AGREEMENT
FOR
ECONOMIC DEVELOPMENT SERVICES
(County – Kern Economic Development Corporation)

THIS AGREEMENT, made effective this _____ day of _____, 2015, is by and between the COUNTY
OF KERN, a political subdivision of the State of California (hereinafter “County”), and the KERN
ECONOMIC DEVELOPMENT CORPORATION, a California nonprofit 501(c)(3) public benefit
corporation (hereinafter “Corporation”).

WITNESSETH:

WHEREAS, on June 8, 1999, the County adopted a Kern County Economic Development
Strategy; and

WHEREAS, in April 5, 2005, the County adopted a new Economic Development Strategy which
prescribes several key roles for the Corporation; and

WHEREAS, the County and Auxiliary desire to formalize their mutual understanding of each
party’s contributions toward implementing the County’s Economic Development Strategy through
the funding of SBDC; and

WHEREAS, on November 7, 2006 the County and the Corporation executed Agreement #1062-
2006, which terminated on June 30, 2007, that provided for the Corporation to develop and
implement a Countywide economic development program consistent with prior adopted Strategy
and desires the Corporation to continue this program consistent with the new Strategy; and

WHEREAS, as of July 1, 2007, the Corporation has had the staff expertise in six industry clusters
and budget capacity to assist the County in its economic development efforts and wishes to
continue to function as the County’s lead agency for specific economic development activities;
and

WHEREAS, the County and Corporation desire to formalize their mutual understanding of each
party’s contributions toward implementing the County’s Economic Development Strategy which
includes, as of July 1, 2007, the Corporation assuming stewardship of the Economic Development
Strategy; and

WHEREAS, funds were appropriated in the Fiscal Year 2015-16 County budget in the sum of
$175,000 to be used by contracting with the Corporation to provide economic development
activities in support of the County’s Economic Development Strategy.

NOW, THEREFORE, the parties hereby mutually agree as follows:

I. STATEMENT OF PURPOSE

During the fiscal year beginning July 1, 2015 and ending June 30, 2016, Corporation shall collaborate
and cooperate in implementing a comprehensive economic development program that serves the
private and public sector interests. The Corporation shall act as the County’s principal point of
contact for businesses considering locating in the County, and for existing businesses needing
assistance with expansion plans, in accordance with the terms of this Agreement. The Corporation
shall also act in other roles as
recommended in the County’s Economic Development Strategy.

A. This is a performance based contract. In full consideration for all services rendered by Corporation, County agrees to pay and Corporation agrees to accept the sum not to exceed one hundred seventy-five thousand dollars ($175,000). Payments will be made quarterly to the Corporation and will be based on the formulas set forth in Exhibit A of this Agreement, which is attached hereto and made part hereof. Each invoice shall include documentation as to how the requested payment complies with the performance based goals of this Agreement. Payment shall be made within 30 days upon receipt by the County Auditor-Controller’s Office of a valid and proper invoice for payment.

B. Kern Economic Development Corporation shall submit all invoices for payment to the Kern County Administrative Office, 1115 Truxtun Avenue, Fifth Floor, Bakersfield, CA 93301.

None of the funds provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided or property purchased under this Agreement shall be used for the purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

II. THE KERN ECONOMIC DEVELOPMENT CORPORATION

The Corporation is a nonprofit, mutual benefit corporation organized to attract new business and industry to the County, assist existing businesses with their development/expansion plans, maintain comprehensive current data for marketing purposes, support efforts to develop a skilled and experienced labor force, provide guidance to local economic development organizations, and identify and pursue opportunities for growing and diversifying the County’s economy.

A. Activities and Duties. To accomplish the purposes of this Agreement, the Corporation shall implement and maintain an economic development program for the County, cities and unincorporated communities that: 1) is consistent with the County’s Economic Development Strategy; and 2) includes elements designed to attract new businesses, assist existing businesses, and diversity the County’s economic base by focusing on the targeted industry clusters identified in the Strategy. During the term of this Agreement, the Corporation shall:

1) Corporation shall develop and sustain industry cluster group activities for the Value Added Agriculture; Transportation and Logistics; Energy and Natural Resources; Aerospace and Defense; Healthcare Services industry clusters. The Corporation shall use Attachment A to this Agreement, “Cluster Group Functions”, to guide and focus the activities of each cluster group. The Corporation shall assign staff to each cluster group. These staff will organize regular meetings, invite attendees, and ensure cluster group activity documentation. The County Administrative Office and the Employers’ Training Resource Departments shall be notified of and invited to attend all cluster group meetings; other County representatives are to be invited to meetings as appropriate. Specific industry clusters may change during the term of this Agreement. The Corporation shall coordinate and revise its efforts in response to any official change in specified industry clusters.

