

**AGREEMENT BETWEEN
COLUMBIA RIVER ECONOMIC DEVELOPMENT COUNCIL
AND
THE CITY OF CAMAS
FOR ECONOMIC DEVELOPMENT SERVICES**

THIS Agreement is made this 1st day of January, 2014, by and between The City of Camas, a Washington municipal corporation, hereinafter called "Client", and the Columbia River Economic Development Council, hereinafter called "Contractor".

WHEREAS, the Contractor is a non-profit corporation of the State of Washington providing economic development services; and,

WHEREAS, the Client desires to promote economic development, support the expansion and retention of existing businesses within its jurisdiction to increase the level of business investment and job creation and increase tax revenues to support public services toward the benefit of its citizens; and,

WHEREAS, the Client requires economic development marketing, business recruitment and business expansion services toward those objectives; now, therefore,

In consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. A. General Goals.

The Contractor shall use its capabilities to promote and enhance economic development and employment opportunities in the service area of the Client in accordance with the mission and goals established by the Contractor's Board of Directors, with specific activities and goals set forth in the attached Exhibit "A". The Contractor shall use its resources to jointly market the facilities and capabilities within the jurisdiction of the Client to new and existing businesses with the goals of increasing Client revenues and general employment opportunities for the City of Camas and The City of Camas residents.

B. Core Business Growth and Business Recruitment Programs.

(1) The Contractor shall serve as a general economic development research and reference service for the Client, and in this capacity shall perform such functions as conducting ongoing basic market research, identification of target markets, provision of regional marketing and recruitment services aimed at target markets, participating in the process of responding to inquiries, site selection consultation, and case management, regarding new industries or other commercial ventures which seek information concerning the facilities and resources managed by the Client.

(2) The Contractor shall, upon request, consult with and assist the Client at reasonable times and in a reasonable manner to provide effective industrial and business marketing guidance to Client staff, and to provide services in the development and execution of programs aimed at better planning, utilization, promotion, and advertisement of community services, facilities, infrastructure, and property.

(3) The Contractor shall maintain and enhance working relations with existing businesses to assist them with start-up and expansion needs, technical assistance, access to business counseling and financing resources including aid and assistance to at-risk businesses.

(4) The Contractor shall assist the Client in preparing replies to inquiries received by the Client or the Contractor regarding Client facilities and resources relative to economic development retention and expansion opportunities.

(5) The Contractor shall assist the Client in applying for and administering economic development related grants.

(6) The Contractor shall maintain and update descriptive listings of available industrial sites for new or expanded industry, which are, or may be, served by the Client, including appropriate development information for those industrial sites.

(7) The Contractor shall provide bi-monthly activity reports and semi-annual reports on progress toward goals that provide performance information toward meeting established goals. The activity reports will be provided to the Client's CREDC board representative with the materials for each board meeting.

(8) The Contractor will communicate, coordinate and collaborate with the activities of the Camas-Washougal Economic Development Association.

2. Performance by the Client.

A. For the services identified in (1.B) Core Business Growth and Business Recruitment Programs (excepting item (7)), rendered by the Contractor, the Client will provide, by payment in cash, the amount of Twenty Five Thousand One Hundred Fifty Dollars (\$25,150). Payment shall be paid upon receipt of invoice from the Contractor.

3. Term. This Agreement shall be for a term of one year, commencing on January 1, 2014.

4. Assignment. This Agreement may not be assigned by either party except by signed amendment.

5. Breach.

A party's material breach or failure to perform any material covenant, term or condition of this Contract shall constitute an event of default under this Contract.

B. In the event of a default, the non-defaulting party shall have the right to withhold payments and/or services otherwise due to the defaulting party until such time as the alleged default has been cured. However, the non-defaulting party shall not exercise this right until it has given written notice of such default to the defaulting party and ten days have passed since the receipt of such notice by the defaulting party, during which period the alleged default has not been cured. This option is in addition to and not in lieu of the parties' right to terminate this Contract or any other right that State law offers for breach of contract.

