

RESOLUTION NO. 2013-09

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AMENDED 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;

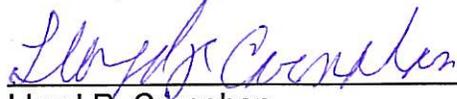
WHEREAS, the City has determined that it is appropriate to enter into another agreement with BCEDC for the year 2013 to provide continuing services to the City for economic development programs within the City limits of Benton City NOW, THEREFORE,

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.

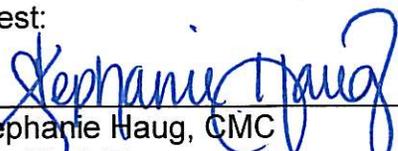
ADOPTED this 2 day of April, 2013, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 2 day of April, 2013.

Resolution 2013-09 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 2 day of April, 2013.



Lloyd R. Carnahan
Mayor

Attest:



Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group
City Attorney

**2013 AMENDED AGREEMENT FOR SERVICES
BETWEEN THE CITY OF BENTON CITY, WASHINGTON
AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL**

THIS AMENDED AGREEMENT is entered into this 2 day of April, 2013, 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 amended 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 Amended 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 Amended Agreement shall be for a period of one (1) year commencing on the 1 day of January, 2013, and ending on the 31st day of December,

2013, 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 Amended Agreement, the *City* shall pay to *BCEDC* for progress payments for those services provided in the Annual Work Plan for 2013 in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) 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, 2013; invoice for second quarter shall be submitted by July 1, 2013; third quarter submitted by October 1, 2013; and the final invoice shall be submitted by December 31, 2013. *BCEDC* shall maintain accurate financial records of its work relating to this Amended 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 Amended 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 Amended 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 Amended Agreement. In the event any of the services provided under this Amended 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 Amended Agreement, time is of the essence. Should any dispute arise concerning the enforcement, interpretation, or breach of this Amended 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.

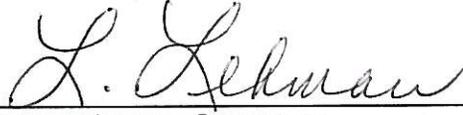
11. All documents and other work product prepared pursuant to this Amended Agreement will become the property of the *City* upon delivery to the *City*. The *City* will have full authority to use, reuse and modify the documents without limitation by *BCEDC* nor additional compensation.

12. From time to time, changes may be requested to this Amended Agreement. Any such changes that are mutually agreed upon by the *City* and *BCEDC* shall be incorporated herein by written amendment to this Amended Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Amended 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.

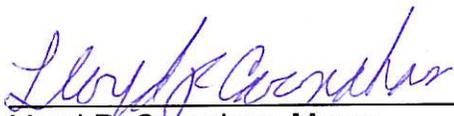
**BENTON CITY ECONOMIC
DEVELOPMENT COUNCIL**

By: 
Larry Howell, President

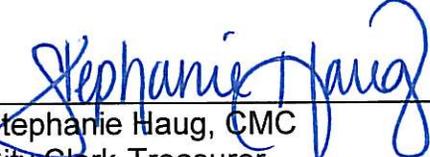
ATTEST:


Linda Lehman, Secretary

CITY OF BENTON CITY

By: 
Lloyd R. Carnahan, Mayor

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"

*
*

2013 Work Plan

Benton City Economic Development Council

P.O. Box 1038 · 513 Ninth St. · Benton City, WA 99320
509-588-6481 · bcedc@bentonrea.com
www.bentoncityedc.org

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

Partners

City of Benton City	Port of Benton	Benton REA
Benton City Chamber of Commerce	Port of Kennewick	Benton PUD
	Benton County	

Coordinator

Randal Advisory Services, LLC

2013 Officers

Larry Howell, President
Bea Baker, Vice President
Linda Lehman, Secretary
Robbin Hall, Treasurer

2013 Board of Directors

Dawn Anderson	Heather Duncan	Robbin Hall
Bea Baker	John Haakenson	Larry Howell
Lorna Deckert	Richard Helland	Linda Lehman

2013 Work Plan

The 2013 Work Plan serves to advance the Benton City Economic Development Council's mission of working 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 2013, 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 2013 Work Plan will focus on five key areas:

1. Business Development
2. Marketing Benton City
3. Community Beautification
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) Support the Existing and Emerging Business Community:

- A. Work more closely with strategic entrepreneurial support partners.
 1. Benton-Franklin Council of Governments
 2. Small Business Development Center
 3. Washington State University
 4. Others
- B. Work more closely with potential funding sources.
 1. Benton-Franklin Council of Governments – Rural Revolving Loan Fund
 2. SBA Micro-loan program
 3. Others
- 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
- E. Support and promote efforts to clean, beautify, and upgrade common areas in the downtown core.

