

RESOLUTION NO. 2015-03

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;

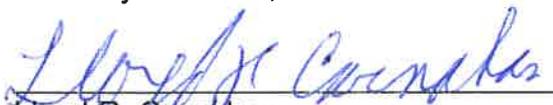
WHEREAS, the City has determined that it is appropriate to enter into another agreement with BCEDC for the year 2015 to provide continuing services to the City for economic development programs within the City limits of Benton City NOW, THEREFORE,

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

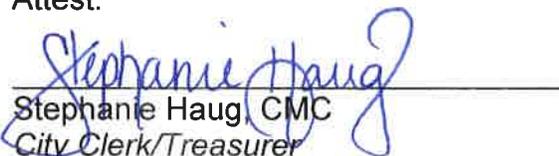
That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original Agreement for Services Between the City of Benton City, Washington, and the Benton City Economic Development Council, a copy of which is attached hereto and incorporated herein by this reference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

ADOPTED this 3 day of March, 2015, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 3 day of March, 2015.

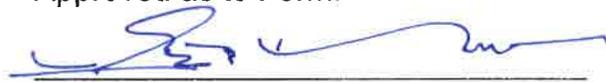
Resolution 2015-03 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 3 day of March, 2015.


Lloyd R. Carnahan
Mayor

Attest:


Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:


Kerr Law Group
City Attorney

**2015 AGREEMENT FOR SERVICES
BETWEEN THE CITY OF BENTON CITY, WASHINGTON
AND BENTON CITY ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT is entered into this 3 day of March, 2015, 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, 2015, and ending on the 31st day of December, 2015, 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 2015 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, 2015; invoice for second quarter shall be submitted by July 1, 2015; third quarter submitted by October 1, 2015; and the final invoice shall be submitted by December 31, 2015. *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

