved as to Form Only:

Carolyn Avery
Deputy Clerk of the Board

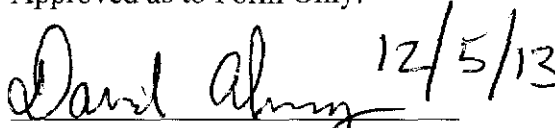

David Alvarez,
Deputy Prosecuting Attorney

Exhibit A
EDC TEAM JEFFERSON – ADO SCOPE OF SERVICES

I. PROJECT BACKGROUND & UNDERSTANDING

Over the years, Team Jefferson has built a team of qualified professionals supported committed and knowledgeable volunteers that have contributed significantly to the economic successes of our community. We have been Jefferson County's designated Associate Development Organization (ADO) under RCW 43.330, since 2007. As the County's ADO, we have operated under a contract and scope of services with the Washington State Department of Commerce. Recently, we were again designated by Jefferson County as the ADO for the July 1, 2011 to June 30, 2013 biennium, allowing us to continue to serve as the point of local contact for economic development activities.

EDC Team Jefferson understands the need to provide good value to the community, and to document the services it is committed to providing. Accordingly, we intend to fulfill a scope of services that adheres to the statutory requirements of RCW 43.330, concentrating our efforts on accomplishing our core mission as an information and technical assistance center and economic development leader by:

- **Providing direct business assistance**, including business planning, to companies who need support to stay in business, expand, or relocate to Jefferson County; and
- **Supporting regional economic research and planning** efforts to implement target industry sector strategies and other economic development strategies that support increased living standards and increased direct investment in our community.

This Scope of Services describes how EDC Team Jefferson will fulfill its core statutory mission as the primary partner in local economic development activities, in a manner that is broadly representative of community and economic interests.

II. COMMUNICATIONS & PERFORMANCE REPORTS

Team Jefferson believes that frequent, sustained, and clear communication with local jurisdictions and the public is necessary to ensure our successful collaboration and responsiveness to community needs. We intend to continue to work together with the Port, County, City and PUD as a team to communicate more frequently and effectively. To this end, Team Jefferson will:

- Meet with the jurisdictions (including the County) in committee to review and preview economic activities and the actions of the organization on no less than a semi-annual basis; and
- Meet on a quarterly basis with the inter-jurisdictional staff team (including County staff) to share information, and to stay informed of emerging inter-governmental issues as they arise.

Finally, and consistent with our statutory reporting requirements to the Washington State Department of Commerce, we will present and discuss with you our 15

performance measure report once annually, demonstrating the return on investment we provide to the public.

III. DETAILED SCOPE OF SERVICES

Task #1: Direct Business Assistance

PURPOSE

The purpose of Task #1 is to ensure that Team Jefferson serves as a professional and responsive resource for the Jefferson County business community, and those wishing to join the business community. This task outlines the activities Team Jefferson will undertake in advising and assisting current and potential businesses in growing or locating their business in Jefferson County.

SUBTASKS

Team Jefferson Activities will include the following:

1. Working with the appropriate partners throughout the county, including but not limited to: Jefferson County and the City of Port Townsend; workforce development councils; the Port of Port Townsend; community and technical colleges and higher education institutions; export assistance providers; Washington Manufacturing Services; the Washington State Quality Award Council; small business assistance programs; and other federal, state, and local programs to facilitate the alignment of planning efforts and the seamless delivery of business support services within the entire county.
2. Providing information on state and local permitting processes, tax issues, export assistance, and other essential information for operating, expanding, or locating a business in Jefferson County and Washington State.
3. Marketing Jefferson County and Washington State as an excellent location to expand or relocate a business and positioning Washington as a globally competitive place to grow business, which may include developing and executing regional plans to attract companies from out of state.
4. Working with businesses on site location and selection assistance.
5. Providing business retention and expansion services throughout Jefferson County, including business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses.
6. Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington.
7. Providing or facilitating the provision of export assistance through workshops or

one-on-one assistance.