C. If the event of a default, such default shall entitle the non-defaulting party to terminate this Contract for cause, provided that a non-defaulting party shall give the

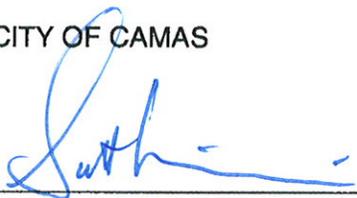
defaulting party at least twenty days' written notice of an intent to terminate this Contract for cause, specifying the particulars wherein it is claimed that there has been a default under this Contract. If at the end of such twenty day period the defaulting party has not cured the alleged default (or, in a case where the alleged default cannot be fully cured within such twenty day period, the defaulting party has not commenced and diligently pursued a cure of the alleged default), then the non-defaulting party may by written notice to the defaulting party declare the termination of this Contract .

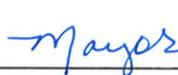
6. Non-Discrimination. The Contractor shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons, without respect to race, creed, or national origin, and in particular:
 - A. The Contractor shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,
 - B. The Contractor shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, color, religion, sex, Vietnam era veterans' status, disabled veteran condition, physical or mental handicap, or national origin.
7. Hold Harmless and Indemnification. The Contractor shall protect, defend, save harmless, and indemnify the Client, its officers, agents, and employees from and against any and all claims, damages; losses, and expenses, including reasonable attorney's fees, occurring, arising, or resulting from supplying work, services, materials, or supplies in connection with the performance of this Contract.
8. Entire Contract. This written agreement represents the parties' entire understanding regarding the subject matter herein. None of the terms of this written agreement can be waived or modified, except by an express agreement signed by the parties. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement.

THE CITY OF CAMAS

COLUMBIA RIVER ECONOMIC
DEVELOPMENT COUNCIL

By: _____







Mike Bomar, President

Exhibit "A"

CREDC Performance Goals and Report Format - 2014

Communitywide Performance Metrics– trends be reported annually

Metric	Benchmark	End of 2014
Assessed value of developed land		
Amount of new business investment		
Number of private businesses formed/attracted in target sectors		
Jobs and investment resulting from new business formation and attraction in target sectors		
Average annual pay		
Median family income		
Population over 25 with BA or higher		
Population over 20 with AA degree (but not BA or higher)		
Per capita income		
Number of jobs in Clark County		

Columns will be added for each year in order to create a trend line.

Annual Activity & Performance Metrics

INITIATIVE #1—BUSINESS GROWTH

	Annual Goal	Countywide Achievement	East County Achievement
Number of business visits	100		
Business Forums.	4	(list topics, dates, # of businesses participating in each)	
Conduct "Hackathon" event	1	(date, # of participants)	
"New-to-export" companies assisted	5		
"New-to- market" export companies assisted	2		
Assist businesses to create new jobs	500		
Assist businesses to consolidate facilities	2		
Capital investment by existing companies	\$20,000,000		

INITIATIVE #2—DOMESTIC AND INTERNATIONAL BUSINESS RECRUITMENT

	Annual Goal	Countywide Achievement	East County Achievement
Domestic prospects identified	20		
International prospects identified through relationships	10		
Companies recruited ¹	2		
Jobs created ² / ³ % in target industries	100/75%		
Recruiting trips	2-3	(dates, places)	
Site selection events hosted	2	(dates, # of firms participating)	
New capital investment	\$40,000,000 ³		

INITIATIVE #3—ENTREPRENEURSHIP AND INNOVATION

	Annual Goal	Countywide Achievement
PubTalk events, companies capitalized	5/4	(list dates, names of companies capitalized)
Investor funding strategy	Completed by end of 2013	y/n
Business accelerator tools	Gap analysis and strategy completed by end of 2013	y/n
Tenant referrals to Ft. Vancouver	5	

INITIATIVE #4—LAND FOR JOBS AND INFRASTRUCTURE

	Annual Goal	Countywide Achievement
Land assembly business plan developed	End of 2013	Y/N
Infrastructure priority matrix updated	Annually	Y/N
Pre-permitting plan and template	Completed, updated annually	Y/N
Inventory of sites	Update Annually	Y/N
Regulatory reform advocacy actions		List actions, dates
Comprehensive Plan processes	As they occur	List jurisdictions, type of participation

¹ Goal for 2014 forward

² Goal for 2014 forward

³ Goal for 2014 forward

INITIATIVE # 5—EDUCATION

	Annual Goal	Countywide Achievement
Presentations to businesses for co-research projects	25	
Partner participation opportunities supported	Not listed	
Research for WSUV research park	Completed by 2015	