2) The Kern Economic Development Corporation Board of Directors shall serve as the County’s Comprehensive Economic Development Strategy (CEDS) Committee. The CEDS Committee is responsible for reviewing and recommending projects submitted under the County’s CEDS program for Economic Development Agency (EDA) grant
funding. Project review and recommendation will be performed at the regularly scheduled quarterly Board meetings. Initial project screening and ranking will be performed by KEDC’s executive committee and then presented to the Board as a whole for ratification.

3) Corporation shall conduct targeted marketing and related activities that actively seek out designated industry cluster businesses. The Corporation shall meet with at least twenty such developers in locating or expanding in the County.

4) The Corporation shall directly assist at least 100 existing businesses in the County with resolving business retention issues and/or with their expansion or relocation plans.

5) Corporation shall maintain an inventory of significant industrial and commercial buildings and sites available for sale or lease. The Corporation shall also serve as an information clearinghouse with listing agents of industrial and commercial properties.

6) Corporation shall inform businesses of the County’s Economic Incentive Program and refer the business to the County Administrative Office Department to discuss the Program’s processes and eligibility criteria. The Corporation shall not interpret the County’s Economic Incentive Program to a potential business, verify the eligibility of a business, or estimate the possible amount of an economic incentive award for a business, except to state the maximum potential amount.

7) Corporation shall collaborate with and activity promote the County’s Economic Development Strategy goals to businesses and other organizations in the County and State.

8) Corporation shall maintain and enhance a Kern Economic Development Corporation website that markets the County as a business location and describes the Corporation’s services.

9) Corporation shall maintain regular contact with and perform outreach activities to and impartially serve all communities throughout the County.

10) Corporation shall work with the County Administrative Office to form and sustain the functions of the Strategy Stewardship Group as specified in the Strategy, as amended.

11) Corporation shall conduct at least two advertised public meetings annually at locations other than metropolitan Bakersfield. These meetings will be used to provide regional briefings regarding the Corporation’s economic development efforts. Meeting participants should include the Corporation’s Board of Directors, the Board of Supervisors, economic development organizations from throughout the region, Kern municipalities, members of the Strategy Stewardship Group, and leaders of each Flagship Initiative described in the Strategy.

12) Corporation shall act as liaison on behalf of the County and its communities with the State and the Central California Economic Development Corporation and the “Keystone Group” (southern California coalition of economic development organizations).

13) Corporation shall cooperate with the Board of Trade in its County promotional activities related to tourism, fil commission goals, and efforts to develop a new branding program for the County.

14) Corporation shall provide an annual progress report by October 2015 on the activities required in this Agreement to the Stewardship Group for its regular report to the Board of Supervisors.

15) Corporation shall provide to the County Administrative Office the Corporation’s Annual Work Program and Budget, and any other information that may be required by the County to verify performance by the Corporation pursuant to this Agreement, and to assure efficient and effective use of the resources supplied by the County.

16) Corporation shall seek private funding and grants to support the Corporation’s mission.

17) Corporation shall organize and manage special projects that promote the economic interests of the County.

3
18) Corporation shall work with the County Administrative Office and others, as appropriate, to develop the Finance/Innovation Flagship Initiative recommended in the County Strategy.

B. Corporation’s Role with Joint County/City Jobs Creation Taskforce

In October 2011, public meetings were held by state and local elected officials as part of a joint County/City Jobs Creation Task Force to discuss the issues and concerns most important to local businesses. Several key areas were identified as barriers to success for local business.

Corporation shall be actively involved with the following Task Force initiatives;

1) Facilitate Skilled Workforce. Promote Education and Awareness of Employer Programs. Corporation recently worked with CSUB to complete a comprehensive workforce study. The labor shed study, released in September 2012, provided significant insight into existing workforce inventory as well as identified the current and future “gaps” which will help regional training providers better meet the needs of local employers.

In April 2013, Kern EDC hosted the Kern County Workforce Development Roundtable. The purpose of the forum was to bring together both educational and business interests to candidly discuss the specific workforce development training programs and other system-wide components that are necessary to allow Kern County to compete in the new economy. This roundtable primarily focused on the skill set requirements in the following industry sectors: transportation and logistics, value-added agriculture, energy, and advanced manufacturing.

