

INDUSTRIAL RECRUITMENT AGREEMENT

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contract
monitoring

AGREEMENT is made and entered into this 6th day of Feb 2013, by and between the PORT OF BENTON, a Washington municipal corporation, hereinafter referred to as the "Port," and TRI-CITY DEVELOPMENT COUNCIL, the State's designated Associate Development Organization for Benton and Franklin Counties, hereinafter referred to as "TRIDEC."

It is the intention of the parties hereto to cooperate in the planning and implementation of activities to recruit new basic industry to those portions of Benton County, Washington served by the Port (hereinafter referred to as "Benton County"). The Port acknowledges that TRIDEC has entered into similar agreements with the counties of Benton and Franklin, the cities of Kennewick, Richland, Pasco, and West Richland, and the Port's of Pasco and Kennewick (hereinafter referred to as the "Agencies"). The purpose of this agreement is to outline the commitments of TRIDEC to the Port in consideration of the Port's payment to TRIDEC as hereinafter defined. The agreement shall also define the manner in which the parties will cooperate with one another to implement the program to expand existing industrial employment and recruit new industries.

IT IS AGREED AS FOLLOWS:

REPRESENTATION

The TRIDEC President and CEO is responsible for administering this agreement. The Port of Benton designates the Executive Director as the primary representative for the TRIDEC's industrial recruitment program.

POINTS OF CONTACT

The Port of Benton designates the Executive Director for the urban and rural portions of the port district, and the Executive Director of the Prosser Economic Development Association (PEDA) for the City of Prosser and the Executive Director of the Benton City Economic Development Association for the City of Benton City of the incorporated cities (excluding Richland) as the primary points of contact for the TRIDEC's industrial recruitment program.

PROGRAM STRUCTURE

The TRIDEC President/Chief Executive Officer and Port representative and the Points of Contact will endeavor to maintain effective coordination among themselves and others. They will meet at least quarterly to consult and track progress. The Case Management Group, consisting of the TRIDEC Vice-President for Commerce & Industry and designated staff from the Port, together with representatives of the Agencies, will work together on an on-going basis to market, recruit, qualify, and service prospects.

TRIDEC, in cooperation with the port, will accomplish the following objectives:

WORK PLAN -TRIDEC shall perform economic development programs for the term of this agreement. Services to be provided are detailed in the attached Work Scope, Exhibit "A" and are made part of this Agreement. More specifically, TRIDEC shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for the Port.

In the interest of attracting and growing our community as called for by the Tri Cities Research District (TCRD) Land Use and Marketing Plans, TRIDEC shall promote and enhance the attractiveness of the community by assisting in the development of the TCRD.

Industrial Recruiting Staff - Retain a qualified business recruiting staff to work with the Port in bringing new industry to Benton County and the Port District. The industrial recruiting staff will also annually attend four (4) meetings of the Prosser Economic Development Association (PEDA), and two (2) meetings with the city of Benton City officials. Attend two trade shows within the technology sectors per the work plan with participation by the Tri-Cities Research District (TCRD).

Marketing Plan - Maintain and follow a formal, written plan to market to, identify, recruit, qualify, and service industrial prospects. Focus on target opportunities, including, but not limited to, agribusinesses, technology, research, energy and environmental industries, I-5 Corridor businesses, metal industries, software and computation and back-office/telecommunications businesses. TRIDEC will assist the port district by commenting and advising in the formulation of recruitment materials including, but not limited to, brochures and plans.

Clients Tracking System - Administer a client tracking system to manage and record prospect contacts. Identify target contact opportunities and database information within target areas for inquires for recruitment visits within the TCRD.

Site/Facility Inventory - Develop and administer a data base including the following information industrial sites and facilities available in Benton County for recruited industries: site and structure plans, location, site dimensions and acreage, soil conditions and slope, transportation access, availability of utilities, zoning, neighboring land uses, ownership, and contact person.

Training - Provide effective industrial marketing training to Port agency staff, which comes into contact with industrial prospects.

