

**RESOLUTION NO. 2015-08**

**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 5 day of May, 2015, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 5 day of May, 2015.

Resolution 2015-08 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 5 day of May, 2015.

  
\_\_\_\_\_  
Lloyd R. Carnahan  
Mayor

Attest:

  
\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Kerr Law Group  
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 5 day of May, 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.

**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 II development of joint website services is \$5,300. *BCEDC* will contribute a total of \$1,000.00 to Phase II and the *City* shall contribute a total of \$4,300.00 for Phase II.
2. *BCEDC* shall exhaust the funds they are contributing to Phase II 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, 2015, and ending on the 31 day of May, 2016, 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.

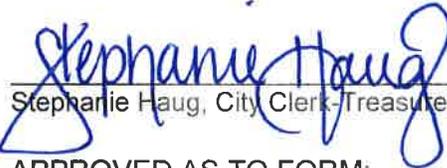
**BENTON CITY ECONOMIC  
DEVELOPMENT COUNCIL**

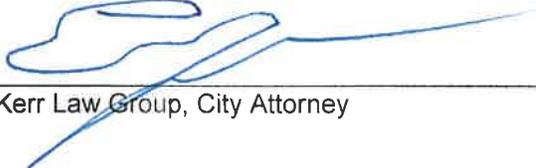
**CITY OF BENTON CITY**

By: \_\_\_\_\_

By:   
Lloyd R. Carnahan, Mayor

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
  
Stephanie Haug, City Clerk-Treasurer

APPROVED AS TO FORM:  
  
  
Kerr Law Group, City Attorney