AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only (X) Action

FROM (DEPT/ DIVISION): Community Development Department

SUBJECT: County-wide Economic Benefits Analysis

Background: The Economic Development Program seeks Board of Commissioners approval to enter into a contract with FCS Group for the development of a county-wide Economic Benefits Analysis. A detailed Scope of Work is attached. Information generated through the analysis will be compiled into a report that will support county economic development initiatives. Requested Action: Authorize contract with FCS Group in the amount of \$6,000 for the development of a county-wide Economic Benefits Analysis.

<u>ATTACHMENTS</u> : Proposal Letter and Sco	ope of Work from FCS
Date: (03/26/24) Submitted By: Rol	bert Waldher, Community Development Director
*********For Checkoffs:	Internal Use Only********
() Dept. Head (copy)() Human Resources (copy)() Fiscal	To be notified of Meeting: Robert Waldher
() Legal (copy) () (Other - List:)	Needed at Meeting: Robert Waldher
************	**********
Scheduled for meeting on: April 3, 2024	
Action taken:	
**************************************	**********



March 20, 2024

Umatilla County

Attention: Robert Waldher, RLA

Director

Umatilla County Community Development Department

216 SE 4th Street | Pendleton, OR 97801

Subject: Umatilla County Economic Impact Proposal

Dear Robert:

This letter proposal describes our qualifications and approach for preparing a regional economic impact analysis and business clusters analysis for Umatilla County. In recent years, FCS GROUP has successfully completed the following relevant economic and fiscal impact assessment projects:

- Umatilla Electric Cooperative Regional Economic and Community Benefits Analysis, 2022
- Walla Walla Regional Housing Action Plan and Fiscal Impact Analysis, 2021
- Port of Hood River, Bridge Replacement Economic and Financial Analysis, 2021
- City of Moscow (ID), Transportation Economic Cost Benefit Analysis, 2019
- City of Salem, Gilchrist Corridor Benefit Cost Analysis, 2022
- Clark County (WA) Discovery Corridor Land Use and Economic Analysis, 2020
- Vancouver (WA) Heights District Benefit Cost Analysis, 2024

Proposal Summary

This proposal includes details regarding our proposed approach, management plan, and schedule.

- **Proposed Work Scope.** FCS GROUP will build upon the proven economic modeling work we have completed for clients throughout the Pacific Northwest, as well as prior economic and financial analysis we have conducted within Northeast Oregon. Our proposed work scope is provided in **the attached Proposal Exhibit A.**
- Management Plan. Our proposed senior staff members (Todd Chase and Tim Wood) have managed several similar projects throughout Oregon and the Pacific Northwest. For this assignment, I will serve as principal-in-charge with Tim Wood serving as project manager. We both shall be assisted by analysts and support staff in our Oregon and Washington offices, as needed. As an FCS GROUP principal/economist/partner with over 36 years of experience, and with 34 staff to address your needs, we are committed to managing this effort.
- **Schedule.** Our proposed schedule includes completion of Tasks 1-5 within 120 days of notice to proceed. All project work activities shall be completed no later than June 30, 2024.
- **Budget.** Not to Exceed \$6,000. All work will be billed monthly based on time and materials using the labor fee schedule provided in the **Attached Proposal Exhibit B**.



We look forward to modifying this scope of services, budget and schedule to meet your needs. Your signature below will allow us to get started with the work described herein, as we solidify the professional contract.

professional contract.	e work described herein, as we solidily the
Sincerely,	
FCS GROUP Todd Chase, ACIP, LEED ^{AP} Principal (503) 313-6360 ToddC@fcsgroup.com	Legal Name: Financial Consulting Solutions Group, Inc dba FCS GROUP 7525 166 th Ave NE, Ste D215 Redmond, WA 98052 (425) 867-1802 ph
AUTHORIZATION TO PROCEED:	(name/date)

PROFESSIONAL SERVICES AGREEMENT BETWEEN

Umatilla County

216 SE 4th Street | Pendleton, OR 97801

AND

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

Redmond Town Center 7525 – 166th Ave. NE, Suite D-215 Redmond, Washington 98052

PROJECT: Economic Impact Analysis - 2024

This **Professional Services Agreement ("Agreement")** is entered into and effective as of _______, 2024 by and between **Umatilla County ("Client")** and **Financial Solutions Group, Inc. ("FCS Group")**. Client and FCS Group may be referred to herein individually as a "**Party**" and collectively as the "**Parties."** This Agreement contains all understandings between the Parties regarding the professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Exhibits which are attached and incorporated by reference and which, taken together, shall constitute the whole Agreement.