2) Create Jobs Incubators by Leveraging and Accessing Existing Programs. Corporation shall continue to partner with the Kern County Administrative Office, the Planning and Community Development Department, and CSUB’s Small Business Development Center to explore the feasibility, options and best practices for implementing an incubator program for the region.

3) Concerted effort to Brand Region as Business-Friendly Environment. Corporation shall continue to promote the Bakersfield-Kern County region as a business friendly destination. Corporation will help create marketing collaterals to help shape the region’s brand image and to enhance business recruitment activities. Corporation shall partner in this collaborative effort with the Kern County Administrative Office and Board of Trade.

This newly formed strategic partnership created a regional (bi-monthly) Kern Business Journal in 2012. In addition to serving as an important recruitment tool that will attract investors, the journal of commerce will also inform local businesses about the local trends and potential business opportunities.

C. Board of Directors. The Corporation’s Board of Directors shall be Countywide in representation and consist of, up to:

Five members representing the public education system;
Two members appointed by the Kern County Board of supervisors;

One member appointed by the Board of Trade;

Six members of Kern County municipalities; and

Twenty-four members representing the private sector.

D. Fiscal Year. The Corporation shall operate on a fiscal year that commences on July 1 and ends June 30.

E. Staffing. The Corporation shall employ, at Corporation's expense, qualified employees sufficient to provide the services required by this Agreement. All wages, employee benefits, federal, State and local taxes and withholding for such employees shall be the full and exclusive liability of the Corporation, which shall comply with all laws and regulations governing their employment, including, but not limited to, the provision of Workers' Compensation insurance.

F. Independent Contractor. In performance of all services under this Agreement, the Corporation shall be an independent contractor and shall not be deemed the partner, agent, or associate of the County.

III. COUNTY SUPPORT

A. The County shall provide the Corporation with funding as provided in Exhibit A of this agreement not to exceed $175,000. The Corporation is also engaged in an effort to raise additional revenue for its operation through the private business contributions and grants.

B. Subject to the provisions of existing agreements between the County and certain businesses for economic incentives, the Corporation will receive 10% of the amounts awarded under the County's former Economic Incentive Policy. The Corporation's eligibility to receive a percentage of the funding through the County's former Economic Incentive Policy shall require that a finding by the Board of Supervisors was made regarding a demonstrated nexus between the Corporation's recruitment and promotional activities and the location or expansion in the County of the business awarded economic incentives. The Corporation shall receive payment of such amounts in the same manner as provided for under the agreement between the County and the business awarded economic incentives. The Corporation shall receive payment of such amounts in the same manner as provided for under the agreement between the County and the business awarded economic incentives. Payments provided for in this paragraph to the Corporation are conditioned on the Corporation's compliance with; the provisions of this Agreement, and are subject to modification and annual appropriation by the Board of Supervisors.

C. The County shall undertake the following activities in collaboration with the Corporation:

1. Promote tourism and Kern County film locations; and
2. Coordinate/pursue recommendations of the County’s Economic Development Strategy; and
3. Respect and adhere to the Corporation's confidentiality practices to the extent permitted
by law applicable to public entities.

D. In direct support of the Corporation and its activities the County shall supply the Corporation the following:

1. Access to all of its public reports, studies, information (including full access to GIS and AirPhoto maps), and data relating to demographics, business, industry, and other data helpful to the Corporation; however, the County reserves the right to charge for multiple copies of documents pursuant to established per copy rates;

2. Reasonable assistance, as determined by the County, in developing the statistical information needed by the Corporation to perform its activities (all information thus developed shall be public information);

3. In-kind office space in a County facility for Corporation’s use, the size and location of which shall be as determined by the County. All improvements made and affixed to the premises shall become the property of the County; and

4. In-kind services to include reasonable, as determined by the County, custodial, maintenance, and utilities (exclusive of telephones and postage) associated with the use of the County-provided office space.

IV. TERM OF AGREEMENT

A. The Agreement shall remain in full force and effect through June 30, 2016 unless otherwise modified or terminated as provided herein.

B. At the end of the term of this Agreement, or upon termination of the County’s participation in this Agreement, Corporation shall, at the request of the County, immediately vacate County premises and immediately remove all of its property there from.

C. On or before June 1, 2016, the parties shall review the results of the efforts undertaken pursuant to this Agreement and determine whether it is feasible and beneficial for both parties to extend the term of this Agreement or enter into a new agreement.