2) 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.

- A. Work with City government to develop a master plan for the annexed area.
- B. Aid in working out relationships between DNR, KID, BLM, and other affected land owners for the sale, lease, and development of the area.
- C. Follow the guidelines provided in the Economic Development Strategic Plan completed in 2009 to identify and recruit potential users for the City's pad site.
- D. Continue advocacy and promotion for funding for completion of the I-82/SR 224/SR 225 interchange improvement projects in conjunction with the Washington State Department of Transportation and strategic partners representing Red Mountain and West Richland interests as well as Benton City.

3) 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.

4) 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 greater than 50% of its population classed as Low and Moderate Income (LMI).

- A. As part of the community visioning process, facilitate input from current and potential business owners and potential investors to identify what types of businesses will work in Benton City both short term and in the future.
- B. Provide needed information to potential business owners for the cost of land and buildings in the area, and current lease rates.

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.

- Spring Opener Car & Bike Show
- Vineyard City Arts Festival
- Citywide Yard Sale
- Benton City Daze
- WinterFest
- Others as opportunity arises

2) Communicate Our Story:

BCEDC will promote the Benton City area and its business community through strategic employment of communication tools utilizing high-quality production standards.

- A. Distribute custom map featuring Benton City-area businesses and attractions.
- B. Produce brochures highlighting Benton City business and events.
- C. Deploy press releases and engage media to announce significant events or developments.
- D. Place advertisements in select media.

Community Beautification

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 youth employment opportunities.

Promotion of the Greater Benton City Business Community

BCEDC is chartered to support economic development throughout the Kiona-Benton School District. In 2013, BCEDC will expand its efforts 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 including:

- Primary and general election voters forums
- Networking events sponsored by organizations including local/regional Chambers of Commerce, Tri-Cities Visitor and Convention Bureau, TRIDEC, and Tri-Cities Legislative Council
- Participation in trips to Olympia during the legislative session to meet with officials
- Town hall meetings, special tours, and other events conducted to help connect officials with the community and development issues.

