

Adams County Development Council

2008 MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this day by and between the *City of Othello*, a municipal corporation hereinafter referred to as the "MUNICIPALITY", and **Adams County Economic Development Council**, hereinafter referred to as the "AGENCY".

THEREFORE, it is hereby covenanted and agreed as follows:

WHEREAS, the **MUNICIPALITY** desires to have certain services performed as hereinafter set forth requiring specialized skills and other supported capabilities; and

WHEREAS, the **AGENCY** represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

I. SERVICES

The **AGENCY** shall provide the **MUNICIPALITY** improved coordination and effectiveness of federal, state, local and other program services and actions affecting the local economy by facilitating the planning, development and sponsorship of educational workshops and seminars aimed at assisting and improving operations and finances of existing business, agriculture and local governments. The **AGENCY** shall provide research and consultation services as necessary and as they are able to aid the **MUNICIPALITY** in the planning and development of new and expanded programs, services, facilities, utilities and properties.

The **AGENCY** shall provide consultation and assistance as necessary and as they are able in developing proposals for prospective commercial and industrial clients. The **AGENCY** shall also provide a comprehensive marketing package, including brochures, web page, targeted advertising and direct mail programs aimed at highlighting agriculture, commerce and industry, energy resources, education, recreation, tourism, and the quality-of-life in Adams County.

II. REPORTING REQUIREMENTS

The **AGENCY** shall submit periodic reports as required by the **MUNICIPALITY**, which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The terms of this Agreement and the performance of the **AGENCY** shall commence upon execution of this Agreement and terminate **December 31, 2008**. The Agreement

may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The **MUNICIPALITY** shall reimburse the **AGENCY** for the services performed under this Agreement in the amount of 50¢ per capita, payable within sixty (60) days of invoicing.

V. NOTICES

Written notices to each party shall be sent to the following addresses: Adams County Economic Development Council P.O. Box 504, Ritzville, WA 99169.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The **AGENCY** agrees to maintain books and records, and document accounting procedures, which accurately reflect all direct and indirect costs, related to the performance of this Agreement. The **AGENCY** shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration.

The **AGENCY** agrees that the **MUNICIPALITY**, or its designated agent, shall have full access and right to examine any of said materials at all reasonable times during said period. The **AGENCY** agrees to the established guidelines requiring that a "Single Audit" be conducted for federal funds received in excess of \$25,000.00

VII. COMPLIANCE WITH LAWS

The **AGENCY**, in performance of this Agreement, agrees to comply with all applicable federal, state and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

VIII. NON-DISCRIMINATION IN EMPLOYMENT

The **AGENCY** agrees that it shall not discriminate against any employee or applicant on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

The **AGENCY** shall insure that applicants are employed and that employees are treated during employment without discrimination because of their race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships.

The **AGENCY** shall take such action with respect to this contract as may be required to ensure full compliance with Chapter 49.60 RCW and applicable federal laws and regulation.

IX. NON-DISCRIMINATION IN CLIENT SERVICES

A. The **AGENCY** shall not discriminate, on the grounds of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical disability:

- (1) Deny any individual any services or other benefits provided this Agreement;
- (2) Provide any services or other benefits to any individual which are different, or are provided in a different manner, from those provided to others under this Agreement;
- (3) Subject an individual to segregation or separate treatment in a manner related to his/her receipt of any services or other benefits provided under this Agreement;
- (4) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise, or will afford him/her opportunity to do so, which is different from that afforded to others under this Agreement;
- (5) The **AGENCY**, in determining (a) the types of services or other benefits to be provided, or (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the discrimination because of race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap or have the effect of defeating or substantially impairing accomplishment of the objective of this Agreement, with respect to individuals of a particular race, creed, color, religion, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

B. The **AGENCY** shall take affirmative action to ensure that its facilities and programs are accessible to people with sensory, mental, or physical handicaps.

X. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the **AGENCY'S** own risk and the **AGENCY** expressly agrees to indemnify and hold harmless the **MUNICIPALITY** and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that them may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the **MUNICIPALITY** which result from, arise out of, or are

in any way connected with the services to be performed by the AGENCY under this Agreement.

XI. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement.

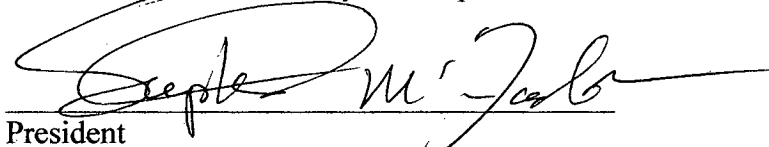
XII. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representatives or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

16th Day of JANUARY, 2008.

AGENCY: Adams County Development Council




President

Stephen McFadden

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

14th Day of January, 2008.

MUNICIPALITY



Shannon McKay, Mayor

COPY REPLACE WITH ORIGINAL WHEN RECEIVED

ADAMS COUNTY DEVELOPMENT COUNCIL

2008 MUNICIPAL SERVICES AGREEMENT ADDENDUM

This ADDENDUM made and entered into this day by and between the **City of Othello**, a municipal corporation hereinafter referred to as the "Municipality" and "Adams County Development Council", hereinafter referred to as the "Agency".

This ADDENDUM shall become a part of the existing **2008 Municipal Services Agreement** between the **Municipality** and the **Agency**, and all other parts of that original agreement shall remain valid and active.

Therefore, it is hereby covenanted and agreed as follows:

I. SERVICES

The **Agency** shall provide promotional services as necessary and as they are able to aid the **Municipality** in the planning and development of new and expanded public relations programs, services, functions and facilities.