V. RECORDS MAINTENANCE

The Corporation agrees to maintain and make available to the County accurate books and records relative to all activities under this Agreement. The Corporation shall permit the County to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. The Corporation shall maintain such data and records in an accessible location and condition for a period of three years from the date of termination of this Agreement or any extension thereof, or until after conclusion of any audit, whichever occurs last.

VI. TERMINATION

A. If the Corporation fails to adequately perform the activities and duties described in Section II herein, this Agreement may be terminated with 30 days written notice by the County to the Corporation. Upon termination for cause the Corporation shall refund County’s contribution, on a pro rata basis, for the unexpired term of the Agreement, i.e. $8,333 per month for each month remaining under the Agreement.
C. Either party may terminate this Agreement, without cause, upon 90 days written notice. Upon termination, the Corporation shall refund the County's contribution, on a pro rata basis, for the unexpired term of the Agreement.

VII. PARTY'S LIABILITY

A. Each party shall be liable only for its own debts, liabilities, and obligations. No party shall be liable in any way for the debts, liabilities, and obligations of any other party. County shall be liable only for its employees and damages arising from their acts. Corporation shall be liable only for their employees and damages arising from their acts.

B. Except as explicitly provided for by this Agreement, no debt, liability, or obligation of any one party to this Agreement shall constitute the debt, liability or obligation of the other party to this Agreement.

It is understood that the Corporation, in the performance of any and all duties under this Agreement, have no authority to bind County to any agreements or undertakings with respect to any and all persons or entities with whom the Corporation deals in the course of meeting their obligations under this Agreement.

VIII. INDEMNIFICATION

The Corporation agrees to indemnify, defend and hold harmless the County and the County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by the County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of the Corporation or the Corporation's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of the County; and any Workers' Compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of the Corporation by any person or entity.

IX. INSURANCE

Corporation, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Corporation's actions in connection with the performance of Corporation's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Corporation shall not perform any work under this Agreement until Corporation has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (hereinafter "ITS") via e-mail to COK@insuranceetracking.com or via fax to (562) 513-5461. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Corporation shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and
their company to the coverage, limits and termination provisions shown thereon. The Corporation shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Corporation shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Corporation or County as an additional insured.

A. Workers’ Compensation and Employers Liability Insurance Requirement. In the event Corporation has employees who may perform any services pursuant to this Agreement, Corporation shall submit written proof that Corporation is insured against liability for workers’ compensation in accordance with the provisions of section 3700 of the California Labor Code.

Corporation shall require any sub-contractors to provide workers’ compensation for all of the subcontractors’ employees, unless the sub-contractors’ employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Corporation shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Corporation shall also maintain employer’s liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

1. Corporation shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

   (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Auxiliary’s performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Auxiliary/SBDC shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) aggregate.

   (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each occurrence.
2. The Commercial General Liability and Automobile liability insurance required in this sub-paragraph B. shall include an endorsement naming the County and County’s board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. Any self-insured retentions in excess of $100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.

4. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Corporation, at Corporation’s option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Corporation shall be maintained until the completion of all of Corporation’s obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Corporation shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Corporation in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Corporation shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Corporation is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Corporation, as the case may be, shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Corporation is equivalent to the above-required coverages.

F. All insurance afforded by Corporation pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the
County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Corporation for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Corporation to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Corporation. County, at its sole option, may terminate this Agreement and obtain damages from Corporation resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Corporation, County shall deduct from sums due to Corporation any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Corporation pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Corporation agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Corporation of its obligation to obtain and maintain the insurance coverages required by this Agreement.

X. MERGER AND MODIFICATION

This Agreement contains the entire agreement between the parties with respect to the services specifically described herein and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by the Board of Supervisors and signed by all parties.

XI. ASSIGNMENT

This Agreement shall not be assigned by any of the parties hereto either in whole or in part, without the written consent of the Board of Supervisors and the Corporation.

XII. PLEDGE

Each of the parties hereto pledges its cooperation to the other parties hereto in the accomplishment of the purpose of this Agreement.

XIII. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portion or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

XIV. WAIVER OF DEFAULT

No covenant or condition of this Agreement can be waived except by the written consent of the County. Forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by CORPORATION. County shall be entitled to invoke any remedy available to the County under this Agreement or by law or in equity despite said forbearance or
indulgence.

XV. FORUM

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by the laws of the State of California. The parties hereto acknowledge that this Agreement was entered into and shall be performed in Kern County and, therefore, agree that if either party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement or which relates to this Agreement in any manner, the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XVI. TIME

Time is of the essence in this Agreement.