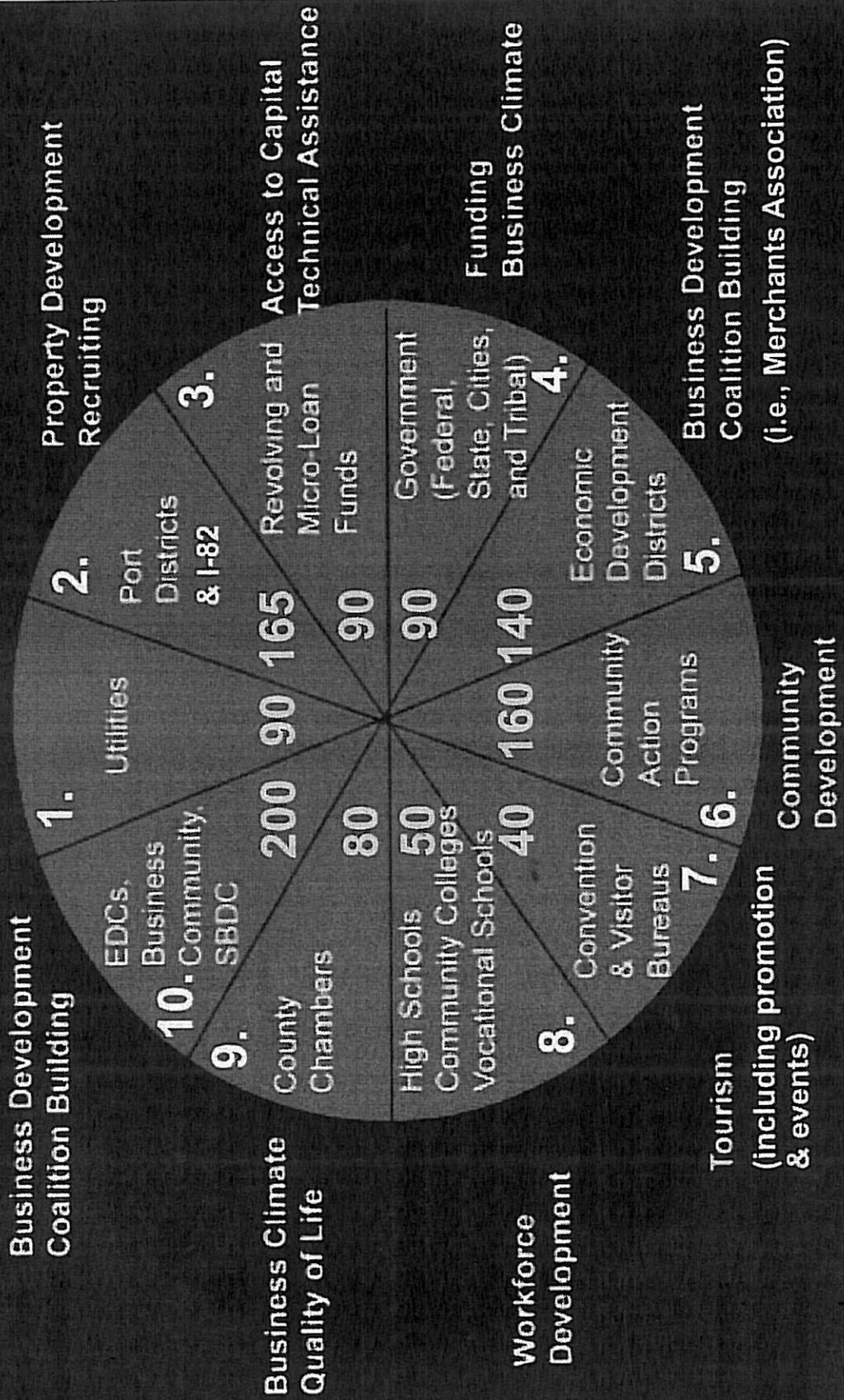
Organizational Development and Administration

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 proactively work to identify and follow up on issues and opportunities for economic development in our service area.

BCEDC Work Plan Objectives Relative to Circle of Economic Development

Circle Segment	Business Development	Marketing Benton City	Community Beautification	Promotion of Greater Benton City	Organizational Development & Organization
1. Infrastructure Support, Development	X		X	X	
2. Property Development, Recruiting	X	X		X	
3. Access to Capital, Technical Assistance	X			X	X
4. Funding Business Climate	X			X	X
5. Business Development, Coalition Building (i.e., Merchants Association)	X		X	X	X
6. Community Development	X	X	X	X	X
7. Tourism		X	X	X	
8. Workforce Development	X		X	X	X
9. Business Climate, Quality of Life	X	X	X	X	
10. Business Development, Coalition Building	X			X	

Infrastructure Support
Development



Deliverables

1. Expand and update website by listing programs and grant information, etc.
2. Provide links to available resources on website
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. Work on SR-224/SR-225 intersection improvements (roundabout) by contacting legislators, DOT and businesses, etc.
8. Organize Earth Month activities in Benton City by bringing together organizations, churches and businesses to help clean up and beautify our community
9. Attend meetings to include:
 - TRIDEC Case Management
 - Benton Franklin Council of Governments Small Cities Association
 - CREDiT Board, Rural Revolving Loan Fund
 - CaABI
 - Red Mountain Interchange Committee
 - Vineyard City Arts Council
 - Benton City Spring Opener Car & Bike Show
 - Benton City Merchants Association
 - 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
10. Maintain Butterfly Garden
11. Provide monthly reports to City of Benton City
12. Provide quarterly reports to City of Benton City, Benton County
13. Provide annual reports to Port of Benton and Port of Kennewick