



CONTRACT NO. 84-15

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City Clerk's Office
City of Richland
P.O. Box 190, MS-05
Richland, WA 99352

FIRST AMENDED AND RESTATED 2004-007529
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER

Grantor: City of Richland, Washington
Grantee: Richland Public Facilities District
Legal Description: N/A
Assessor's Tax Parcel ID#: N/A
Reference # (If applicable):

**FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER**

between

**CITY OF RICHLAND, WASHINGTON
and
RICHLAND PUBLIC FACILITIES DISTRICT**

**Dated as of
June 24, 2015**

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**FIRST AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE FINANCING OF A REGIONAL CENTER (this "Agreement"), is dated as of June 24, 2015, is made by and between the CITY OF RICHLAND, a municipal corporation of the State of Washington (the "City"), and the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington (the "District" and, together with the City, the "Parties"), and amends and restates in its entirety that certain Interlocal Agreement for the Financing of a Regional Center between the Parties, dated as of January 13, 2004 (the "Prior Interlocal Agreement"). As of the date first written above, this Agreement supersedes and restates in its entirety the Prior Interlocal Agreement and the Prior Interlocal Agreement shall no longer be in effect.

WITNESSETH:

WHEREAS, the City is authorized by chapter 67.28 RCW, either individually or jointly with another municipal corporation, to acquire and operate "tourism-related facilities" and, under RCW 67.28.1815, is authorized to enter into interlocal agreements under chapter 39.34 RCW for the utilization of revenue from lodging taxes imposed under chapter 67.28 RCW for the purposes of funding a multijurisdictional tourism-related facility; and

WHEREAS, the City is authorized by RCW 67.28.180 and 67.28.181 to impose a basic and additional lodging tax, respectively, to be used, among other things, to pay the costs of acquiring or operating tourism-related facilities; and

WHEREAS, RCW 67.28.080(7) defines "tourism-related facility" to mean real or tangible personal property with a usable life of three or more years and used to support tourism, performing arts, or to accommodate tourist activities; and

WHEREAS, the District is authorized by chapter 35.57 RCW to acquire, construct, own, remodel, maintain, equip, repair and operate "regional centers," as defined in RCW 35.57.020, which definition includes special event facilities available to the public and used for community events, trade shows, and artistic, musical, theatrical, or other cultural exhibitions, presentations, or performances, together with related parking facilities, so long as such facilities serve a regional population and are constructed, improved or rehabilitated after July 25, 1999, at a cost of at least \$10,000,000; and

WHEREAS, pursuant to such authority, the District has acquired, constructed and equipped the Hanford Reach Interpretive Center (the "Regional Center") and the City and the District intend that the District will continue to maintain and operate the Regional Center as both a "tourism related facility" within the meaning of RCW 67.28.080(7) and a "regional center" within the meaning of RCW 35.57.020; and

WHEREAS, the City and the District each are authorized by state law to acquire and operate the Regional Center, and propose to use one or more agreements to make effective and efficient use of the powers and authorities individually granted to them to construct,

finance, own and operate convention and other tourism-related facilities to serve the City, the District and adjacent regional areas; and

WHEREAS, pursuant to a Sublease Agreement, dated as of July 13, 2011, as amended by the First Amendment to Sublease Agreement, dated March 2, 2012, as further amended by the Second Amendment to Sublease Agreement, dated September 19, 2012, as supplemented by the Facility Contingency Fund Agreement, dated as of April 19, 2013, and as it may in the future be amended or supplemented from time to time (as amended and supplemented, the "Sublease"), the City has subleased land to the District until March 26, 2054, on which the District has constructed and operates the Regional Center; and

WHEREAS, RCW 67.28.130 authorizes the City and the District to participate in the financing of all or any part of the Regional Center on such terms as may be fixed by agreement between the respective legislative bodies without submitting the matter to a vote of the electors thereof, unless the provisions of the general laws of this state applicable to the incurring of indebtedness require such submission; and

WHEREAS, the City has previously pledged a portion of its Additional Lodging Tax to assist in financing the cost of developing and operating the Regional Center and desires to continue making such annual contributions (the "Lodging Tax Contribution") to the District for this purpose; and

WHEREAS, on October 27, 2003, the City's lodging tax advisory committee reviewed the District's request and has recommended to the City Council that a portion of the City's additional lodging tax be applied to the development and operation of the Regional Center; and

