

**RESOLUTION NO. 2019-10**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE 2019 AGREEMENT FOR SERVICES BETWEEN THE CITY OF BENTON CITY AND THE BENTON CITY CHAMBER OF COMMERCE**

**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 Chamber of Commerce is a nonprofit corporation created for the purpose of developing, preserving, and promoting a competitive enterprise system of business in the Benton City community; and,

**WHEREAS**, The City has identified certain specific services that can benefit the City's economic development and desires to enter into a contract with an organization that can provide these services; and

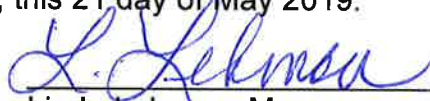
**WHEREAS**, the City has determined that it is appropriate to enter into an agreement with the Benton City Chamber of Commerce to provide certain services to the City for economic development programs within the City limits of Benton City. NOW, THEREFORE,

**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 2019 Agreement for Services Between the City of Benton City, Washington and the Benton City Chamber of Commerce, 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 21 day of May 2019, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of May 2019.


Resolution 2019-10 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 21 day of May 2019.

  
\_\_\_\_\_  
Linda Lehman, Mayor

Attest:

  
Stephanie Haug MMC  
Clerk/Treasurer

Approved as to Form:

  
Kerr Ferguson Law, PLLC  
City Attorney

**2019 AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF BENTON CITY, WASHINGTON  
AND BENTON CITY CHAMBER OF COMMERCE**

**THIS AGREEMENT** is entered into this 21 day of May, 20  , by and between the City of Benton City, a Washington Municipal Corporation ("*City*") and the Benton City Chamber of Commerce ("*Chamber*"), a nonprofit Corporation of the State of Washington. Together, the *City* and *Chamber* shall be known as the "Parties".

**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 *Chamber* is a nonprofit corporation created for the purpose of developing, preserving, and promoting a competitive enterprise system of business in the Benton City community; and,

**WHEREAS**, the *City* has determined that it is appropriate to enter into an agreement with *Chamber* 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 *Chamber* shall provide to the *City* pursuant to this Agreement, shall be as set forth in the Scope of Work (attached hereto as Exhibit A). Deliverable Tasks identified in the Scope of Work shall be transmitted by the *Chamber* to the *City* for *City* review and acceptance.
2. A *Chamber* representative shall be available at the second regular City Council meeting of each month of the *City* to report on projects and coordinate with the *City* for implementation of the Scope of Work. A representative of the *Chamber* shall present to the *City's* City Council, at a regular City Council Meeting of the *City* when requested by the *City*, a written report regarding the performance by *Chamber* of the services and Deliverable Tasks set forth in the Scope of Work which are the basis of the invoices, and to receive further direction or information from the *City*.
3. This Agreement between the parties consists entirely of this document and any exhibits, schedules, or attachments. From time to time, changes may be requested to this Agreement. The Parties by mutual agreement may amend or modify the Scope of Work 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 this Agreement (including the Scope of Work or any other exhibit) and the other party agrees to consider the proposed modification in good faith. The *City* shall

respond to a request to modify the Agreement within five business days after the next regular meeting of the *City's* City Council after the *City* receives a proposed modification. *Chamber* shall respond to a request to modify the Agreement within 20 days after it receives a proposed modification. Any such changes that are mutually agreed upon by the *City* and *Chamber* 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.

4. This Agreement shall be for a period of one (1) year commencing on the 1st day of January 2019, and ending on the 31st day of December 2019, unless earlier terminated with or without cause by either party upon giving ninety (90) days advanced written notice to the other. Beginning December 1, 2019, or reasonably thereafter, the Parties shall meet to discuss a new agreement between the parties for similar services for the 2020 calendar year.
5. In consideration of the performance of services specified in this Agreement, the *City* shall pay to *Chamber* for those services provided in the Scope of Work for 2019 an amount not to exceed [TBD] Dollars (\$TBD) to be paid upon timely submitted invoices containing a detailed statement of services and tasks performed, monthly meeting minutes, and a monthly treasurer's report. Invoices must also state which task in the Scope of Work each billed work or service item relates to. Approval of an invoice by the *City's* City Council shall be required prior to the *City's* payment of that invoice. Payment for services provided hereunder shall not be made prior to the performance of work or services rendered for which payment is sought; however, the *City* may make payments to *Chamber* for its work or services before that work is performed or service is rendered if and only the payment is specifically designated as "Payment Upfront" in the Scope of Work or an amendment thereto. In all cases, payment pursuant to this Agreement shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work or services. No payment shall be made for any services rendered by *Chamber* except for services identified and set forth in this Agreement except as may be authorized by a written supplemental agreement approved by the *City*. *Chamber* 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 six (6) years. If the amount of funds received by *Chamber* exceeds the work performed, the *Chamber* will return any unearned funds to the *City*.
6. The *City* and the *Chamber* agree not to disclose confidential documents and other records relating to this Agreement unless mutually agreed upon by the *City* and the *Chamber*, subject, however, to the open public records laws of the State of Washington, including Ch. 42.56 RCW. *Chamber* shall respond to requests by the *City* for records within four (4) business days by either providing the records,

