

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2021- 141

**A Resolution Authorizing Execution of an ILA with City of Ellensburg Regarding
Economic Development**

WHEREAS, Kittitas County and the City of Ellensburg are interested in promoting economic development; and

WHEREAS, TIP Strategies has previously prepared a local Economic Development Strategic Plan; and

WHEREAS, Kittitas County and the City of Ellensburg desire to move forward with its implementation, and execute the attached ILA; and

WHEREAS, Kittitas County finds such ILA to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that Kittitas County hereby authorizes execution of the ILA attached hereto as Exhibit "A" to implement strategies for local economic development.

ADOPTED this 19th day of October, 2021.


**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

ABSENT

Chairman



Vice-Chairman



Commissioner



Julie A. Kjorsvik

APPROVED AS TO FORM:

Neil Caulkins,
Deputy Prosecuting Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KITTITAS COUNTY AND
THE CITY OF ELLENSBURG FOR ECONOMIC DEVELOPMENT STRATEGIC
PLAN SERVICES**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into on this ^{20th} day of September, 2021 (“Effective Date”), by and between Kittitas County, a municipal corporation of the State of Washington, (hereinafter the “County”), and the City of Ellensburg, a municipal corporation of the State of Washington (hereinafter referred to as “City”).

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the needs of each community; and

WHEREAS, the City of Ellensburg allocated up to Seventy-Five Thousand Dollars and No Cents (\$75,000.00), from the City’s economic development fund, established with revenues from sale of the Ellensburg Incubator Building, for specified expenditures to create an Economic Development Strategic Plan for the City of Ellensburg and Kittitas County; and

WHEREAS, the County of Kittitas and the City of Ellensburg, are desirous of collaborating to develop a coordinated and updated Economic Development Strategic Plan with local and regional entities; and

WHEREAS, TIP Strategies prepared an Economic Development Strategic Plan (Release 1.0) for the Kittitas County Economic Development Group in July 2009; and

WHEREAS, the above-named municipal corporations desire to enter into an Interlocal Agreement to facilitate the use of funds for consultant services to conduct Phase 1 and Phase 2 services to develop a comprehensive Economic Development Strategic Plan outlined in the attached Scope of Work;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. PURPOSE: To provide for the shared funding of consultant services between Kittitas County and City of Ellensburg for creation of a coordinated economic development strategic plan with implementation actions.

2. RESPONSIBILITIES: As the County seat and largest municipality, the City of Ellensburg shall contribute an amount not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000.00) as reimbursement for fifty percent (50%) of eligible expenditures outlined in the TIP Strategies Scope of Work ("SOW"), attached hereto as Exhibit A. The City’s responsible portion shall exclude consultant expenses such as travel and lodging costs.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the Effective Date through December 31, 2023, unless extended by mutual written agreement as provided in Section 9, below.

4. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Kittitas County Board of County Commissioners on behalf of the above-named parties.

5. **PAYMENTS:** The Kittitas County Auditor (“Auditor”) shall serve as the fiscal agent for purposes of this agreement, and shall administer payments under this agreement as follows:

a. On or before the 10th day of each month, the Auditor shall identify any eligible expenditures incurred by Kittitas County against the SOW in the prior month and submit an invoice for up to 50% of reimbursable costs under the Agreement to the City for their proportional allocation of the expenditures, excluding consultant expenses such as travel and lodging costs.

b. Copies of supporting documentation for all expenditures must be attached to each invoice/certification.

c. The proportional share for payment of eligible expenditures under this Agreement by each party, shall be as follows:

<u>Party</u>	<u>Proportional Commitment</u>	<u>Total Maximum Commitment Intent Funds</u>
Kittitas County:	50%	\$75,000.00, plus approved expenses
Ellensburg:	50%	\$75,000.00, excluding expenses
Total	100.00%	\$150,000.00, plus approved expenses

d. Unless another method of transmittal is required in this agreement or by the administrative requirements, all invoices, certifications, and backup documentation shall be transmitted between the parties by email to the fiscal contact for each entity.

e. The City of Ellensburg will remit payment to Kittitas County for invoice within 30 days of receipt.

f. Fiscal contacts are as follows:

Kittitas County Auditor’s Office
City of Ellensburg

Judy Pless, Budget & Finance Mgr.
Jerica Pascoe, Finance Director

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law. The parties do not assume responsibility to the any other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability.