WHEREAS, in consideration for the City's pledge of the Lodging Tax Contribution to such purpose and certain District financial and operating covenants, the City and the District entered into an Interlocal Agreement for the Financing of a Regional Center dated as of January 13, 2004 (the "Prior Interlocal Agreement"), which agreement the City and the District wish to amend to reflect the defeasance and refunding of the District's outstanding Limited Sales Tax Bonds, 2004 (the "2004 Bonds") by the issuance of the District's Limited Sales Tax Refunding Bonds, 2015 (the "2015 Bonds"); and

WHEREAS, pursuant to Section 5.06 of the Prior Interlocal Agreement, the City and the District find and determine that the execution of this Agreement does not materially adversely affect the owners of any Bonds because, as of the effective date of this Amendment, the 2004 Bonds will have been legally defeased, no consent to this amendment is required thereunder, and the 2015 Bonds will be issued under the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Agreement (including in the recitals set forth above) shall have the meanings set forth below, and, if not otherwise defined in this Agreement, shall have the meanings given such terms in the 2015 Bond Resolution and the 2015 Contingent Loan Agreement.

(a) “Additional Lodging Tax” means the City’s 2% tax on the sale of or charge made for the furnishing of lodging that is subject to tax under chapter 82.08 RCW, imposed pursuant to RCW 67.28.181.

(b) “Benton PFD” means the Benton County Public Facilities District.

(c) “Benton PFD Interlocal” means the Interlocal Agreement Providing for the Joint Development of a Regional Center Serving Communities in the Tri-Cities Region, dated as of October 24, 2003 between the District and the Benton PFD, as it may be amended from time to time.

(d) “Bond Resolution” means, depending on context, either (a) Resolution No. 01-04 of the District, adopted on February 17, 2004, authorizing issuance of the 2004 Bonds (the “2004 Bond Resolution”), or (b) Resolution No. 08-2015 of the District, adopted on May 21, 2015, authorizing issuance of the 2015 Bonds (the “2015 Bond Resolution”).

(e) “Bonds” means the following notes or bonds issued by the District to finance or refinance the acquisition, construction and equipping of the Regional Center: the District’s Limited Sales Tax Obligation Bonds, 2004 (the “2004 Bonds”), the Limited Sales Tax Obligation Refunding Bonds, 2015 (the “2015 Bonds”) and any Additional Sales Tax Bonds that may be permitted to be issued consistent with the 2015 Contingent Loan Agreement.

(f) “City” means the City of Richland, Washington.

(g) “Contingent Loan Agreement” means, depending on context, either (a) the Contingent Loan Agreement, between the City and the District, dated as of January 13, 2004, securing repayment of the 2004 Bonds (the “2004 Contingent Loan Agreement”), or (b) the Contingent Loan Agreement, between the City and the District, dated as of June 24, 2015, securing repayment of the 2015 Bonds (the “2015 Contingent Loan Agreement”).

(h) “District” means the Richland Public Facilities District.

(i) “Facility Contingency Fund Agreement” means the Facility Contingency Fund Agreement, dated as of April 19, 2013, by and between the City and the District, as it may be amended from time to time.

(j) “Ground Lease” means the Department of Army Lease to the City of Richland, Washington for Public Park and Recreational Purposes (No. W912EF-1-04-14), by and between the City and the U.S. Army Corps of Engineers, dated as of March 26, 2004, and as it may be amended from time to time.

(k) “Lodging Tax Contribution” means the annual contribution of \$125,000 per calendar year from receipts of the City’s Additional Lodging Tax, contributed by the City to the financing of the Regional Center, in accordance with Section 3.01 of this Agreement.

(l) “Real Property Agreements” means, together, (i) Ground Lease; (ii) the Sublease; and (iii) the Facility Contingency Fund Agreement.

(m) “Regional Center” means the interpretive center and museum to be developed and operated by the District as a regional center pursuant to RCW 35.57.020.

(n) “Sales Tax Revenues” means amounts received by the District from the sales and use tax imposed by the District pursuant to RCW 82.14.390.

(o) “Sublease” means the Sublease Agreement (Columbia Park West) (Contract No. 43-11), by and between the City and the District, dated as of July 13, 2011, as amended by the [First] Amendment to Sublease Agreement, as of February 21, 2012, and by the Second Amendment to Sublease Agreement, dated as of September 19, 2012, and as may be further amended from time to time.