Exhibit A - Scope of Work and Task Plan
Exhibit B - FCS GROUP Fee Schedule



SECTION I: RELATIONSHIP OF THE PARTIES

Client desires to retain FCS Group and the professional services FCS GROUP hereby agrees to provide Client with the consulting services as described in Exhibit A ("Services"). All Services shall be performed under the supervision of FCS GROUP's representative, Todd Chase, or a designee or designees identified in writing by FCS GROUP to Client.

The Parties intend that an Independent Contractor/Client relationship will be created by this Agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of Client for any purpose. FCS GROUP shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this Agreement.

This Agreement shall inure to the benefit of and be binding upon successors, assigns and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

- **1.** <u>Scope of Work</u>: FCS GROUP shall perform the Services for Client as defined in Exhibit A of this Agreement.
- **2.** <u>Time for Completion</u>: The Services shall be completed by FCS GROUP in compliance with the following schedule:

Notice to Proceed: On or before April 1, 2024

Completion of Draft Findings: On or before June 1, 2024 **Completion of Final Report**: No later than June 15, 2024

If FCS GROUP is delayed in the performance of Services by conditions which are beyond their control, or by a material change in the scope of work, the schedule showing time for completion may be revised without penalty upon FCS GROUP, provided that Client provides written approval. Any revision to schedule by Client shall be submitted in writing to FCS GROUP for consideration by FCS GROUP, and shall not be valid unless approved in writing by FCS GROUP.

3. <u>Payment</u>: FCS GROUP agrees to perform the Services as set forth in Exhibit A at a cost not to exceed \$6,000. It is understood that FCS GROUP will not exceed this amount without Client's prior written authorization.

Total amounts invoiced and payable shall not exceed the above limit. As soon as practicable following the end of each calendar month, FCS GROUP shall invoice Client for all work completed during such month based on the fee schedule provided in Exhibit B. Client shall pay each invoice received from FCS GROUP by the later of the 15th day of each calendar month or ten (10) business days following Client's receipt of the invoice. Client shall receive a Form 1099 at the end of each year and Client shall be solely responsible for reporting and paying any taxes due on compensation received under this Agreement.

4. <u>Supplemental Agreements</u>: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope of work and associated costs and payment.

- **5.** <u>Work to be Accomplished</u>: All Services will be performed under the direction of the FCS GROUP Representative or his/her Designee.
- **6.** <u>Termination</u>: This Agreement may be terminated by either Party upon written notice of such termination no fewer than five (5) days in advance of the effective date of said termination. If the Agreement is terminated before completion, FCS GROUP shall be paid for the Services satisfactorily completed to date on the basis set forth in Paragraph 3. Upon receipt of a notice of termination, FCS GROUP shall cease performing the Services and take all reasonable measures to mitigate additional fees to Client.
- **7.** <u>Insurance</u>: FCS GROUP shall maintain the following insurance coverages and minimum limits throughout the performance of Services under this Agreement. Client shall be named as an additional insured on all such policies and a certificate documenting this status shall be provided to FCS GROUP, and in addition directly to the Client if requested.

General Liability \$500,000 per occurrence

\$1,000,000 aggregate

Professional Liability \$1,000,000 per occurrence

8. <u>Indemnity</u>: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP shall indemnify and hold harmless the Client, its directors, officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of FCS GROUP, or of those for whom FCS GROUP is legally liable, which arise out of FCS GROUP's performance of its Services under this Agreement.

- **9. Nature of Services:** All reports, documents, files, media, or other written materials ("Written Work") created, developed, or produced by FCS GROUP in connection with the Services shall be and remain the property of Client and belong exclusively to Client. FCS GROUP agrees to assign and transfer all of its right, title and interest in such Written Work to Client without restriction or limitation upon its use or dissemination. Client does not under this Agreement acquire any ownership rights in or to any software, documentation, tools, techniques, methodologies, or other material which has not been created as part of the Services and which is proprietary to FCS Group or third parties.
- **10.** <u>Integrated Agreement</u>: This Agreement together with Exhibits, represents the entire and integrated agreement between FCS GROUP and Client and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both Client and FCS GROUP.
- 11. Equal Opportunity: FCS GROUP will provide equal opportunity for its employees on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

12. Notices: Notices to Client shall be sent to the following address:

Umatilla County

Attention: Robert Waldher, RLA

Director

Umatilla County Community Development Department

216 SE 4th Street | Pendleton, OR 97801

Tel: 541-278-6251

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.