Measurement - Regularly monitor and report industrial recruiting progress using a mutually agreed measurement system that gauges program effectiveness.

Communications - Through its Internet WEB site, e-mail, printed reports, newsletters, media releases, and briefing sessions, keep the Port and the general public adequately

informed of industrial recruitment activities. Forward the TCRD e-newsletter to appropriate targets within the TRIDEC recruitment database.

Annual Report- The year's industrial recruitment accomplishments and plans for the coming year will be reported at TRIDEC's annual meeting.

Quarterly Meeting with Port Commission - A TRIDEC representative will meet quarterly with the Port Commission to discuss the contract objectives.

HANDLING OF PROSPECT

Business and recruitment activities can begin with contacts originated through the Department of Community, Trade, and Economic Development, hereafter called "CTED" and referred to TRIDEC, directly by TRIDEC, or by a local entity.

Contacts through TRIDEC: The following describes the handling of prospect cases when contact originates at TRIDEC or is referred to TRIDEC by CTED:

TRIDEC will provide general information on the bi-county area and other data requested by the prospect. In response to the Prospect's expressed interests, TRIDEC will also supply names of property owners and Port contacts in Benton County.

If the prospect indicates an interest in specific business locations within Benton County, TRIDEC will notify the Port and property owners, share information gathered, make appropriate introductions, and assist in follow-up marketing as requested.

When a prospect establishes formal discussions with the Port and commits to a site in its jurisdiction, responsibility for managing the contact will be transferred from TRIDEC to that entity. TRIDEC will continue serving as the prospects community advocate and provide assistance as requested.

Contacts at the Local Entity Level: This describes the handling of prospects when the contact originates with the Port, or the Port has assumed responsibility for the case.

The Port relies on TRIDEC to supply a variety of valuable industrial recruitment information and services. When the Port receives a contact inquiry or is managing an industrial prospect and desires support from TRIDEC, it need only request such assistance.

It is not necessary for the entity to divulge the identity of a prospect to TRIDEC unless it elects to do so. If requested assistance requires disclosure of the prospect's identity, TRIDEC will render such assistance while maintaining confidentiality. If the Port determines that dealing with a prospect exceeds its abilities, the prospect will be referred to TRIDEC for further handling.

If the Port and another Agency request assistance with the same prospect, TRIDEC will so advise affected entities. Under this circumstance, the Port and the affected Agencies must mutually agree upon subsequent requests for assistance before it is rendered by TRIDEC.

CLOSING DEALS

The parties hereto recognize shared responsibility in the complicated process of closing deals with industrial prospects. Care will be taken in each instance to properly define the division of authority and responsibilities. Offers on land costs, infrastructure extensions, utility charges, and any other items to prospects shall only be made by the Port.

FINANCIAL COMMITMENT

The Port of Benton will pay TRIDEC **Thirty Five Thousand dollars (\$35,000)** annually payable in 12 equal monthly installments of **Two Thousand Nine Hundred and Sixteen dollars (\$2,916.67)**.

TERM OF AGREEMENT

This Agreement will be effective January 1, 2013, and remain in effect through December 31, 2013. It may be amended at any time by mutual agreement of the parties. Either party may terminate the Agreement at any time without cause. A ninety (90) day written notice to the other party is required to effectuate a termination. In the event of termination during a calendar year, the consideration paid by the Port shall be prorated based on the portion of the year the Agreement was in effect.

SUBSTANTIATION REQUIREMENTS

No later than the 15th of the month of April after the expired term of this agreement and any extensions thereto, TRIDEC shall furnish the Port with a statement, compiled from information from the previous calendar year, setting forth its activities in support of the Port of Benton. The Port shall be afforded the opportunity on reasonable notice to audit the information provided by TRIDEC in such a manner as to not unreasonably interfere with TRIDEC's activities and operations.

PORT OF BENTON



Scott D. Keller, Executive Director

2-6-13

Date

TRI-CITY INDUSTRIAL DEVELOPMENT COUNCIL



Carl F. Adrian, CEO & President

2/4/13

Date