

RESOLUTION NO. 2021-21

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY, WASHINGTON, TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PROSSER, THE CITY OF BENTON CITY, THE PORT OF BENTON, PROSSER MEMORIAL HOSPITAL AND THE PROSSER ECONOMIC DEVELOPMENT ASSOCIATION FOR GRANT WRITING SERVICES

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Prosser ("Prosser"), Benton City ("Benton"), the Port of Benton ("POB"), and Prosser Memorial Hospital ("PMH") individually lack the financial resources to hire an in-house grant writer; and

WHEREAS, the Prosser Economic Development Association ("PEDA"), employees a grant writer under contract who has sufficient time to provide grant writing services to Prosser, Benton City, POB and PMH; and

WHEREAS, Prosser, Benton City, POB, and PMH agree that their cooperation in entering into this Agreement with PEDA will provide more efficient, effective, and less costly services for citizens within the jurisdictional limits of all parties, thereby serving the public.

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, be and hereby is authorized and directed to sign the Interlocal Agreement for Grant Writing Services between the City of Prosser; the City of Benton City; the Port of Benton; and Prosser Memorial Hospital, and the Prosser Economic Development Association, 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 20th day of April, 2021, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 20th day of April, 2021.

Resolution 2021-21 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 20th day of April, 2021.

L. Lehman

Linda Lehman, Mayor

Attest:

Jeni S. Zuniga

Jeni S. Zuniga
City Clerk/Treasurer

Approved as to Form:

[Signature]

Kerr Ferguson Law, PLLC
City Attorney

INTERLOCAL FOR GRANT WRITING SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the City of Prosser, Washington, a municipal corporation, whose address: is 601 7th Street, Prosser, Washington, 99350 (Prosser); the City of Benton City, a municipal corporation whose address is: P.O. Box 70, 1009 Dale Avenue, Suite A, Benton City, Washington 99320 (Benton); the Port of Benton, a municipal corporation whose address is: 3250 Port of Benton Boulevard, Richland, Washington, 99354 (POB); and Prosser Memorial Hospital District, a municipal corporation whose address is: 723 Memorial Street, Prosser, Washington 99350. (PMH) and the Prosser Economic Development Association, whose address is: 236 Port Avenue, Prosser, Washington 99350 (PEDA).

WHEREAS, The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies; and

WHEREAS, Prosser, Benton, POB, and PMH individually lack the financial resources to hire an in-house grant writer; and

WHEREAS, PEDA employees a grant writer under contract who has sufficient time to provide grant writing services to Prosser, Benton, POB, and PMH; and

WHEREAS, Prosser, Benton, POB, and PMH agree that their cooperation in entering into this agreement with PEDA will provide more efficient, effective, and less costly services for citizens within the jurisdictional limits of all parties, thereby better serving the public;

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is for PEDA to provide Prosser, Benton, POB, and PMH with the services of a professional grant writer and to set forth the powers, rights, and responsibilities of the parties to this agreement.
2. **Administration:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. A joint board consisting of one member from Prosser, one member from Benton, one member from POB, one member from PMH, and one member from PEDA shall administer this agreement.
3. **Nondiscrimination.** In the performance of this agreement, the parties shall, at all times, comply with any, and all, federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.
4. **Staffing/Confidentiality.** PEDA agrees to sufficiently staff its grant writing staff in order to provide services under this agreement.

