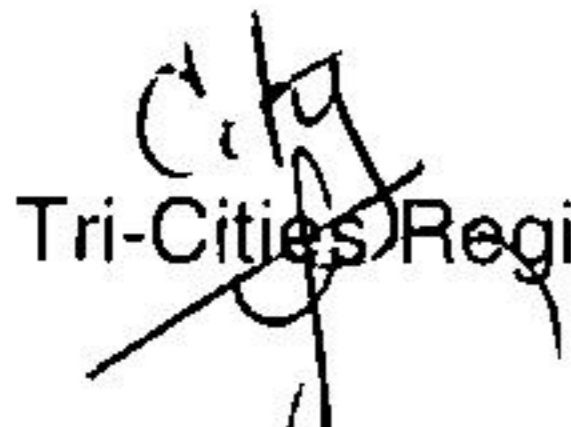


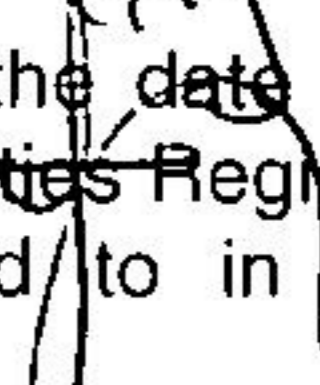
COOPERATIVE FUNDING AGREEMENT

among

 City of Richland, City of Kennewick,
Tri-Cities Regional Chamber of Commerce and Tri-Cities Research District

for

Development of a Web Portal for Small Business and Entrepreneurial Development

This **COOPERATIVE FUNDING AGREEMENT** ("Agreement") is entered as of the date it is executed by all Parties, which consist of City of Richland, City of Kennewick,  Tri-Cities Regional Chamber of Commerce and Tri-Cities Research District, collectively referred to in this Agreement hereafter as the "Parties".

Whereas, a web based tool that would provide small businesses and entrepreneurs throughout the Tri-Cities access to information and services that are available to support business creation, growth and expansion, hereinafter referred to as the "Business Portal", would serve businesses throughout the Tri-Cities and benefit organizations that provide these services to business; and,

Whereas, the City of Richland solicited through a Request for Proposals companies that could develop a Business Portal; and,

Whereas, interviews of prospective companies were conducted by a team of organizations who provide services to small businesses in the Tri-Cities; and,

Whereas, based on interviews and review of the proposals the team recommended that USSourcelink™ Network provided the most complete proposal for developing the Business Portal; and,

Whereas, the City of Richland is prepared to enter into an agreement with the University of Missouri to license USSourcelink™ and to take other such actions as necessary to develop Business Portal website; and,

Whereas, the Parties desire to implement this effort on a cost-shared basis in a manner deemed most efficient and effective for the Parties;

Now therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 – Purpose. The purpose of this Agreement is to formalize a commitment by the parties to financially support, to the extent allowed by law, the development of a Business Portal and to license the Business Portal for one calendar year. This is a cost-sharing Agreement only, and does not commit any of the Parties to any work or resources beyond the one-time cash contributions outlined herein.

Section 2 – Administration. This Agreement will be administered by City of Richland, by designee of the City Manager. City of Richland will manage the development of the Business Portal and provide regular progress reports to the other Parties.

Section 3 – Funding. Each Party hereby commits to provide one-time cash funding as set forth below:

(a) City of Richland	\$20,000.00
(b) City of Kennewick	\$20,000.00
(c) Tri-City Regional Chamber of Commerce	\$ 5,000.00
(d) Tri-City Research District	\$ 5,000.00

The above payments amount to \$50,000.00 and will be made directly to City of Richland within sixty (60) days of execution of this Agreement. City of Richland will begin development upon execution of this Agreement by the Parties; provided if all such contributions have not been received within 60 days of the effective date of this Agreement, City of Richland may terminate this Agreement and return all funds. City of Richland will reimburse back to the Parties a pro rata equal share of any monies remaining after the project is completed.

Section 4 – This section intentionally left blank.

Section 5 – Modification. Except as set forth above, this Agreement may be terminated or modified only by unanimous written consent of each Party signed hereto.

Section 6 – Term of Agreement and Termination. This Agreement is effective upon execution of the Agreement by the Parties through December 31, 2011.

Section 7 – Filing. This Agreement shall be effective upon filing with the Benton County Auditor after it is fully executed.

Section 8 – Records. The records and documents associated with all matters covered by this Agreement shall be owned by City of Richland and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.


Section 9 – No Separate Legal Entity. No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein.

Section 10 – Severability. In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not effect any 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.

[remainder of page intentionally left blank]

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.


