

RESOLUTION NO. 2014-12

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE JOINT AGREEMENT FOR WEBSITE 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, 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 *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.

WHEREAS, *BCEDC* and the *City* have the mutual interest of working cooperatively to coordinate the development of their individual websites with the goals of minimizing duplication of effort and maximizing limited financial and human resources.

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 Joint Development of Website Services between the City of Benton City and *BCEDC*, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

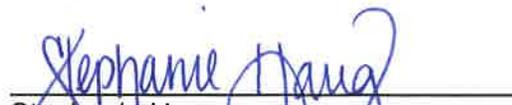
ADOPTED this 20 day of May, 2014, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 20 day of May, 2014.

Resolution 2014-12 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 20 day of May, 2014.



Lloyd R. Carnahan
Mayor

Attest:



Stephanie Haug
City Clerk/Treasurer

Approved as to Form:


Leland B. Kerr
City Attorney

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

THIS AGREEMENT is entered into this 20 day of May, 2014, 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.

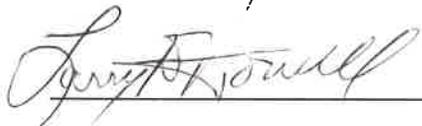
WHEREAS, *BCEDC* and the *City* have the mutual interest of working cooperatively to coordinate the development of their individual websites with the goals of minimizing duplication of effort and maximizing limited financial and human resources.

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

1. The total funds available for Phase I development of joint website services is \$5,275.00. *BCEDC* will contribute a total of \$1,750.00 to Phase I and the *City* shall contribute a total of \$3,525.00 for Phase I.
2. *BCEDC* shall exhaust the funds they are contributing to Phase I prior to requesting reimbursement from the City of Benton City for additional services.
3. *BCEDC* shall be required to invoice the City of Benton City with a detailed description of each of the services provided with corresponding amounts for those services.
4. This Agreement shall be for a period of one (1) year commencing on the 1 day of June, 2014, and ending on the 31 day of May, 2015, unless earlier terminated with or without cause by either party upon giving ninety (90) days advanced written notice to the other.
5. 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.
6. *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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.

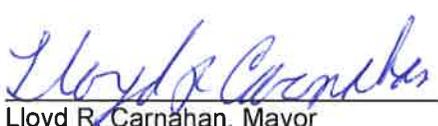
**BENTON CITY ECONOMIC
DEVELOPMENT COUNCIL**

By: 

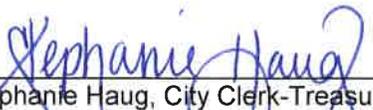
ATTEST:



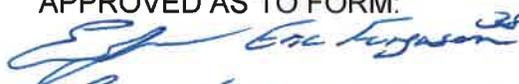
CITY OF BENTON CITY

By: 
Lloyd R. Carnahan, Mayor

ATTEST:


Stephanie Haug, City Clerk-Treasurer

APPROVED AS TO FORM:

 38757

Leland B. Kerr, City Attorney

Scope of Work BCEDC Website Development

I. Website Developer

1 Year Contract Cost = \$1,675.00

- Initial set up as CMS
- Repair and Maintenance
- Limited Content Management

II. Content Manager

PHASE 1

100 hours @ \$30.00/hr = \$3,000.00

- Menu development
- Build Content for Initial Pages Following Tri-dec example
 - Economic climate
 - Demographics
 - Major Employers
 - Labor Force
 - Annual Events Calendar
 - Maps of Businesses/ location of wineries - with no update -not interactive
 - Why Benton City? - Attributes
 - Housing
 - Churches and Community Organizations
 - Education
 - Recreational Opportunities
 - Quality of Life
 - Sites and Buildings available for development - link to MLS and Other - FSBO
 - Business financing (loans, grants)
 - Business resources/links
- Starting a Business in Benton Cityk
 - Permitting Requirements, State and City
- All BC Businesses Listing – not just Chamber Businesses – City to export
- Set up E-Mail Blasts **20 hours @ \$30.00/hr = \$600.00**
- Software Free to Chamber with advertising free to Chamber Members for such as:
 - Events
 - Shows
 - Wineries
 - School events/Functions
 - Business specials
 - City Functions/Council Meetings/EDC/Chamber Meetings
- Chamber to complete Chamber Member list with Contacts and links (Volunteer Effort)

Total Development Cost for Phase I	\$5,275.00
Total Paid by BC EDC	<1,250.00>
Total Paid by Benton REA	<500.00>
Total Request from City of Benton City	*\$3525.00

* This is just to launch Phase 1 for 2014. Out year Maintenance and interactive maps are not included in this estimate.

BCEDC

Benton City Economic Development Council

P.O. Box 1038 · 513 9th St. · Benton City, WA 99320

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
120 hrs	Website content research, composition, and verification Less: Credit for advance	\$30.00	\$3600.00 -500.00
SUBTOTAL			\$3100.00
SALES TAX			
TOTAL			\$3100.00

Make all checks payable to [Your Company Name]

Thank you for your business!