ARTICLE 2

DEVELOPMENT AND OPERATION OF THE REGIONAL CENTER

Section 2.01. Joint Development of the Regional Center. The purpose of this Agreement is to provide for the refinancing of a Regional Center as a joint undertaking of the City and District. The City and the District developed the Regional Center and operate the Regional Center, in accordance with this Agreement and the Real Property Agreements, as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020. The Regional Center is intended to serve the City, the District and their respective residents, as well as to draw tourists to the Benton County region and the State.

Section 2.02. Certain Lead Agency Responsibilities.

(a) The District, on behalf of the City and itself, will: (i) be the agency with the primary responsibility for the development and operation of the Regional Center as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020; (ii) finance (in conjunction with the City), acquire, design, construct, own, operate and maintain the Regional Center; and (iii) otherwise administer the development and operation of the Regional Center for the benefit of itself and the City and in cooperation with the City.

(b) In accordance with the Sublease, the District shall lease the site on which the Regional Center is located from the City. Title to Regional Center property (other than the land leased to the District by the City) shall rest in the District, which will hold that property for the benefit of the Parties. The City shall not acquire an ownership interest in the Regional Center other than pursuant to the 2015 Contingent Loan Agreement.

(c) The District, on behalf of itself and the City, will take all action necessary to develop, operate and maintain the Regional Center for use as both a “tourism-related facility” within the meaning of RCW 67.28.080(7) and a “regional center” within the meaning of RCW 35.57.020.

(d) The District will maintain complete books and records relating to the operation of the Regional Center and its financial affairs and will cause such books and records to be audited by an independent auditor (which may include the State Auditor’s Office’s periodic audits). The District will further provide to the City annual financial reports (including a statement of net position, statement of revenues, expenses and changes in net position, and a statement of cash flows) and will otherwise cooperate with the City to the extent necessary to permit the City to incorporate the District’s financial information into the City’s comprehensive annual financial reports within the timeframes required by the City. If regulatory requirements make it necessary to obtain an independent audit of District finances in a year in which the State Auditor’s Office is not scheduled to perform and audit, the District shall obtain an audit at the District’s expense. If the City requests an independent audit of District finances for its convenience in a year in which the State Auditor’s Office is not scheduled to perform an audit, the City shall bear the cost of such audit.

(e) The District will periodically provide reports to the City on the operation of the Regional Center and any proposed capital projects, at such times and in such form as the City may reasonably require. In addition to those reports required under the Sublease, the District shall provide timely reports supplying information necessary to enable the City to comply with the lodging tax reporting requirements under RCW 67.28.1816 and other applicable state law, as such laws may be amended from time to time, recognizing that the District will use its best efforts to collect such information from visitors. The Parties acknowledge that, as of the date of this Agreement, the information required under RCW 67.28.1816 includes the actual number of people traveling to the Regional Center for business or pleasure on a trip: (i) away from their place of residence or business and staying overnight in paid accommodations; (ii) to a place fifty miles or more one way from their place of residence or business for the day or staying overnight; or (iii) from another country or state outside of their place of residence or their business.

(f) The District will use its best efforts to operate the Regional Center in a businesslike manner and provide a level of service equivalent to or better than the services provided by comparable public facilities in the state.

(g) The District agrees to acquire and maintain insurance in the form and amounts as are required under the Sublease.

Section 2.03. Funds and Accounts.

(a) Funds and Accounts Held By District.

(i) *District Operating Account.* The District has created within its General Fund an Operating Account and a Capital Account. The District shall hold, invest and use the funds therein for District purposes. The District has agreed in the Sublease to maintain a

minimum balance in the Operating Account sufficient to provide adequate operating reserves as set forth in the Sublease.

(ii) *Other Accounts.* [Reserved.]

(b) Funds and Accounts Held by City.

(i) *Agency Fund.* The City has established an agency fund, separate and apart from all City funds and accounts, to be used solely for (A) the deposit of revenues received on behalf of the District from the Department of Revenue in respect of the Sales Tax Revenues (after application of such Sales Tax Revenues in accordance with the 2015 Bond Resolution), and (B) to establish the Bond Debt Service Account within the Agency Fund as described in paragraph (ii) of this subsection. The City shall hold and invest the money held in the Agency Fund on behalf of the District, in accordance with the City's investment policies and applicable State law, and shall distribute the funds held therein (other than those funds held in the Bond Debt Service Account) to the District for deposit to the District Operating Account periodically, within 10 business days following each debt service payment date with respect to the 2015 Bonds, and at any other time upon request of the District, provided that the City shall not be required to make disbursements more than six times per calendar year.