Attention: Todd Chase, Principal 5335 Meadows Road Suite 330 Lake Oswego, OR 97035

- **14.** <u>Confidentiality</u>: The Parties agree to retain and withhold from publication certain information and data classified as "confidential."
- **15.** Governing Law: The laws of the State of Oregon shall govern as to all matters arising under or relating to this Agreement.
- **16.** <u>Counterparts:</u> This Agreement may be executed by electronic signature and in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be on and the same document.

IN WITNESS WHEREOF, the Partic	es hereto have executed this Agreement as of theday of
Umatilla County	FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

Todd Chase
Principal

Date: ______ Date: ___ 3/21/2024

UMATILLA COUNTY REGIONAL ECONOMIC IMPACT ANALYSIS

EXHIBIT A: SCOPE OF WORK AND TASK PLAN

EMERGING TRENDS UPDATE

Task 1. Project Management and Coordination

FCS GROUP's project manager will be available to participate in monthly work progress meetings via teleconference, including project teleconferences with Umatilla County representatives.

We will conduct a Phase 1 kick off teleconference to obtain data and confirm draft assumptions that will be used in the analysis. Following the kickoff meeting, FCS will contact County planning staff and Business Oregon staff to document major public and private investments within the Umatilla County study area.

Task 2. Emerging Trends

FCS GROUP will compile information (data) furnished by Umatilla County and local cities, and the State of Oregon to ascertain trends with respect to existing and planned major capital facility investments; and related business activities within the study area. We will provide a Powerpoint presentation that summarizes most recent data pertaining to:

- Regional and local population growth trends and forecasts
- Regional and local employment growth trends and forecasts
- Income levels and socio-economic characteristics
- Labor force, employment and unemployment rates
- Existing and emerging industry employment clusters
- Housing prices and sales activity levels
- Recent and planned public and private business investment activity

Findings shall be tabulated and analyzed using table and charts and incorporated into the Powerpoint summary presentation.

ECONOMIC IMPACT REPORT

This task will include a summary of local and regional employment, GDP, income, labor compensation, and state and local tax impacts, based on the analysis of business employment and spending activities.

Task 3. Economic Impacts

Using input from Tasks 1 and 2 along with the most current available IMPLAN modeling data, FCS GROUP will analyze the current economic and fiscal benefits attributed to businesses and public entities within Umatilla County. The analysis will further incorporate findings using the IMPLAN model to determine levels of:

- Direct, indirect and induced employment, labor compensation, proprietor income, and labor compensation;
- Annual contributions to regional and State of Oregon GDP;
- State and local tax benefits and those related to indirect economic activity;



• Summary of Umatilla County business clusters;

Task 4 Economic Impact Report

FCS GROUP will provide an Economic Impact Report as a White Paper that includes the results of the analysis and comparisons with prior economic impact findings, along with all supporting technical research, analysis and stakeholder input.

The Economic Impact Report will include the following:

- 1. Executive Summary
- 2. Introduction
 - A. Role of Umatilla County within the Region and State
 - B. Umatilla County's Contribution to the State of Oregon
- 3. Demographic Overview
- 4. Economic Overview
- 5. Economic Impact Assessment Methodology
 - A. Use of IMPLAN
- 6. Economic Impacts
 - A. Direct, Indirect and Induced Impacts
 - B. Employment, Payroll, Taxes,
 - C. Economic Output
 - D. Gross Domestic Product
 - E. Existing and Emerging Industry Clusters
- 7. Fiscal Impacts
 - A. Revenue from Property and Income Taxes and Franchise Fees
 - B. Summary of fiscal impacts (direct and indirect jobs, income and tax revenues).

FCS GROUP will also prepare and present an *MSPowerpoint* presentation that summarizes all key findings.

Schedule

We are able to initiate this work immediately upon notice to proceed, and shall complete the work plan within 90 days of notice to proceed or by June 30, 2024.

Fee/Budget Proposal

The proposed budget will enable FCS GROUP to utilize the most recent data available (years 2022-2023) from the State of Oregon along with prior IMPLAN model (2021) to determine economic and fiscal benefits.



Our estimated labor cost is not to exceed \$6,000. No direct travel expenses shall be incurred within this work scope or budget. All labor shall be billed monthly based on the hourly rates shown in Exhibit B.

EXHIBIT B: FEE SCHEDULE

LABOR i

POSITION/TITLE		BILLING RATE
Principals	Standard Rate	\$295
Project Consultant	Standard Rate	\$225
Senior Analyst	Standard Rate	\$165
Analyst	Standard Rate	\$155
Administrative and Technical Support		
Administrative Support		\$95

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

Not Applicable

ⁱ Litigation rates are 150% of standard hourly rates for Services in support of litigation, settlement negotiations, arbitration and/or mediation processes.