5. **Exclusivity.** This agreement is not exclusive. Prosser, Benton, POB, and PMH may contract with other persons or entities for grant writing services, as each deems necessary, or advisable.
6. **Scope/Services:** PEDDA shall provide services to the other parties hereto as follows:
 - A. Meet with the joint board to determine each party's needs for grant writing services.
 - B. Research and seek out grants, funding resources, and similar revenue sources, through a variety of sources, including the Internet, library, journals, publication, newsletter and other sources. Grants will pertain to community economic development, to include providing health care, and will be outside the scope of routine grants that are sought and/or awarded on a regular basis to the parties to this Agreement.
 - C. Establish a resource information center comprised of information on public, private and non-profit resources that may be available to the public entity parties to this Agreement in the form of grants, funding sources, and other similar revenue sources.
 - D. Develop a comprehensive database of demographic information that will contribute to the preparation of grants, funding requests, and other similar revenue sources.
 - E. Write/prepare or assist in the writing and preparation of grants and other proposals based on the identified needs of the parties.
 - F. Establish positive relations with representatives of organizations which provide grant funds and/or other valuable resources; and,
 - G. Perform related responsibilities as required in order to secure grant funds for the parties.
 - H. Provide a written report to each party each quarter summarizing the grant writing work completed for that quarter.
7. **Budget and Meeting:** The joint board shall meet in August of each year that this contract is in effect and establish a grant writer budget. Prosser, Benton, POB, and PHM each agrees to pay to PEDDA an equal share of the budgeted amount for grant writing services. Each party shall pay PEDDA in four equal payments due on, or before: April 1, July 1, October 1, and December 31 each year this agreement is in effect. In the event that any party hereto fails to include sufficient funds in their annual budget to make the payment due hereunder, then that party's participation in this agreement shall be terminated effective the date of the adoption of their budget. The joint board shall call a meeting after the removal of the terminated party to adopt a new grant writer budget for the subsequent year. For 2021 each party agrees to pay \$5,000 to PEDDA on, or before each of the following dates: July 1, October 1, and December 31.
8. **Duration of Agreement - Termination:** This agreement shall commence on April 1, 2021, and remain in force until terminated by the parties. Prosser, Benton, POB, or PMH may terminate their participation by serving notice on all other parties on or before August 1, of any year this agreement is in effect. The notice of termination shall terminate that party's participation in this agreement effective midnight December 31, of that year. The parties may mutually agree to terminate this agreement at any time.

9. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations regarding this agreement.
10. **Property Acquisition:** It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed, when the agreement is terminated, to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
11. **Filing:** Executed copies of this agreement shall be filed with the Benton County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
12. **Non-Delegation/Non-Assignment:** Neither party may delegate the performance of any contractual obligation to a third party unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld.
13. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
14. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
15. **Entire Agreement.** This Agreement, and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
16. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level through the Joint Board. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
17. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorneys' fees. The venue for any action to

enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.

18. **Insurance.** Each party shall secure, and continuously carry in effect, with an insurance company or companies reasonably acceptable to the other, the following insurance policies:

Each party shall maintain insurance for bodily injury and property damage. Such insurance shall include: provisions or endorsements naming the other party and its elected officials, officers, agents, employees, and volunteers as additional insureds; provisions that such insurance is primary insurance with respect to the interest of each party, and that any insurance maintained by the party is excess and not contributory insurance with insurance required hereunder; and provisions or endorsements to include broad-form comprehensive liability and blanket contractual liability. Initial limits of liability for all requirements under this paragraph shall be \$1,000,000 each occurrence and \$2,000,000 general aggregate.

All insurance policies required hereunder shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to the other party. Each party shall provide the other with a Certificate of Liability Insurance naming the other, and its elected officials, officers, agents, employees, and volunteers as additional insureds. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which may have under any such insurance policies.

19. **Indemnification.** Each party shall indemnify and hold the other, its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the other arising out of, or in connection with, or incident to, the sole negligence or intentional misconduct of that party. The parties expressly agree that the indemnification provided herein constitutes the others waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

20. **Evidence of Authority.** This agreement shall be executed in five (5) originals. Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said documents will be attached hereto and incorporated herein as **Exhibit "A"**

21. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Prosser:

City of Prosser
601 7th Street
Prosser, WA 99350

To Benton: City of Benton City, Washington
PO Box 70, 1009 Dale Avenue, Suite A.
Benton City, WA 99320

To POB: Port of Benton
3250 Port of Benton Blvd.
Richland, WA 99354

To PMH: Prosser Memorial Hospital District
723 Memorial St.
Prosser, WA 99350

To PEDA: Prosser Economic Development Association
236 Port Avenue Ste A
Prosser, Washington 99350

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

**CITY OF PROSSER,
WASHINGTON**

By: _____
Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**CITY OF BENTON CITY,
WASHINGTON**

By: 
Mayor

Attest:

City Clerk

Approved as to form:
 47259
City Attorney

PORT OF BENTON

By: _____
Executive Director

Approved as to form:

Port Attorney

**PROSSER MEMORIAL HOSPITAL
DISTRICT**

By: _____

**PROSSER ECONOMIC
DEVELOPMENT ASSOCIATION**

By: _____