(ii) *Bond Debt Service Account.* Pursuant to the 2015 Bond Resolution, the District has created within its General Fund, a Bond Debt Service Account, which is held in the custody of the City within the Agency Fund described in paragraph (i) of this subsection. For so long as the Bonds remain outstanding, the City shall hold and invest, on behalf of the District, the Bond Debt Service Account and any subaccounts therein in accordance with City investment policies, applicable State law and the 2015 Bond Resolution. The City shall deposit therein (A) the Lodging Tax Contribution, (B) all amounts received by the City on behalf of the District from the Benton PFD pursuant to the Benton PFD Interlocal Agreement, (C) all other deposits of Sales Tax Revenues or other funds of the District received from or on behalf of the District for this purpose, and (D) the proceeds of any Loans made by the City under the 2015 Contingent Loan Agreement. The City shall apply the funds therein to make the debt service payments in respect of the Bonds to the Fiscal Agent (as defined in the 2015 Bond Resolution) on behalf of the District in accordance with the 2015 Bond Resolution and the 2015 Contingent Loan Agreement.

(iii) *Facility Contingency Reserve.* Pursuant to the Facility Contingency Fund Agreement, the City has created a Facility Contingency Fund into which are deposited certain payments made by the District to the City. The City shall continue to hold, invest and apply the money deposited therein in accordance with the Facility Contingency Fund Agreement.

Section 2.04. Issuance of Bonds to Finance Regional Center.

(a) The District previously issued long-term obligations, and obtained funds from other sources, in amounts sufficient to provide for the design and construction of the Regional Center. The total cost of design and construction of the Regional Center was more than \$10 million.

(b) As part of the District's obligations under the Prior Interlocal Agreement, the District issued its \$7,000,000 principal amount of 2004 Bonds, payable from Sales Tax Revenues; from amounts received from the City hereunder; and from contributions made by the Benton PFD under the Benton PFD Interlocal. The City and the District also entered into a Contingent Loan Agreement, dated as of January 13, 2004 (the "2004 Contingent Loan Agreement") whereby the City pledged to make loans to the District if necessary to provide for timely repayment of the 2004 Bonds.

(c) Simultaneous with the effective date hereof, the District is issuing its \$5,035,000 principal amount of 2015 Bonds and the proceeds of which shall be used to carry out the defeasance and refunding of all of the outstanding 2004 Bonds pursuant to a plan of refunding that will result in a debt service savings to the District. The City and the District have also simultaneously entered into a new Contingent Loan Agreement, dated as of the date hereof (the "2015 Contingent Loan Agreement"), whereby the City has agreed to make loans to the District if necessary to provide for timely repayment of the 2015 Bonds.

(d) Bonds issued by the District, and disclosure documents related thereto, shall contain a statement substantially to the effect that the Bonds are not obligations of the City. Such disclosure documents shall also contain the statement in substantially the following form: "The City of Richland is a municipal corporation of the State of Washington that is separate from the District. All liabilities incurred by the District shall be satisfied exclusively from the assets, credit, and property of the District and, except as expressly provided in the Contingent Loan Agreement, no creditor or other person shall have any right of action against or recourse to the City of Richland or any of its assets, credit, or services on account of any debts, obligations, liabilities, or omissions of the District."

ARTICLE 3 PAYMENT OF LODGING TAXES TO THE DISTRICT

Section 3.01. Payment of Lodging Taxes to the District. The City agrees to pay to the District a Lodging Tax Contribution in the amount of \$125,000 per calendar year of Additional Lodging Tax, in each calendar year beginning with 2004 and continuing through and including the earlier of 2029 or the calendar year that the Bonds are no longer outstanding. The Lodging Tax Contribution shall be used solely for the purposes of paying a portion of the costs of acquiring, constructing and operating the Regional Center as a "tourism related facility" within the meaning of RCW 67.28.080(7). The parties intend that the City's Lodging Tax Contribution will be part of the matching funds required by RCW 82.14.390(4).