II. COMPENSATION

The **Municipality** agrees to reimburse the **Agency** for services to be performed under this Agreement in the amount of \$25,360 cash, payable within 30 days of invoicing.

In Witness Whereof, the parties hereto have caused this 2008 Municipal Services Agreement Addendum executed this _____ day of _____, 2008

AGENCY: **Adams County Development Council**

By: _____
Stephan McFadden, chairman

In Witness Whereof, the parties hereto have caused this 2008 Municipal Services Agreement Addendum executed this 28th day of April, 2008

MUNICIPALITY: **City of Othello**

By: Shannon McKay
Shannon McKay, Mayor

ADDENDUM NO. 1

Adams County Development Council Municipal Services Agreement

The 2008 Municipal Services Agreement entered into January 16, 2008 and terminated on December 31, 2008, under terms of the Municipal Services Agreement is hereby amended as follows:

III. **Duration of Agreement**

The terms of this Agreement and the performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for a period beginning January 1, 2009 and ending June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2009.

AGENCY: Adams County Development Council


President

MUNICIPALITY: City of Othello

Shannon McKay, Mayor

Adams County Development Council
Municipal Services Agreement

The 2008 Municipal Services Agreement entered into January 16, 2008, and terminated on June 30, 2009, under terms of the Municipal Services Agreement is hereby amended as follows:

III. **Duration of Agreement**

The terms of this Agreement and the performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for a period beginning September 1, 2010, and ending August 31, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2010.

AGENCY: Adams County Development Council

Craig Ulleland, Chairman

MUNICIPALITY: City of Othello

Tim Wilson
Tim Wilson, Mayor

ADDENDUM NO. 5

**Adams County Development Council
Municipal Services Agreement**

The 2008 Municipal Services Agreement entered into May 12, 2008 and terminated on December 31, 2008; and subsequently extended under terms of Addendum No. 1 to June 30, 2009; under terms of Addendum No. 2 to June 30, 2010; under terms of Addendum No. 3 to June 30, 2011; and, under terms of Addendum No. 4 to June 30, 2012 is hereby amended as follows:

iii. **Duration of Agreement**

The terms of this Agreement and performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for a period beginning July 1, 2012 and ending June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this 10th Day of September, 2012.

AGENCY: Adams County Development Council

Ken Johnson
Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this 10th Day of September, 2012.

MUNICIPALITY:

Mayor Tom Wilson

ATTEST:

Dellie L. Kudrno

ADDENDUM NO. 6

Adams County Development Council
Municipal Services Agreement

The 2008 Municipal Services Agreement entered into May 12, 2008 terminated on December 31, 2008; and, subsequently was extended under terms of Addendum No. 1 to June 30, 2009; under terms of Addendum No. 2 to June 30, 2010; under terms of Addendum No. 3 to June 30, 2011; under terms of Addendum No. 4 to June 30, 2012, and under terms of Addendum No. 5 to June 30, 2013, is hereby amended as follows:

III. **Duration of Agreement**

The terms of this agreement and the performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for the period beginning July 1, 2013 and ending June 30, 2014

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of October, 2013

AGENCY: Adams County Development Council



President

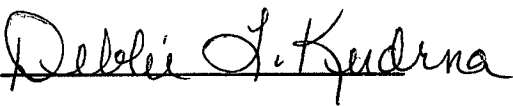
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of October, 2013

MUNICIPALITY: City of Othello



Mayor Tim Wilson

ATTEST:



Debbie L. Kudrna

ADDENDUM NO. 7

**Adams County Development Council
Municipal Services Agreement**

The 2008 Municipal Services Agreement entered into May 12, 2008 and terminated on December 31, 2008; and subsequently extended under terms of Addendum No. 1 to June 30, 2009; under terms of Addendum No. 2 to June 30, 2010; under terms of Addendum No. 3 to June 30, 2011 under terms of Addendum No. 4 to June 30, 2012; under terms of Addendum No. 5 to June 30, 2013; and, under terms of Addendum No. 6 to June 30, 2014 is hereby amended as follows:

III. Duration of Agreement

The terms of this Agreement and performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for a period beginning July 1, 2014 and ending June 30, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

1 Day of July, 2014.

AGENCY: Adams County Development Council

Ken Johnson
Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

14th Day of July, 2014.

MUNICIPALITY:

Shawn R. Loyer

ATTEST:

Dellie L. Kudrna

ADDENDUM NO. 8

**Adams County Development Council
Municipal Services Agreement**

The 2008 Municipal Services Agreement entered into May 12, 2008 and terminated on December 31, 2008; and subsequently extended under terms of Addendum No. 1 to June 30, 2009; under terms of Addendum No. 2 to June 30, 2010; under terms of Addendum No. 3 to June 30, 2011 under terms of Addendum No. 4 to June 30, 2012; under terms of Addendum No. 5 to June 30, 2013; and, under terms of Addendum No. 6 to June 30, 2014, under terms of Addendum No. 7 to June 30, 2015 is hereby amended as follows:

III. Duration of Agreement

The terms of this Agreement and performance of the AGENCY is hereby extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the original Agreement for a period beginning July 1, 2015 and ending June 30, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this
30th Day of July, 2015.

AGENCY: Adams County Development Council

Patrick Sw
Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed this

27th Day of July, 2015.

MUNICIPALITY:

Shawn R Lopez

ATTEST:

Dellie L Kuder
City Clerk