or by identifying in writing that additional time is necessary to provide the records with a description of the reasons why additional time is needed. Records shall be provided to the *City* within twenty (20) calendar days of the date of the request. Provisions of Section 9 of this Agreement shall specifically apply to, but is not limited to, any claim arising out of *Chamber's* failure to properly maintain or timely produce records as described herein and as otherwise required by law.

7. *Chamber* 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 *Chamber* is that of an independent contractor to the *City* and no other relationship is created hereby, nor is *Chamber* authorized to act as an agent of the *City*, nor bind the *City* for any purposes.
9. *Chamber* agrees to defend, indemnify and hold the *City*, its officers, officials, employees, agents, volunteers, and assigns harmless from and against any and all liability, claims, damages, losses, demands, suits, judgments, 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 *Chamber* 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. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of *Chamber*, and the *City*, its officers, officials, employees, agents, volunteers, and assigns, *Chamber's* liability and obligation to defend hereunder shall only be the proportionate extent of *Chamber's* negligence. It is further agreed that the indemnification provided herein constitutes *Chamber's* waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The waivers in this section have been mutually negotiated by the parties, and the provisions of this section shall survive the expiration or termination of this Agreement.
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, as amended, and 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 said documents and work product without limitation by *Chamber*, nor additional compensation.
12. *Chamber* warrants that it has not employed nor retained any company, firm, or person, other than a bona fide employee working exclusively for *Chamber*, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company, person or firm, other than a bona fide employee working exclusively for *Chamber*, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, the *City* shall have the right to terminate this Agreement. This Section 13 shall not be interpreted to apply to a contractor or employee of *Chamber* that performs substantive, underlying work pursuant to this Agreement that is not paid any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
13. Waiver by the *City* of any provision of this Agreement or any time limitation provided for in this Agreement, shall not constitute a waiver of any other similar event or other provision of this Agreement.
14. By signature below, each party warrants that they are authorized and empowered to execute this Agreement binding the *City* and *Chamber* respectively.
15. Should any dispute about the conduct of an employee, agent, subcontractor, or representative of *Chamber* arise between the parties, the parties shall first meet in good faith to resolve the dispute. If the parties cannot reach a resolution, the dispute shall be subject to the dispute resolution provisions of Section 10 of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**BENTON CITY CHAMBER  
OF COMMERCE**

By:   
Dakota Renz, President

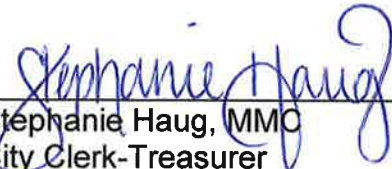
ATTEST:

  
Pam Mercer, Secretary

**CITY OF BENTON CITY**

By:   
Linda Lehman, Mayor

ATTEST:

  
Stephanie Haug, MMC  
City Clerk-Treasurer

APPROVED AS TO FORM:

  
Kerr Ferguson Law, PLLC, City Attorney



Benton City Chamber of Commerce  
513 9<sup>th</sup> Street | Benton City, WA 99320  
(509) 588-4984



Presents:  
**2019 Scope of Work**



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### **Community Partners**

City of Benton City	Port of Benton	Benton City City Council
Benton City Economic Development Council	Benton PUD	Kiona-Benton City School District #52
Benton City Lions Club	American Legion Post 115	Benton County Fire Department #2 Station 210
Benton City Police Department	Kiona-Benton City High School Boosters Club	Benton City Planning Commission
Benton City Revitalization Committee	Benton County	Association of Chamber of Commerce Executives