XVII. HEADINGS

All paragraph or section captions are for reference only and shall not be considered in construing this Agreement.

XVIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by registered mail or personal service upon the other party. When served by registered mail, service shall be conclusively deemed to be made three (3) days after deposit with the United States Postal Service (postage prepaid) addressed to the party to whom such notice is to be given as follows:

Notice to County shall be made to:

    Clerk of the Board of Supervisors
    1115 Truxtun Avenue, 5th Floor
    Bakersfield, CA 93301

Notice to Corporation shall be made to:

    Mr. Richard Chapman
    Kern Economic Development Corporation
    2700 M Street, Suite 200
    Bakersfield, California 93301

XIX. BINDING EFFECT

The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties of the contract and their heirs, administrators, executors, personal representatives, successors and assigns.

XX. CORPORATE AUTHORITY

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity in accordance with its terms.

XXI. EQUAL OPPORTUNITY PROVISIONS
During the term of this Agreement, the CORPORATION shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The CORPORATION shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, ancestry, age, or national origin.

XXII. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

XXIII. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Corporation agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof.

XXIV. NO THIRD PARTY BENEFICIARIES

This Agreement is made for the sole benefit of the parties hereto and their successors and assigns, and no other persons shall have any right of action hereon.

XXV. BROWN ACT PROVISIONS

The CORPORATION shall conduct all business in accordance with the Ralph M. Brown Act (Government Code Section 54950 et. seq.).
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers and agents.

COUNTY OF KERN

By: __________________________
    David Couch, Chairman
    Board of Supervisors

“County”

APPROVED AS TO CONTENT:
County Administrative Office

By: __________________________
    John Nilon
    County Administrative Officer

KERN ECONOMIC DEVELOPMENT CORPORATION

By: __________________________
    Rob Duchow, Board Chairman
    Kern Economic Development Corporation

“Corporation”

APPROVED AS TO FORM:
Office of County Counsel

By: __________________________
    Gurujodha Khalsa
    Chief Deputy County Counsel
COUNTY will pay Kern EDC the annual amount of $100,000 (or $50,000 semi-annually) for serving as the designated steward of the County’s Economic Development Strategy and the ombudsman for prospects considering a location within Kern County. This representation/contact role enables the EDC to efficiently and effectively respond to and initiate leads, qualify those leads, and arrange site visits, as required by their performance measures outlined below. In addition, the County will pay up to 75,000 based on the formulas for qualifying leads, site visits, and new jobs created for a total not to exceed $175,000. The funding under the FY 2015-2016 agreement will allow Kern EDC to implement a county-wide visitation program. As specified in the existing (2014-2015) contract, Kern EDC staff will annually execute an extensive, Business Retention and Expansion (BRE) program focused on the county’s five emerging and established industry sectors.

COUNTY will pay Kern EDC the following amounts for accomplishing the outcomes outlined below:

1. QUALIFYING LEADS: $500 for each qualified lead, up to $50,000 (100 Qualified Leads).

A qualified lead constitutes in-depth technical assistance which includes follow-up services. These clients will have received significant workforce development, permitting, financial, siting or marketing assistance. In addition, there is a strong likelihood that the client will expand within or relocate to the County.

2. SITE VISITS: $2,000 per site visit and follow up report to COUNTY, up to $40,000 (20 site visits).

Note: Items 2 & 3 (above) have a total $90,000 allocated which can be earned by any combination of working with new or retention/expansion businesses. The total amount is available to compensate Kern EDC for over-achievement of one class of visits, as opposed to the other, since both lead to jobs.
3. **NEW JOBS CREATED IN EXCESS OF 750**

A sliding scale shall be used to reward additional net new jobs when the KEDC’s goal is achieved (750 new jobs created, and/or saved by the EDC/COUNTY team is the base). The bonus schedule is:

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<thead>
<tr>
<th># JOBS CREATED</th>
<th>% GOAL</th>
<th>BONUS (Incremental)</th>
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</thead>
<tbody>
<tr>
<td>750-1,000</td>
<td>Up to 133%</td>
<td>$20,000</td>
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<tr>
<td>1,000-1,250</td>
<td>Up to 167%</td>
<td>$40,000</td>
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<tr>
<td>1,250-1,500</td>
<td>Up to 200%</td>
<td>$60,000</td>
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<tr>
<td>1,500+</td>
<td>200% +</td>
<td>$80,000</td>
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