

**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, 2012, by and between The City of Camas, a Washington municipal corporation, hereinafter called "Client", and the Columbia River Economic Development Council, Inc., 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 as 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 The City of Camas and The City of Camas residents.

B. Core Business Recruitment and Assistance Program.

(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 management reports that provide performance information toward meeting established goals.

(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 (B) Core Business Recruitment and Assistance Program (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 in four quarterly payments of \$6,287.50.

3. Term. This Agreement shall be for a term of one year, commencing on January 1, 2012.

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

5. Breach.

A. In the event of either party's material breach of the terms or conditions of this Contract, the non-breaching party reserves the right to withhold payments or services until corrective action has been taken or completed. However, the party shall not exercise this right until they have given written notice of such material breach to the breaching party and ten days have passed since the receipt of such notice. 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.

B. If either party shall materially breach any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, such material breach shall entitle the other party to terminate this Contract, provided that the party desiring to terminate for such cause shall give the offending party at least twenty days' written notice, specifying the particulars wherein it is claimed that there has been a violation hereof, and if at the end of such time, the party notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Contract shall be deemed complete.

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 issues 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. The parties agree that this Contract is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Further, any modification of this Contract shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto caused this Contract to be executed the day and year first here in above written.

THE CITY OF CAMAS

By: _____

Scott Higgins, Mayor

COLUMBIA RIVER ECONOMIC
DEVELOPMENT COUNCIL

Lisa Nisenfeld, President