8. ADDITION OF OTHER CITIES: The Parties may mutually agree to add other cities within Kittitas County to this Agreement to be included in the SOW. The Parties shall determine the appropriate payment required of additional cities. Such required payment may take into account additional costs, if any, if the SOW is amended to include the additional cities. Added cities shall execute a signature page incorporating all the terms of this Agreement.

9. TERMINATION: This Agreement may only be terminated by mutual written agreement of all parties executed in the same manner as this Agreement. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. EXECUTION: Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original for filing by the Kittitas County Auditor pursuant to Section thirteen (14). It is understood that such execution shall not require one original Agreement be signed by all parties to this Agreement, but that there will be several duplicate originals signed by each party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each party. Each party to this Agreement shall be bound to it as of the date it is signed by that representative of the party.

14. **FILING:** Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the party's website.

DATED at Ellensburg, Washington, this 19th day of October, 2021.

BOARD OF KITTITAS COUNTY
COMMISSIONERS

ABSENT

BRETT WACHSMITH, Chair



LAURA OSIADACZ, Vice-Chair



CORY WRIGHT, Commissioner

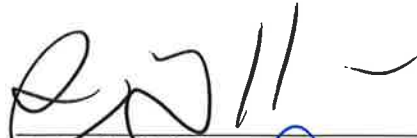


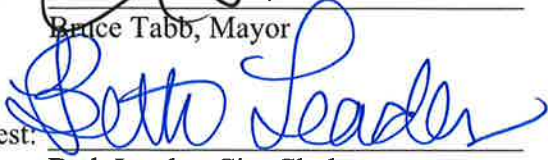


Julie Kjorsvik, Clerk of the Board


DATED this 20th day of September, 2021.

CITY OF ELLENSBURG

By: 
Bruce Tabb, Mayor

Attest: 
Beth Leader, City Clerk

Approved as to form:


City Attorney



July 30, 2021

Cory Wright, Commissioner
Kittitas County District 1
Kittitas County Courthouse
205 W 5th Ave
Ellensburg, WA 98926

Bruce Tabb, Mayor
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

Heidi Behrends Cerniwey, City Manager
City of Ellensburg
501 N Anderson Street
Ellensburg, WA 98926

Dear Mr. Wright, Mr. Tabb, and Ms. Cerniwey:

TIP Strategies, Inc. is pleased to present this scope of work for developing a strategic plan to guide the future of economic development in Kittitas County, the City of Ellensburg, and participating municipalities. To provide maximum flexibility, we have divided the tasks into two phases, each of which is priced separately. However, the phases are intended to complement each other, and pricing assumes completion of both phases. We feel strongly that completion of full scope of work will result in the best product.

SCOPE OF WORK

The scope for this work includes the following:

PHASE 1. OUTREACH & ALIGNMENT

- 1.1. **Project launch** | A virtual kickoff meeting will provide the opportunity to discuss objectives, define success factors, identify stakeholders, and review the team's expectations for the engagement.
- 1.2. **Planning context** | The team will examine the policies, relationships, and organizational priorities that will influence the planning process. The results will be expanded in subsequent tasks and help shape our recommendations in Phase 2.
 - **Policies.** Reviewing background documents allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
 - **Relationships.** A scan of the partner network will help define existing relationships in the county and the region and identify potential partnerships.
 - **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of the County's primary economic development activities and priorities.

- 1.3. **Economic context** | Our analysts will prepare a targeted assessment of factors that define Kittitas County's overall competitiveness and are of greatest concern to economic decision makers. Our analysis will be tailored to meet project objectives and to take advantage of available data resources. The results will be delivered in an electronic format, with significant findings integrated into the Phase 1 deliverable.
- 1.4. **Leadership workshop** | The consulting team will facilitate a workshop with local leaders and representatives of the community. We envision addressing the following objectives during this session:
 - **Trends & best practices.** Provide an overview of relevant trends and disruptions, along with national best practice examples for supporting recovery and fostering resilient economies.
 - **Common definition.** Ensure local leaders have an agreed-upon definition of economic development that will drive the planning process.
 - **Strategic direction.** Facilitate a discussion of the desired future of Kittitas County and the City of Ellensburg, to include a preliminary vision for economic development and broad goals and objectives.
- 1.5. **Stakeholder engagement** | Along with the leadership workshop, TIP will identify and engage a targeted set of partner organizations, stakeholder groups, and community leaders through roundtable discussions. In addition to providing meaningful information about relevant trends, barriers, and assets, engaging these entities and individuals will help communicate economic development priorities and build support for the outcome of the planning process. Where appropriate, confidential interviews can be conducted to solicit feedback on issues that may not surface in a collective setting.
- 1.6. **Network analysis** | Building on the context gained in prior tasks, we will examine the economic development network in greater detail. This analysis will expand on the scan of the partners completed in Task 1.2 and will consider major programs, initiatives, and assets that influence economic prosperity in the region. Consideration will also be given to staffing and resource levels for key partners, as well as how major program objectives and goals align with the outcome of the leadership, staff, and stakeholder discussions. The results can be used to facilitate greater collaboration and coordination, identify resources that could be brought to bear on specific projects, and highlight potential gaps and redundancies.
- 1.7. **Findings report** | TIP will prepare a summary of findings from Phase 1 that can be used to raise awareness of the role of economic development, illustrate Kittitas County's collective value proposition, and suggest opportunities that will drive local and regional growth for Kittitas County and, specifically, the City of Ellensburg.

