

AMENDMENT TO AGREEMENT BETWEEN THE DOWNTOWN CAMAS  
ASSOCIATION AND THE CITY OF CAMAS FOR ECONOMIC  
DEVELOPMENT AND PROMOTION OF DOWNTOWN BUSINESSES

THIS Amendment is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Camas, a Washington Municipal Corporation, hereinafter called “City” and the Downtown Camas Association, a nonprofit Washington State corporation, hereinafter called “DCA”. The City and DCA collectively are referred to as “Parties”.

WHEREAS, on April 16, 2012, City and DCA entered into an Agreement relating to economic development and promotion of downtown businesses which designed DCA to serve as a general economic development promotion, recruitment and preservation service for the Camas downtown area, outlines certain responsibilities associated thereto, and, contingent on allocation of City budget funds, appropriate the yearly sum of \$15,000 for DCA services as ascribed thereto; and

WHEREAS, since the commencement of the 2012 Agreement the City acknowledges the public benefit obtained through the working relationship with DCA through their attention to organization and promotion of the Camas downtown area; and

WHEREAS, DCA is a sole-source provider of services under the Washington State Main Street Program; and

WHEREAS, RCW Chapter 82.73 provides for a Public Utility Tax (PUT) credit for private contributions to eligible downtown organizations; and

WHEREAS, in reliance upon receipt of the PUT credit the City as part of the 2021 budget cycle, allocated the sum of \$60,000 to DCA; and

WHEREAS, for 2022 the City will pledge to allocate a sum of \$60,000 which, upon approval by the Department of Revenue, will allow the City to be eligible for a tax credit worth 75% of the contribution as set forth herein; and

WHEREAS, subject to the terms and conditions as set forth herein the 2021 and 2022 contributions shall be in lieu of the annual \$15,000 contribution as otherwise set forth within the April 16, 2012 Agreement; and

WHEREAS, except as otherwise set forth herein the Agreement dated April 16, 2012, shall remain in full force and effect.

THEREFORE, the Parties mutually agree as follows:

1. The City has or will appropriate through the budget the sum of \$60,000 for the DCA for 2021 and 2022.
2. The Parties shall utilize best efforts and shall mutually cooperate in the execution of any and all documents necessary for application to the State of Washington for any rebate associated with the Main Street Program.
3. In the event the City does not timely receive the rebate as otherwise provided for by State law then the parties agree to cooperate in good faith in relation to reallocating budget funds for subsequent years funding of the DCA as set forth in the Agreement. As set forth in Section 4 of the Agreement nothing in this Amendment shall be construed as a promise or commitment by the City to provide funds to the DCA beyond the amount appropriated for any fiscal year.
4. Except as specifically set forth herein, the Agreement dated April 16, 2012, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto caused this amendment to be executed the day and year first herein above written.

THE CITY OF CAMAS

DOWNTOWN CAMAS  
ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_

City Attorney