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BUSINESS DEVELOPMENT CENTER EDUCATIONAL FUNDING AGREEMENT

THIS BUSINESS DEVELOPMENT CENTER EDUCATIONAL FUNDING AGREEMENT ("the Agreement") is entered into this 17th day of Jan, 2007, by and between the **CITY OF WOODINVILLE**, a Washington municipal corporation (hereinafter the "City"), and the **UNIVERSITY OF WASHINGTON, BOTHELL**, located and doing business at 18115 Campus Way NE, Bothell, Washington (hereinafter the "UWB").

RECITALS

WHEREAS, the City and the UWB are committed to being leaders and partners in building a strong and vibrant community by fostering public/private collaborative opportunities that strengthen the economic, social, educational and cultural life of Woodinville;

WHEREAS, the City is interested in partnering with the University of Washington, Bothell and other public and private sector partners to establish the Business Development Center (BDC) at the University of Washington, Bothell; and,

WHEREAS, the City and UWB have agreed to provide financial and/or in kind resources to support the establishment of the BDC; and,

WHEREAS, many UWB students reside, work, recreate and/or shop within the Woodinville community; and

WHEREAS, the successful implementation of the BDC will result in significant benefit to the economic vitality and sustainability of the local area, specifically including the Woodinville community, as well as the educational goals of the UWB and other education partners in the project;

WHEREAS, by supporting the establishment of the BDC pursuant to this Agreement, the City will advance the following goals and policies of the Woodinville Comprehensive Plan's Economic Development Element:

- o Goal ED-1 (assuming a positive, partnership role in retaining and enhancing the City's diverse and vital economic base by assisting existing firms and welcoming new firms)
- o Policy ED-1.8 (supporting the City's economic development goals and policies through cooperation with the private sector on public/private partnerships)
- o Policy ED-1.11 (cooperating with educational institutions to avail quality educational opportunities to the Woodinville community);

WHEREAS, by supporting the establishment of the BDC pursuant to this Agreement, the City will advance the following goals of the City's draft Economic Development Strategic Action Plan:

- o Goal 1, Priority 6(B) (partnering with the Chamber of Commerce and local educational institutions to provide business support programs)
- o Goal 1, Priority 6(B)(1) (supporting development of a University of Washington entrepreneurship center)

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City of Woodinville

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

Section 1. Goals and Objectives. The BDC establishes the following general goals and objectives for the initial phase:

- A. The mission of the BDC at the University of Washington, Bothell (UWB) is to foster a vibrant, sustainable economy and excellent quality of life in the Northshore region, specifically including the Woodinville community, by providing business assistance to small business clients with special focus on start-ups in emerging industries, existing companies seeking to leverage technology to develop their businesses, and women- and minority-owned businesses. The BDC provides exceptional educational experiences for students from UWB and other participating educational institutions that assist the clients.
- B. Administrative Structure - The BDC will be a unit of the Business Program at UW, Bothell with reporting line to the Program Director.
- C. An Advisory Board consisting of representatives of the community (including some small business owners) as well as partner educational institutions will be created.
- D. The BDC will be closely allied with the highly successful Business and Economic Development Program (BEDP) at the University of Washington, Seattle. BEDP assists businesses across Washington immersing UWB Business School students in innovative learning communities with Washington's racially and technically diverse business and nonprofit communities.

Section 2. Performance Measurements/Milestones. The BDC identifies the following performance measures and milestones:

- A. UWB will hire a part-time business counselor to respond to requests from community businesses for assistance. Businesses will receive one-on-one counseling or will be referred to other resources within the network as appropriate.
- B. Student consulting teams from UWB and at institutions partnering with the BDC will be formed to provide technical assistance to business owners.
- C. UWB will submit an annual report to the City detailing the objective and subjective impacts the BDC has had on the business and educational participants in the program.