Section 3.02. Timing of Payments. The City shall deposit to the Principal and Interest Subaccount within the Debt Service Account, within 10 days after receipt of its monthly disbursement of Additional Lodging Tax collections, an amount equal to at least 1/12th of the annual Lodging Tax Contribution, until such time as the annual Lodging Tax Contribution amount required under Section 3.01 has been so deposited. No additional such deposit shall be required in any calendar year after the obligation to make the Lodging Tax Contribution has been met.

Section 3.03. Nature of City's Obligation.

(a) The City's obligation to make the Lodging Tax Contribution to the District in the amounts, at the times and in the manner described herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The full faith, credit and resources of the City are pledged irrevocably for the payment to the District of the Lodging Tax Contribution described herein. The City acknowledges that the Lodging Tax Contribution will assist the District in satisfying its obligations relating to the District Bonds, and that the District will pledge money received on account of the Lodging Tax Contribution to the payment of the District Bonds. The City further acknowledges that its commitment under this Agreement constitutes a valid and binding enforceable, contractual commitment by the City. The obligation of the City to make the Lodging Tax Contribution hereunder shall terminate upon payment in full of the principal of and interest on the Bonds.

(b) It is understood and agreed by the City and the District that the City shall have no liability to fund revenue shortfalls or have any other financial commitments to the District hereunder other than to make the Lodging Tax Contribution. The City shall have no obligation for, and shall not be liable for, the payment of amounts due to the District from any other party. Except for indemnification pursuant to Article V, the City shall have no claim hereunder on the revenue of the District.

(c) The City agrees to make the Lodging Tax Contribution in order to make the Regional Center available as a resource for the City and its residents, to generate sales and lodging taxes and other economic development in the City. Accordingly, the City agrees to make the Lodging Tax Contribution regardless of whether the Regional Center is operating at any particular time.

Section 3.04. City Acknowledgments. The City acknowledges and agrees that the District will pledge the Lodging Tax Contribution, as well as Sales Tax Revenues and other resources, to the payment of the 2015 Bonds. Such pledge will be material to the offer and sale of the 2015 Bonds, and will be disclosed to potential purchasers and purchasers of the 2015 Bonds. The City and the District consider this Agreement to be a binding contract and acknowledge that 2015 Bond owners and financial institutions providing credit support for Bonds, if any, will rely on the terms of this Agreement, including the commitment by the City to make the Lodging Tax Contributions at the times and in the amounts set forth in Section 3.01.

**ARTICLE 4
REMEDIES UPON DEFAULT**

Section 4.01. Remedies of City on Default. Upon the occurrence of a default by the District in its obligations hereunder, the City may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable

remedy, as the City may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 4.02. Remedies of District on Default. Upon the occurrence of a default by the City in its obligations hereunder, the District may proceed to protect and enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, as the District may deem most effectual to protect and enforce any of its rights or interests hereunder.

Section 4.03. No Remedy Exclusive. No remedy conferred upon or reserved to either party by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative. Either party shall be free to pursue, at the same time, each and every remedy, at law or in equity, which it may have under this Agreement, or otherwise.

Section 4.04. No Implied Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. For the exercise of any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.05. Agreement to Pay Attorneys' Fees and Expenses. If a default arises under any of the provisions of this Agreement and either party hereto should employ attorneys or incur other expenses for the collection of amounts due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the other party contained in this Agreement, on demand therefor, the nonprevailing party shall pay or reimburse the prevailing party for the reasonable fees of such attorneys and such other expenses so incurred.

ARTICLE 5 MISCELLANEOUS

Section 5.01. Interlocal Cooperation Act Provisions. The parties acknowledge that: they have entered this agreement pursuant to the express authority granted to them by RCW 67.28.130; pursuant to RCW 39.34.100, the powers and authority conferred by the Interlocal Cooperation Act (chapter 39.34 RCW) are supplemental to powers or authority conferred by RCW 67.28.130; and nothing contained in the Interlocal Cooperation Act limits the power or authority of either party to contract pursuant to RCW 67.28.130. To avail themselves of the supplemental powers and authority granted by the Interlocal Cooperation Act, the parties agree that:

(a) No separate legal or administrative entity within the meaning of RCW 39.34.030(3)(b) or "joint board" within the meaning of RCW 39.34.030(4)(a) is created by this agreement;

(b) No later than December 31 of each year, the District will adopt and provide the City with an operating and capital budget for the Regional Center for the following calendar year, and will further provide the City with all amendments to such budgets as they are adopted by the District;

(c) The City Manager is appointed as the “administrator” within the meaning of RCW 39.34.030(4)(a) responsible for administering the City’s rights and duties set forth in this Agreement, and the District’s President is appointed as the “administrator” within the meaning of RCW 39.34.030(4)(a) responsible for administering the District’s rights and duties set forth in this Agreement;

(d) Section 2.02 of this Agreement sets forth the manner in which property is to be acquired, held and disposed under this Agreement, as required by RCW 39.34.030(3)(e) and 39.34.030(4)(b); and

(e) The City will, pursuant to RCW 39.34.040, cause this Agreement to be filed with the Benton County auditor immediately upon the full execution hereof by the parties.