PHASE 2. OPPORTUNITY & IMPLEMENTATION

- 2.1. **Best practices** | Drawing on our team's extensive network, we will research national best practices that may be a fit for Kittitas County and the City of Ellensburg based on our work in Phase 1. The results of this task will help shape our recommendations and will be integrated into the final deliverable as appropriate.
- 2.2. **Opportunity workshop** | TIP will facilitate an opportunity workshop designed to engage regional leaders in focused discussion of potential strategies. In addition, we will use this workshop to review findings from Phase 1, present relevant best practices, consider recommendations from the prior plan, and explore roles and responsibilities. The outcome of this task will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.
- 2.3. **Strategic plan** | Using findings from prior work and phases and the experience of the consulting team, TIP will prepare a strategic plan. In addition to outlining specific goals and strategies, the plan will highlight relevant findings from the Phase 1 report. Together with the implementation matrix (see Task 2.4), the resulting document will provide specific recommendations and tools needed to implement a long-term economic strategy for Kittitas County, the City of Ellensburg, and participating municipalities.

- 2.4. **Implementation matrix** | TIP will prepare a matrix that accomplishes the following:
- Identifies responsible parties and potential partnership opportunities, locally and regionally
 - Establishes timelines and sets priorities
 - Includes budget estimates (where applicable) and identifies potential funding sources
 - Defines meaningful and realistic performance metrics
- 2.5. **Final presentation & workshop** | Once the strategy is finalized, we will present the recommendations to the leadership. To build momentum for implementation, we will also facilitate an Implementation workshop focused on near-term tasks in conjunction with the final presentation. We have found this step capitalizes on the energy that is typically present at the rollout and helps to “jump start” the process.
- 2.6. **Virtual implementation workshops** | At three (3) months and six (6) months after plan completion, TIP will facilitate a virtual implementation workshop for county leadership focused on progress to date and next steps.
- 2.7. **Year 1 Scorecard** | At the one-year anniversary of plan completion, TIP will provide feedback on progress towards implementation of the plan. We anticipate this task would include the following:
- Working with community stakeholders to document the status of specific recommendations.
 - Evaluating progress on the strategic plan, highlighting successes, and providing recommendations to adjust and refine the plan as needed.
 - Updating performance indicators.
 - Preparing and presenting a Year 1 evaluation and scorecard along with next steps.

COST

The proposed cost for conducting this work is \$75,000 per phase, for a total fee of \$150,000, plus expenses. Expenses are subject to approval and include travel and lodging costs associated with conducting the scope of work outlined above.

Our standard payment terms are 20 percent of the project cost upon contract signing, with the remainder payable in monthly installments based on the estimated length of the engagement. The final invoice is typically held until a draft of all deliverables has been submitted. However, alternate payment terms would be considered as part of the contract negotiation.

NOTE: *TIP Strategies is committed to protecting the health of our clients, the communities they represent, and our team. Given varying rates of COVID-19 around the country and the range of social distancing policies in place, we anticipate a combination of virtual and in-person meetings for this work. Our team has extensive experience using easily accessible and user-friendly software for this purpose. The timing and number of any trips would be addressed as part of the project launch and would be revisited as necessary to conform with evolving public health guidelines. TIP Strategies is not responsible for situations resulting from forces outside our control, including public health emergencies connected with the COVID-19 pandemic, that restrict our ability to perform this work.*

We look forward to assisting you with this important work.

Sincerely,



Jeff Marcell, Principal