

RESOLUTION NO. 2017-44

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE 2018 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 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,

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 2018 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.

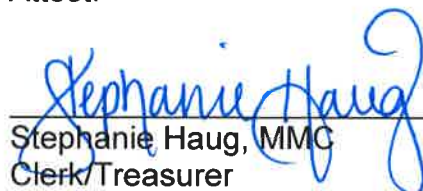
ADOPTED this 19 day of December, 2017, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 19 day of December, 2017.

Resolution 2017-44 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of December, 2017.



Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
Clerk/Treasurer

Approved as to Form:



Kerr Law Group
City Attorney

**2018 AGREEMENT FOR SERVICES
BETWEEN THE CITY OF BENTON CITY, WASHINGTON
AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT is entered into this 19 day of December, 2017, 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 in the Scope of Work (attached hereto as Exhibit A). Deliverable Tasks identified in the Scope of Work shall be transmitted by the *BCEDC* to the *City* 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 Scope of Work. In addition, the designated representative of the *BCEDC* shall present to the City Council, at a regular City Council Meeting and when requested, a written report to the City Council of the performance by *BCEDC* of the services and 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. 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 the Scope of Work

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 1st day of January 2018, and ending on the 31st day of December 2018, 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 those services provided in the Scope of Work for 2018 an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to be paid upon invoice containing a detailed statement of services and tasks performed, monthly meeting minutes, and a monthly treasurer's report. *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, 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 *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: *Lorna Deckert*
TREASURER, President

ATTEST:

Chelsea Hand
Secretary

CITY OF BENTON CITY

By: *L. Lehman*
Linda Lehman, Mayor

ATTEST:

Stephanie Haug
Stephanie Haug, MMC
City Clerk-Treasurer

APPROVED AS TO FORM:

[Signature]
Kerr Law Group, City Attorney

Exhibit A – Scope of Work

Work Plan Tasks, Goals and Reporting for 2018

This City Administration is pro-actively seeking data and metrics regarding the expenditure of public funds. Therefore, a necessary step is to collect data on the performance of our contractors and support services. The City intends to determine contractor or service performance by current year metrics regarding progress toward certain tasks and goals that have been determined by the City. The City has defined the following 7 tasks that they would be willing to fund the Economic Development Council (EDC) to perform. Each Task has actions, time limits and goals that are measurable. This Scope of Work emphasizes better communication between the EDC, the City and the City Council.

I. **City Goal: Increase business tax base.**

Action: Recruit new businesses - The City would like to know the number of business inquiries we receive each month and how they reach us.

1. **Task 1:** List the name (or type) and number of potential businesses **that the EDC has specifically recruited** on a quarterly basis.

Goal – 2 businesses per month or 6 businesses per quarter

a. **Task 1a.** Of those potential businesses how many and which ones opened in BC?

Goal –50% of recruited potential businesses per quarter

b. **Task 1b.** Name and number of recruited businesses that did not open in BC.

Goal – 0.

c. **Task 1c.** Identify the reasons why recruited businesses did not locate in Benton City.

Goal –Provide recommendations to the City on how to prevent such losses in the future, on a quarterly basis.

2. **Task 2:** List the name (or type) and number of businesses that **were referred to you** by others.

a. **Task 2a.** Of those referred businesses how many and which ones opened in BC?

Goal - 50%

b. **Task 2b.** Name and number of **referred** businesses that did not open in BC.

Goal – 0.

c. **Task 2c.** Identify the reasons why **referred** businesses did not locate in Benton City.

Goal –Provide recommendations to the City on why those businesses did not locate in BC and how to prevent such losses in the future, on a quarterly basis.

II. City Goal: Advertise Benton City as an Ideal Place to Live and Have a Business

Action: Utilize advertising (Printed and web-based) – the City would like to know that the attributes and benefits of the City are being communicated regionally.

1. **Task 3:** Advertise Benton City to attract businesses
 - a. **Task 3a:** Develop a brochure by May of 2018
Goals: 50% complete by March 2018; 100% complete by May 2018
 - b. **Task 3b.** Develop brochure distribution plan
Goal – Complete distribution plan by June and implement plan by July.
2. **Task 4:** Keep website up to date and linked to City – City wants to purchase new program
 - a. **Task 4a** – Improve Website by utilizing or linking new program pages City is purchasing from Cleargov – contains info on demographics, budgets, and economics.
Goal website revise quarterly
 - b. **Task 4b.** Continue and improve email blasts
Goal – increase distribution by 15% over the year.

III. City Goal: Develop a 5 year Plan for Economic Development

1. **Task 5:** Develop a 5 year plan with goals and measurable progress
 - a. **Task 5a.** Develop 5 year Plan
Goals: 25% Complete by March 31st; 50 5 Complete by June 30th, 75% Complete by September 30th and 100% complete by December 31st 2017
 - b. **Task 5b:** Regularly discuss elements of the plan with City and Council to ensure understanding by others and receive their input.

IV. City Goal: The BCEDC receive the benefits of interaction with other EDCs to develop and hone their skills and determine initiatives.

1. **Task 6:** Update Knowledge Skills or Receive Training in Economic Development Techniques
 - a. **Task 6a.** Attend Local or Regional Economic Development Meetings or Workshops
Goals – EDC Managing Director to attend a minimum of 3 meetings/training per year; BOD Members should consider attending at least 1 such training session or local/regional meeting per year.

- b. **Task 6b:** Report to City and Council lessons-learned or initiatives envisioned from attending workshops/training or regional meetings. What steps can the City take to assist with this effort?

V. City Goal: Help Existing Businesses to Succeed

1. Task 7: Assist Existing or New Businesses with Planning for Success

- a. **Task 7a.** Identify businesses that want to have assistance.

Goal 1-2 per month

- b. **Task 7b.** Of the businesses that want assistance, did you reach agreement on what can be done to assist them?

- c. **Task 7c:** Make recommendations on EDC assistance offer and report to the City and Council if they can assist with that effort?

Note: Regarding this task, the City would also like to see a clear distinction between the roles and Scope of Work of the EDC and that of the Chamber of Commerce.