City of Richland



Cynthia D. Johnson
City Manager

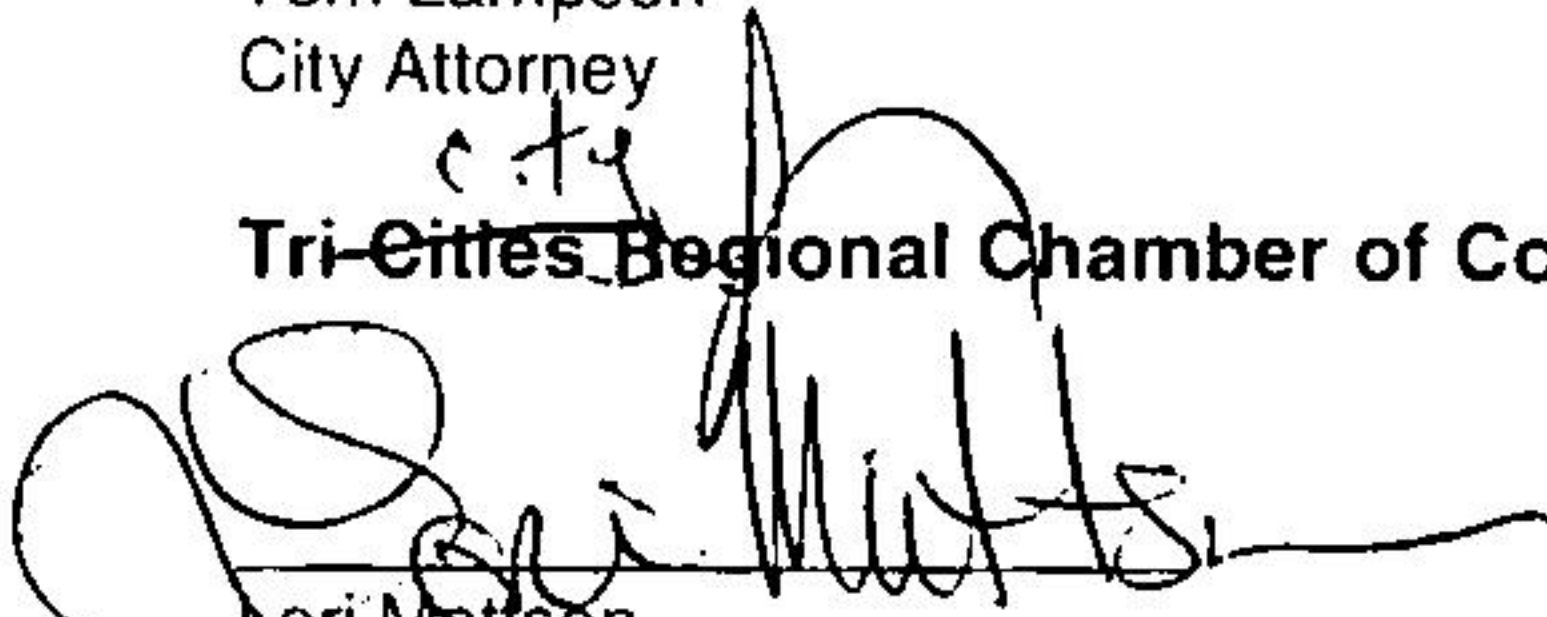
date: 1-10-11

Approved as to Form:



Tom Lampson
City Attorney

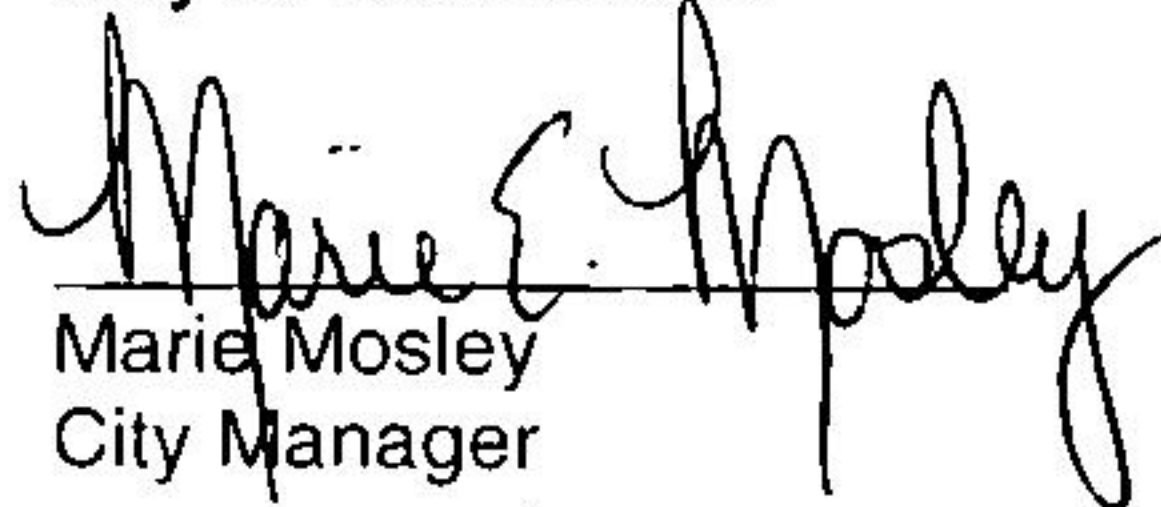
Tri-Cities Regional Chamber of Commerce



Lori Mattson
President

date: 1-14-11


City of Kennewick



Marie Mosley
City Manager

date: 2/22/11

Approved as to Form:



Lisa Beaton
City Attorney

Tri-Cities Research District



Diahann Howard
Executive Director

date: 1-11-11