

RESOLUTION NO. 2016-02

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF BENTON CITY AND THE BENTON CITY ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, it is a public purpose for all cities to engage in economic development programs, and in addition, pursuant to RCW 35.21.703, cities may contract with nonprofit corporations in furtherance of State and Federal acts relating to economic development; and

WHEREAS, the Benton City Economic Development Council (BCEDC) is a nonprofit corporation created for the purpose of developing and promoting economic development in the greater Benton City areas of Benton County, with the objectives of: (1) maintaining and strengthening a sound and healthy economic climate; (2) sponsoring aggressive programs of work and services; (3) providing leadership and coordination in solving economic development problems; and (4) fostering membership of individuals, groups and organizations who share the goals of the BCEDC; and

WHEREAS, the BCEDC has for several years, by contract for services, promoted economic development within and around Benton City;

WHEREAS, the City has determined that it is appropriate to enter into another agreement with BCEDC for the year 2016 to provide continuing services to the City for economic development programs within the City limits of Benton City NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Services Between the City of Benton City, Washington, and the Benton City Economic Development Council, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

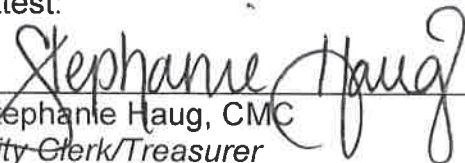
ADOPTED this 2 day of February, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 2 day of February, 2016.

Resolution 2016-02 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 2 day of February, 2016.




Linda Lehman
Mayor

Attest:



Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:



38757
Kerr Law Group
City Attorney

**2016 AGREEMENT FOR SERVICES
BETWEEN THE CITY OF BENTON CITY, WASHINGTON
AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT is entered into this ____ day of February, 2016, by and between the City of Benton City, a Washington Municipal Corporation ("*City*") and the Benton City Economic Development Council ("*BCEDC*"), a nonprofit Corporation of the State of Washington.

WHEREAS, it is a public purpose for all cities to engage in economic development programs and, in addition, pursuant to RCW 35.21.703, cities may contract with nonprofit corporations in furtherance of State and Federal acts relating to economic development; and

WHEREAS, *BCEDC* is a nonprofit corporation created for the purpose of developing and promoting economic development in the greater Benton City areas of Benton County, with the objectives of: (1) maintaining and strengthening a sound and healthy economic climate; (2) sponsoring aggressive programs of work and services; (3) providing leadership and coordination in solving economic development problems; and (4) fostering membership of individuals, groups and organizations who share the goals of *BCEDC*; and,

WHEREAS, the *City* has determined that it is appropriate to enter into an agreement with *BCEDC* to provide certain services to the *City* for economic development programs within the *City* limits of Benton City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained, it is hereby agreed between the parties as follows:

1. The schedule of economic development services, which *BCEDC* shall provide to the *City* pursuant to this Agreement, shall be as set forth on the Annual Work Plan (attached hereto as Exhibit A). Deliverables identified in the Plan shall be transmitted by *BCEDC* to the *City* as they are completed for *City* review and acceptance.
2. A designated *BCEDC* representative shall be available at least monthly at a regular City Council meeting to report on projects and coordinate with the *City* for implementation of the annual Work Plan. In addition, the designated representative of the *BCEDC* shall present to the City Council, at a regular City Council Meeting on a quarterly basis a written report to the City Council of the performance by *BCEDC* of the services set forth in the Annual Work Plan which are the basis of the quarterly invoice, and to receive further direction or information from the *City*.
3. The parties by mutual agreement may amend or modify the Work Plan to accommodate changes in circumstances, which may make it desirable to change the manner in which the goals and objectives of the parties may be accomplished. Either party may propose a modification of the Work Plan and the other party agrees to consider the proposal in good faith and respond promptly.
4. This Agreement shall be for a period of one (1) year commencing on the 1 day of January, 2016, and ending on the 31st day of December, 2016, unless earlier

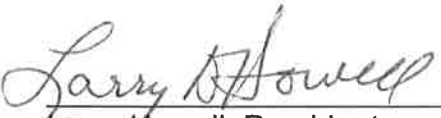
terminated with or without cause by either party upon giving ninety (90) days advanced written notice to the other.