Section 3. Support; Refund

- A. The City shall allocate to UWB \$5,000 in 2007 to support the activities of the BDC. This is the maximum to be paid under this Agreement, and shall not be exceeded

without the prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

- B. The City shall make said payment in one lump sum within 30 days of the execution of this Agreement. The UWB shall deposit these funds in a special account to be utilized only in support of the BDC.
- C. If the funds allocated to UWB pursuant to Section 3(A) of this Agreement are either (1) expended wholly or partially by UWB for a purpose other than direct support of the BDC as provided hereunder, or (2) not wholly expended by UWB within 12 months of the effective date of this Agreement, UWB shall promptly return said funds to the City.
- D. Nothing herein shall obligate the City to provide future funding to UWB additional to the allocation specified in Section 3(A) of this Agreement.

Section 4. UWB Commitment.

- A. The BDC will be an administrative unit of UWB's Business Program.
- B. On-site services will be provided at UW, Bothell and the network of existing services will be used to supplement them.
 - a. On-site services will consist primarily of one-on-one business counseling and the augmentation of student consulting teams.
 - i. The network of business service providers would provide supplemental services and enhancements, and referrals to these providers would occur both through personal contacts and on-line services.

Section 5. Duration of Work. The duration of this phase of the BDC, for which the City is providing support, is for calendar year 2007.

Section 6. Indemnification. The UWB hereby releases, covenants not to bring suit and agrees to indemnify, protect, defend and hold harmless the City, its officers, officials, employees, from any and against all claims, costs, judgments, awards or liabilities to any person, including claims by UWB's own employees, arising out of this Agreement, including those resulting from the negligent acts or omissions of the UWB, its officers, employees, agents, students, representatives or subcontractors.. UWB's obligations under this section expressly include the waiver of UWB's immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes hereof. Said waiver has been mutually negotiated by the parties.

PROVIDED, that in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the

UWB and the City, its officers, officials, employees, agents, or representatives, UWB's liability hereunder shall only be to the extent of the UWB's negligence.

Section 7. Entire Agreement. The written terms and provisions of this Agreement, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto.

Section 8. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and UWB.

Section 9. Assignment. Any assignment of this Agreement by the UWB without the written consent of the City shall be void.

Section 10. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this writing.

City of Woodinville
c/o City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

Notices to University of, Washington, Bothell shall be sent to the following address:

University of Washington, Bothell
Business Program Director
18115 Campus Way N.E.
Bothell, Washington 98011

Section 11. Governing Law, Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning. The City shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and UWB under any of the provision of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the

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c/o City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

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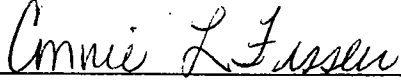
University of Washington, Bothell
Business Program Director
18115 Campus Way N.E.
Bothell, Washington 98011

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If any dispute arises between the City and UWB under any of the provision of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the UWB does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

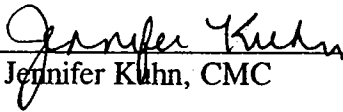
CITY OF WOODINVILLE



By: Connie Fessler

Its: City Manager

ATTEST/AUTHENTICATED:



City Clerk, Jennifer Kuhn, CMC

APPROVED AS TO FORM:



Woodinville City Attorney

UNIVERSITY OF WASHINGTON, BOTHELL:



By: A Steven Holland

Its: Director, Business Program



UNIVERSITY OF
WASHINGTON

BOTHELL

BUSINESS ADMINISTRATION PROGRAM

Copies to:

Admin File
Council
Jim K
Rich L.

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City of Woodinville

January 24, 2008

The Honorable Scott Hageman
Mayor, Woodinville
17301-133rd Avenue NE
Woodinville, WA 98072

Dear Mayor Hageman:

I wish to thank you and all of the members of the Woodinville City Council for giving me the opportunity to present the Annual Report of the Business Development Center to the City Council at the meeting on January 22nd.

In accordance with the Council's instructions, I am happy to submit a request for \$5000 to be used for continued operation of the BDC in 2008.

On behalf of the faculty and students at the University of Washington Bothell and our community college partners as well as the business owners that we serve, I want to thank the City of Woodinville for consideration of this request and for its continued support of the BDC.

Sincerely,

Walter R. Freytag, Ph.D.
Assistant Director