(f) Nothing set forth in this Agreement is intended to limit the rights and duties of the parties relating to the Regional Center that are established through other contracts between the parties.

Section 5.02. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this agreement shall be brought in the Superior Court of the State of Washington in and for Benton County.

Section 5.03. Notices. Except as otherwise provided herein, all notices, consents or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and hand delivered or mailed by first-class mail, as follows:

To the City:

City of Richland
Attn: City Manager
P.O. Box 190
Richland, Washington 99352

To the District:

Richland Public Facilities District
Attn: Executive Director
P. O. Box 1160
Richland, Washington 99352

The City or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, consents or other communications shall be sent. Notices shall be deemed served upon deposit of such notices in the United States mail in the manner provided above.

Section 5.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the District and their successors. This Agreement may not be assigned.

Section 5.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.06. Amendments. This Agreement may be amended in writing by the City and the District (or their successors in title), so long as such amendment does not materially adversely affect the owners of the Bonds.

Section 5.07. No Rights Created in Third Parties. The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the City, the District and the respective successors and assigns of each.

Section 5.08. Time of Essence. Time and all terms and conditions shall be of the essence of this Agreement.

Section 5.09. Effective Date of and Termination of Agreement. This Agreement shall take effect as of the date first written above. The City's obligation to make the Lodging Tax Contribution under this Agreement shall terminate upon payment in full of all principal of and interest on the Bonds (or legal defeasance thereof); all other terms and provisions of this Agreement shall remain in effect for so long as the Sublease remains in effect.

Section 5.10. Disclaimers with Respect to the District. The RICHLAND PUBLIC FACILITIES DISTRICT is organized pursuant to RCW 35.57.010 and the City of Richland Ordinance No. 18-02 (the "Formation Ordinance"). The Formation Ordinance provides as follows: "All liabilities incurred by the District shall be satisfied exclusively from the assets, credit, and properties of the District, and no creditor or other person shall have any right of action against or recourse to the City, its assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the District."

*[Counterpart signatures pages to
First Amended and Restated Interlocal Agreement
for the Financing of a Regional Center
between the City of Richland and Richland Public Facilities District,
dated as of June 24, 2015]*

IN WITNESS WHEREOF, the City and the District have caused this agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CITY OF RICHLAND, WASHINGTON



City Manager HOL

Attest:



City Clerk

RICHLAND PUBLIC FACILITIES DISTRICT

President, Board of Directors

Attest:

Secretary/Treasurer, Board of Directors

*[Counterpart signatures pages to
First Amended and Restated Interlocal Agreement
for the Financing of a Regional Center
between the City of Richland and Richland Public Facilities District,
dated as of June 24, 2015]*

IN WITNESS WHEREOF, the City and the District have caused this agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CITY OF RICHLAND, WASHINGTON

City Manager

Attest:

City Clerk

RICHLAND PUBLIC FACILITIES DISTRICT



President, Board of Directors

Attest:



Secretary/Treasurer, Board of Directors

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that CINDY JOHNSON and MARCIA HOPKINS are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the City Manager and Clerk, respectively, of the CITY OF RICHLAND, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this 19 day of June, 2015.



Debra C Barham
(Signature of Notary)
DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at
BENTON
My appointment expires 11/16/16

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that FREDERICK RAAB and DANIEL BOYD are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the President and Secretary/Treasurer, respectively, of the Board of Directors of the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of June, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that CINDY JOHNSON and MARCIA HOPKINS are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the City Manager and Clerk, respectively, of the CITY OF RICHLAND, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of June, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that FREDERICK RAAB and DANIEL BOYD are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the President and Secretary/Treasurer, respectively, of the Board of Directors of the RICHLAND PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this 19th day of June, 2015.



Dianna Millsap
(Signature of Notary)

Dianna Millsap
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires Benton County
April 1, 2016