5. In consideration of the performance of services specified in this Agreement, the *City* shall pay to *BCEDC* for progress payments for those services provided in the Annual Work Plan for 2016 in an amount not to exceed Forty Thousand Dollars (\$40,000.00) to be paid quarterly upon invoice containing a detailed statement of services performed, monthly meeting minutes, and a monthly treasurer's report. First invoice shall be submitted on or by April 1, 2016; invoice for second quarter shall be submitted by July 1, 2016; third quarter submitted by October 1, 2016; and the final invoice shall be submitted by December 31, 2016. *BCEDC* shall maintain accurate financial records of its work relating to this Agreement and its use of funds paid by the *City* and to make the financial records available to the City Clerk, the City Council, and/or the State Auditor for a period of five (5) years. If the amount of funds exceeds the work performed, the *BCEDC* will return any unearned funds to the *City*.
6. The *City* and the *BCEDC* agree not to disclose confidential documents and other records relating to this Agreement unless mutually agreed upon by the *City* and the *BCEDC*, subject, however, to the Open Public Records laws of the State of Washington, RCW 42.56.
7. *BCEDC* agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable Federal or State law or regulation in rendering the services of this Agreement.
8. The relationship of *BCEDC* is that of an independent contractor to the *City* and no other relationship is created hereby, nor is *BCEDC* authorized to act as an agent of the *City*, nor bind the *City* for any purposes.
9. *BCEDC* agrees to defend, indemnify and hold the *City*, its officers, employees, agents and assigns harmless from and against any and all liability, claims, damages, losses, costs, charges or expenses, whether to persons or property, including any costs, expenses, or attorney fees in defense of any claims therefore, which the *City* may incur by reason of any act, action, neglect, omission or fault on the part of *BCEDC* in the performance of this Agreement. In the event any of the services provided under this Agreement are subcontracted to other providers, that agreement shall be in writing, and shall include a release of the *City* against all claims and damages, executed by the subcontractor requiring such subcontractor shall defend, indemnify, and hold the *City* harmless from all claims and damages that may arise from their performance of the subcontract.
10. For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, interpretation, or breach of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute. In the event the dispute cannot be resolved by agreement of the parties or by mediation, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Benton County, Washington; the laws


of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and costs.

11. All documents and other work product prepared pursuant to this Agreement will become the property of the *City* upon delivery to the *City*. The *City* will have full authority to use, reuse and modify the documents without limitation by *BCEDC* nor additional compensation.
12. From time to time, changes may be requested to this Agreement. Any such changes that are mutually agreed upon by the *City* and *BCEDC* shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

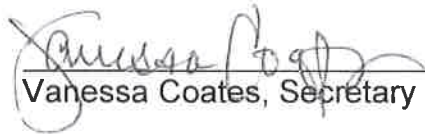
**BENTON CITY ECONOMIC
DEVELOPMENT COUNCIL**

By: 
Larry Howell, President

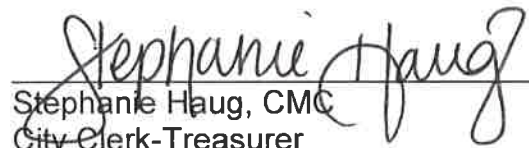
CITY OF BENTON CITY

By: 
Linda Lehman, Mayor

ATTEST:


Vanessa Coates, Secretary

ATTEST:


Stephanie Haug, CMC
City Clerk-Treasurer

APPROVED AS TO FORM:


Kerr Law Group, City Attorney

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

RECEIVED

DEC 31 2015

BY:.....

2016 Work Plan

Benton City Economic Development Council

P.O. Box 1038 · 513 Ninth St. · Benton City, WA 99320
· bcedc@bentonrea.com
· www.bentoncityedc.org

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

City of Benton City
Benton City Chamber of Commerce

Partners
Port of Benton
Port of Kennewick
Benton County

Benton REA
Benton PUD

Coordinator
Randal Advisory Services, LLC

2016 Officers
Larry Howell, President
John Haakenson, Vice President
Vanessa Coates, Secretary
Lorna Deckert, Treasurer

2016 Work Plan

The 2016 Work Plan serves to advance the Benton City Economic Development Council's mission to expand existing and recruit new businesses to enhance employment opportunities, diversify the local tax base, and create a self-reliant service sector while maintaining Benton City's unique country atmosphere. BCEDC's successes contribute to the overall economic development of our program area and the region, and improve the quality of life of area residents. This mission is accomplished through community partnerships with government, business, industry, and individuals who commit time and resources to the cause.

In 2016, BCEDC will continue to build upon past successes while looking to the future and working to establish Benton City's place in a competitive economic climate. The 2016 Work Plan will focus on five key areas:

1. Business Development
2. Marketing Benton City
3. Community Revitalization
4. Promotion of Greater Benton City
5. Organizational Development and Administration

The following sections of this work plan will briefly outline each of these key areas including tasks necessary to accomplish identified objectives.

Business Development

Building a unified, healthy business community offering a good consumer-driven mix of goods and services in Benton City encourages residents and visitors to make more local purchases, thereby supporting local merchants and boosting sales tax revenue. Currently, the majority of consumer spending by Benton City residents is external. Goals:

- Continued recruitment of new businesses
- Encourage retention and growth of existing businesses

BCEDC will focus on the following projects to support business development within Benton City and its greater community:

1) Consult with the City Council and Mayor of Benton City

2) Support the Existing and Emerging Business Community:

- A. Consult closely with strategic entrepreneurial support partners.
- B. Investigate potential funding sources.
- C. Investigate public/private resources for businesses such as Business Incentive Districts, Tax Increment Financing, B&O Tax Credits, and micro-loan programs
- D. Provide basic business workshops and seminars to assist current and potential business owners with relevant issues when requested
- E. Support and promote efforts to clean, beautify, and upgrade common areas in the downtown core.