### **2019 Board of Directors**

Dakota Renz, President | [president@bentoncitychamber.org](mailto:president@bentoncitychamber.org)  
Norma Mendoza, Vice-President | [vp@bentoncitychamber.org](mailto:vp@bentoncitychamber.org)  
Margaret Dukes, Treasurer | [treasurer@bentoncitychamber.org](mailto:treasurer@bentoncitychamber.org)  
Pam Mercer, Secretary | [secretary@bentoncitychamber.org](mailto:secretary@bentoncitychamber.org)  
Windy Welch, Director of Public Relations | [bentoncitychamber@gmail.com](mailto:bentoncitychamber@gmail.com)  
Cheri Ison, At-Large Member | [MAL@bentoncitychamber.org](mailto:MAL@bentoncitychamber.org)  
Chris Mercer, Maintenance Director

### **Front Office Volunteers**

Vanessa Coates | [info@bentoncitychamber.org](mailto:info@bentoncitychamber.org)  
Elaine Coates | [info@bentoncitychamber.org](mailto:info@bentoncitychamber.org)

### **Website**

<https://www.bentoncitychamber.org>

### **Social Media Platforms**

Facebook: <https://www.facebook.com/BentonCityChamber>  
Twitter: [https://twitter.com/BC\\_Chamber](https://twitter.com/BC_Chamber)

### **Bi-Weekly All Community Email**

Registration Link: <https://www.bentoncitychamber.org/contact>

Benton City Chamber of Commerce  
513 9<sup>th</sup> Street | Benton City, WA 99320  
(509) 588-4984

**Purpose:**

The Benton City Chamber of Commerce is organized to achieve the following objectives (1) Preserve the competitive enterprise system of business by creating a better understanding and appreciation of the importance of businesses, advocate on behalf of the interests of local businesses, and address or assist in addressing all concerns and initiatives related to business development and/or recruitment; (2) Assist in the development of a more informed local community and public opinion regarding the City of Benton City affairs by actively promoting the City of Benton City businesses, organizations, activities, and/or other opportunities while actively addressing concerns and preventing controversies that are deemed detrimental to existing and/or recruitment of new businesses in addition to the overall engagement of the local community; and (3) Actively promote the programs of civic, social and cultural engagement which are designed to increase the functional and aesthetic values of the Benton City community by the regular planning or assistance in planning of community events and/or activities.

**Scope of Work:**

1. **Visitor Information Center (Billable work not to exceed \$7000 annually)**

- a. Expand business office hours of Benton City VIC and Chamber of Commerce
  - i. Monday-Friday → 9am-4pm | Saturday & Sunday → 10am-2pm
  - ii. Compensate each staff member \$300/month (May-December 2019, Max. 2 staff members, approx. \$4800)
  - iii. **Benefit:** Increase the City of Benton City's exposure to visitors by setting regular hours of operation and expanding those hours to accommodate visitors 7 days/week.
- b. Develop a community brochure – Completed
  - i. **Benefit:** Highlights all the many things the City of Benton City has to offer, including but not limited to: Businesses, KB School District Information, Agriculture (Wineries, Farms, etc.), and Important Dates or Activities to remember.
- c. Develop a comprehensive brochure distribution plan - April 2019
  - i. **Benefit:** Creates a strategic plan of action so that the Benton City community as well as visitors of our community are thoroughly educated on all the many things Benton City has to offer as a strong community.
- d. Develop a Benton City Community Information Packet encompassing all registered businesses, organizations, annual events, advertisements, ways to get involved, contact information, etc. – June 2019
  - i. **Benefit:** A comprehensive BC Community Information Packet will benefit both existing/new community members as well as visitors of Benton City by having all of the many available businesses, organizations, or school district's contact information as well as dates to remember for the upcoming year all in one place.

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- e. Purchase and regular upkeep of a Benton city Community Reader Board and Brochure Kiosk – June 2019 (Not to exceed \$2000, Displayed on side of building coming into town.)
  - i. **Benefit:** Rebranding and strategic marketing is essential in a professional community organization. Being able to easily see what some of the highlighted events or activities are going on each week featured on the main street of Benton City only furthers our goal of inspiring participation and development.
- f. Payment Upfront: Up to \$2,500 of the billable value of this Objective 1 may be paid by the City before the work is performed or services rendered. These funds shall only be used for the purchase of the reader board sign and printing of the Benton City Community Information Packet.