8. Assist in the economic strategic planning of the County as well as other local governments and community organizations as appropriate.
9. Helping to market Jefferson County as an excellent place to locate a business through the following means:
 - a. Reputation and outreach and by being accessible to business interests; and
 - b. Engaging with urban-based organizations to raise awareness of Jefferson County as a place to start a business (e.g., Washington Technology Industry Association (WTIA), Washington Biotechnology & Biomedical Association (WBBA), Northwest Entrepreneur Network (NWEN) and the Alliance of Angels).
10. Participating in economic development planning and research, as follows:
 - a. By being the key point of contact with State departments in identifying, collecting, interpreting and disseminating relevant research and planning efforts; and.
 - b. By providing forums and conduct focus groups with business interests to identify their needs and priorities. Prepare dynamic reports that effectively communicate them to all jurisdictions and the community at large.
11. Working collaboratively with all jurisdictions to gain and maintain adequate knowledge of available sites available and by assist businesses with site selection and development. To this end, Team Jefferson will serve as first point of contact to businesses, referring them, when appropriate to the relevant agency or jurisdiction to obtain permits and licenses.
12. Partnering with other organizations to improve business support services. To this end, Team Jefferson will work with Jefferson County Chamber of Commerce, Port Townsend Main Street, North Hood Canal Chamber of Commerce to identify activities that will be beneficial to economic growth and determine who will take the lead, with the support of all organizations.

Task #2: Support for Regional Economic Research & Planning Efforts

PURPOSE

The purpose of Task #2 is to engage with business, the community and all jurisdictions to develop, maintain, and interpret research and planning efforts throughout Jefferson County.

SUBTASKS

Team Jefferson Activities will include the following:

1. Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinating planning efforts will include, but not be limited to, assisting industry clusters in the region.
2. Participating with the state board for community and technical colleges as created in RCW 30 28B.50.050, and any community and technical colleges in providing for the coordination of the job skills training program and the customized training program within its region.
3. Collecting and reporting data as specified by the contract with the Department of Commerce ("Commerce") for statewide systemic analysis. Commerce must consult with the Washington state economic development commission in the establishment of such uniform data as is needed to conduct a statewide systemic analysis of the state's economic development programs and expenditures. In cooperation with other local, regional, and state planning efforts, Team Jefferson may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information.
4. In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan, consistent with the state comprehensive plan for economic development developed by the Washington state economic development commission.

IV. ASSURING ALIGNMENT

Upon contract approval, Team Jefferson will meet with County staff to identify forthcoming projects and initiatives to leverage their resources to accomplish the following objectives:

- Delineate mutually aligned issues;
- Specify individual priorities for the County; and
- Identify gaps where Team Jefferson can take a role in filling.

V. OUTCOMES & BENCHMARKS

In addition to the tasks outlined above, Team Jefferson will submit annual quantitative information on outcomes to the County (and the other sponsoring jurisdictions) to document the public's return on investment in the program. Such outcomes and benchmarks include, but are not limited to the following:

- Number of workers trained, recruited and placed in jobs;
- Types of jobs and the range of compensation;
- Number and types of businesses that are served;
- Number of jobs created or retained;
- Percentage of jobs created above county annual average wage;
- Number of businesses sited;
- Amount of existing and new tax revenue generated; and
- Any other tangible benefits realized by the Port, County and City, and the workers, businesses and the public.

The semi-annual reports to the Department of Commerce will serve as the mechanism for reporting to the County and other sponsoring jurisdictions, and satisfying the statutory requirements of both RCW 43.330.080 and 53.08.245.

Nothing in this scope of work reduces the specific requirements of RCW.43.330.80 placed upon the ADO by the State of Washington and under whose jurisdiction the Economic Development Council of Jefferson County (Team Jefferson) falls.