3) Support and Promote Development of the I-82 Business District:

The I-82 interchange is the primary gateway to Benton City and the Red Mountain American Viticulture Area (AVA). The approximately 460-acre area included in Benton City's Urban Growth Area (UGA) and designated as a future business park affords the city unique opportunities to capitalize on the expanding wine and tourism industries. With good highway visibility and ready access to rail and freeway transport, this area offers excellent potential for development of visitor services, ancillary services for the winery industry, and other light industry.

4) Information, Referral, and Business Assistance:

BCEDC has the unique ability to hold business inquiries in confidence, unlike cities and counties which, as public entities, are subject to freedom of information requirements.

- Provide confidential expertise to businesses potentially starting, purchasing, relocating, or expanding operations
- Assist our partnering jurisdictional entities with business leads within our service area. advocacy, assistance with permitting and regulatory issues, and identification of potential funding sources
- Continued partnership with the Columbia Basin College Small Business Development Center.

5) Recruit New Businesses:

BCEDC will identify and target recruitment of businesses which fit in with the character of Benton City and will strengthen the draw of our market area. This development will also create additional employment opportunities, a critical need for a city with a considerable percent of its population classed as Low and Moderate Income (LMI).

Marketing Benton City

Benton City's unique strategic location in the center of the county with ready access to both east-west and north-south transportation corridors as well as newly installed fiber optic cable provides great opportunity for light industrial development as well as professional offices and continued growth of the retail and service sectors. The wine and agribusiness tourism industries attract growing numbers of visitors to the area but currently, most tourists pass by Benton City and may not realize that businesses are available to serve their needs. Furthermore, a significant portion of consumer spending by local residents is spent outside our community.

1) Promote and Support Special Events:

Special events are a unique way of advertising our community and are valuable tools for building community pride as well as attracting visitors with their accompanying influx of dollars to our business community. We promote and support community activities.

2) Communicate Our Story:

BCEDC will promote the Benton City area and its business community through strategic employment of communication tools such as community maps and on-line resources.

Community Revitalization

Benton City has many charming buildings and quiet neighborhoods. BCEDC will also continue to promote and support proactive beautification efforts including painting and updating of buildings, landscaping, and use of uniform design elements to produce the following benefits:

- Create a wholesome image for Benton City
- Increase community pride
- Develop grants, funding and partnerships to support these efforts
- Improve quality of life

Promotion of the Greater Benton City Business Community

BCEDC was developed and continues to support economic development throughout the Kiona-Benton School District and to promote the greater Benton City business district.

Developing relationships with elected officials, government agencies, and supporting organizations is key to achieving progress for Benton City. Relationship building and communication will be fostered through both formal and informal means.

- Conduct primary and general election voters forums in Benton City
- Attend networking events sponsored by organizations including local/regional Chambers of Commerce, Tri-Cities Visitor and Convention Bureau, TRIDEC, and Tri-Cities Legislative Council
- Participate in special tours, and other events conducted to help connect officials with the community and development issues when invited
- Sponsor Town Hall meetings
- Contact legislators when issues pertinent to Benton City arise.
- Develop a process for utilization of services for a community grant writer.

Organizational Development and Administration

Backed by solid funding sources, a strong BCEDC is actively engaged in promoting greater Benton City and strengthening relations with our funding partners, providing outstanding return on their investment. BCEDC will continue to work to identify and follow up on issues and opportunities for economic development in our area by developing a strategic plan.

Deliverables

1. Expand and update website by listing programs and grant information, etc.
2. Provide links to available resources on website and provide weekly email blasts for community events.
3. Investigate and report potential grants
4. Continue assisting new and established businesses by providing helpful information on our website, ie business plan, banking and other useful information
5. Provide training information for potential new businesses and established businesses
6. Continue working on development of I-82 commercial and industrial site along with the City pad through signage and meeting with potential investors
7. Organize Earth Month activities in Benton City by bringing together organizations, churches and businesses to help clean up and beautify our community
8. Attend meetings to include:
 - TRIDEC Case Management
 - Benton Franklin Council of Governments Small Cities Association
 - Credit Board, USDA Rural Revolving Loan Fund administered by the Council of Governments
 - Vineyard City Arts Council
 - Benton City Spring Opener Car & Bike Show
 - Kiona-Benton City School District No. 52 Board
 - Benton County Jr. Fair & Rodeo Association
 - Benton City City Council
 - Benton City Faith Council
 - Benton County Commission
 - Port of Benton
 - Port of Kennewick
 - Benton City Planning Commission
 - Red Mountain AVA Alliance
 - Benton PUD
 - Benton REA
9. Maintain Butterfly Garden
10. Provide monthly reports to City of Benton City
11. Provide quarterly reports to City of Benton City, Benton County
12. Provide annual reports to Port of Benton