2. **Chamber of Commerce (Billable work not to exceed \$5000)**

- a. Maintain and regular update COC Website and link to City website – Completed
  - i. **Benefit:** Easily accessible community information and registration links for community activities for the citizens of the City of Benton City as well as valuable information for the public and/or visitors.
- b. Regularly communicate to the public via social media and email e-blasts about exciting events or activities in addition to furthering the presentation of Benton City as an ideal place to have/start a new business, raise a family, go to school, and support local organizations – Ongoing
  - i. **Benefit:** Educating the citizens of the Benton City Community as well as the public and/or visitors of all the fun & exciting things occurring in Benton City in addition to regular promotion of business and organization promotions and/or spotlights.
- c. Regularly advertise for and advocate on behalf of local businesses, organizations, and other community partners – Ongoing
  - i. **Benefit:** Ensure that all Benton City businesses and organizations have a medium to promote events and/or promotions on a regular basis in addition to representing these community partners on matters that have impacts on their development and success as well as business recruitment.
- d. Develop a 5 Year Plan for the Chamber of Commerce Visitor Information Center, Community Engagement and Activities, and Business Development initiatives. – October 2019
  - i. **Benefit:** Establishing clear and SMART goals is essential for an organization to establish attainable timelines and presents a vision of what the future of the BC VIC and COC looks like in 2024. In addition, it provides both the members of the Benton City community and the City of

Benton City Chamber of Commerce  
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Benton City to hold the organization accountable to achieving the goals of the organization which it is receiving City funding for accomplishing.

- e. Create a strategic plan to successfully develop and improve the organization's structure to be both successful and accountable to the Chamber's constituents and overall create a Chamber of Commerce the City of Benton City community members deserve.
  - i. **Benefit:** Establishing a clear plan of action for the remaining 2019 is essential in order to create effective and sustainable organizational development in a year of new BOD leadership. It is imperative that these plans include SMART (Specific, Measurable, Achievable, Relevant and Timely) action items that both the community and the City of Benton City leadership can use to keep the organizations VIC and COC accountable.
- f. Oversee operations of the Benton City Visitor Information Center in addition to compensated staff. Strategically plan and execute on behalf of the VIC & COC, create educational trainings/initiatives, regularly work with community and business partners, track annual reporting statistics, and actively work for both the BC VIC and COC interests for a minimum of 15 hours week.
  - i. Compensated \$500/Month to Chamber President Renz (Not to exceed \$4000, May-December 2019)
  - ii. **Benefit:** In order for a professional community organization to be held accountable for the organizational initiatives, programs, events and/or activities as well as holding the entire organization, its leadership, and the compensated staff accountable, the leader of the organization should be compensated for his/her performance doing their term and held accountable not only by constituents of the organization but to the City of Benton City who is providing this funding source for community operations & development.

3. **Community Activities and Engagement (Billable work not to exceed \$6,000)**

- a. Coordinate or assist in the planning of community events that reflects the City of Benton City in a positive way as an ideal place to live, attend school, raise a family, and own/start a business. These include but are not limited to: Building Bridges, Citywide Yard Sale, 4<sup>th</sup> of July Celebration, Benton City Daze, and Winterfest. – Ongoing
  - i. **Benefit:** Promotes the ability of Benton City to inspire participation and engagement by its' community members and thereby increasing the community's exposure to neighboring communities as well as the general public. These events will be strategically planned so that there is an

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activity for each age group and class of community so that we are creating events that fun, equitable, and moreover advance the fundamental and aesthetic goals of the City of Benton City.

- b. Regular attendance at City or Community organization meetings, including but not limited to: Benton City City Council, Benton City Planning Committee, Economic Development Council, Benton City Revitalization Committee, and more.
  - i. **Benefit:** The Benton City Chamber of Commerce and Visitor Information Center will be a centerpiece of community information for BC citizens as well as visitors. We value the existing and/or new relationships with our community partners, therefore it is integral we stay updated on all the events, programs, and initiatives that are occurring on a regular basis as well as be of assistance in the development of these projects.
- c. Creation of an All Community Leadership Meeting on a Quarterly Basis – June 2019
  - i. **Benefit:** To further and thoroughly educate our community we need to ensure that all of our community's partners are staying up to date on each partner's development of events, programs and/or initiatives to ensure we are providing our assistance and support as community leaders in addition to providing coordination to larger all community projects.
    - 1. For Example: Lighted Parade 2018 – Coordinate with community partners to specify which community partner will be doing pictures with Santa, who will be selling hot chocolate, candy cane sells, etc.
    - 2. Example: Coordinating as a community for the Annual Benton City Daze Celebration or KBHS Homecoming Week.
- d. Payment Upfront: Up to \$3,000 of the billable value of this Objective 3 may be paid by the City before the work is performed or services rendered. These funds shall only be used for entertainment and rental deposits.