

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF BENTON, WASHINGTON
for
BROADBAND INFRASTRUCTURE IMPROVEMENTS

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 1st day of July, 2014 between the City of Richland, Washington, a Washington Municipal Corporation and the Port of Benton Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that Broadband Infrastructure is in need of some improvements in Richland, Washington to accommodate additional economic development within the Tri-Cities Research Park, which is in the best interest of the Jurisdictions and the public, and;

WHEREAS, said project will help to attract student, visitors, and companies to the area, and;

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

WHEREAS, the Port of Benton acts as the communities administrator for the State of Washington Innovation Partnership Zone designation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to improve broadband infrastructure and fiber adjacent to and within the Tri-Cities Research District (see attached map) in Richland, Washington (the Project).

Section 2. Administration. This Agreement shall be administered by the Richland City Manager or their designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding. Each Jurisdiction hereby commits to provide funding as set forth below:

- (a) City of Richland, Washington: \$385,000
- (b) Port of Benton: \$220,000 solely from State IPZ Broadband Grant Funds

Such funding shall be used for actual construction for the Project per the requirements of the Washington State Department of Commerce Construction Grant Contract No. S11-97205-007(Attachment A). The Port of Benton has contracted for cultural resource review and will pay for and oversee a monitoring contract with the Confederated Tribes of the Umatilla's for this project.

Section 4. Development and Design Requirements. Each Jurisdiction hereby commits to the provisions as set forth below:

- (a) The City will perform construction for improvements to Broadband Infrastructure within the TCRD or that are adjacent to the TCRD and will serve the TCRD and generate biddable construction drawings by August 30, 2014.
- (b) The City agrees to satisfy and comply with the Port's requirements under its contract for this portion of funds from the Washington State Community Trade and Economic Development.

Section 5. Modification. This Agreement may be modified only by unanimous written consent of each Jurisdiction.

Section 6. Term of Agreement and Termination.

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Project[s].

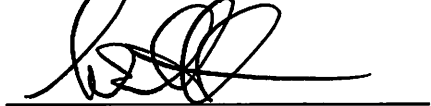
Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event 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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

PORT OF BENTON



Scott D. Keller,
Executive Director

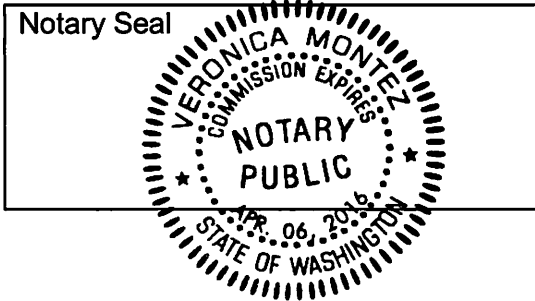
Date: July 8 2014

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

SS.

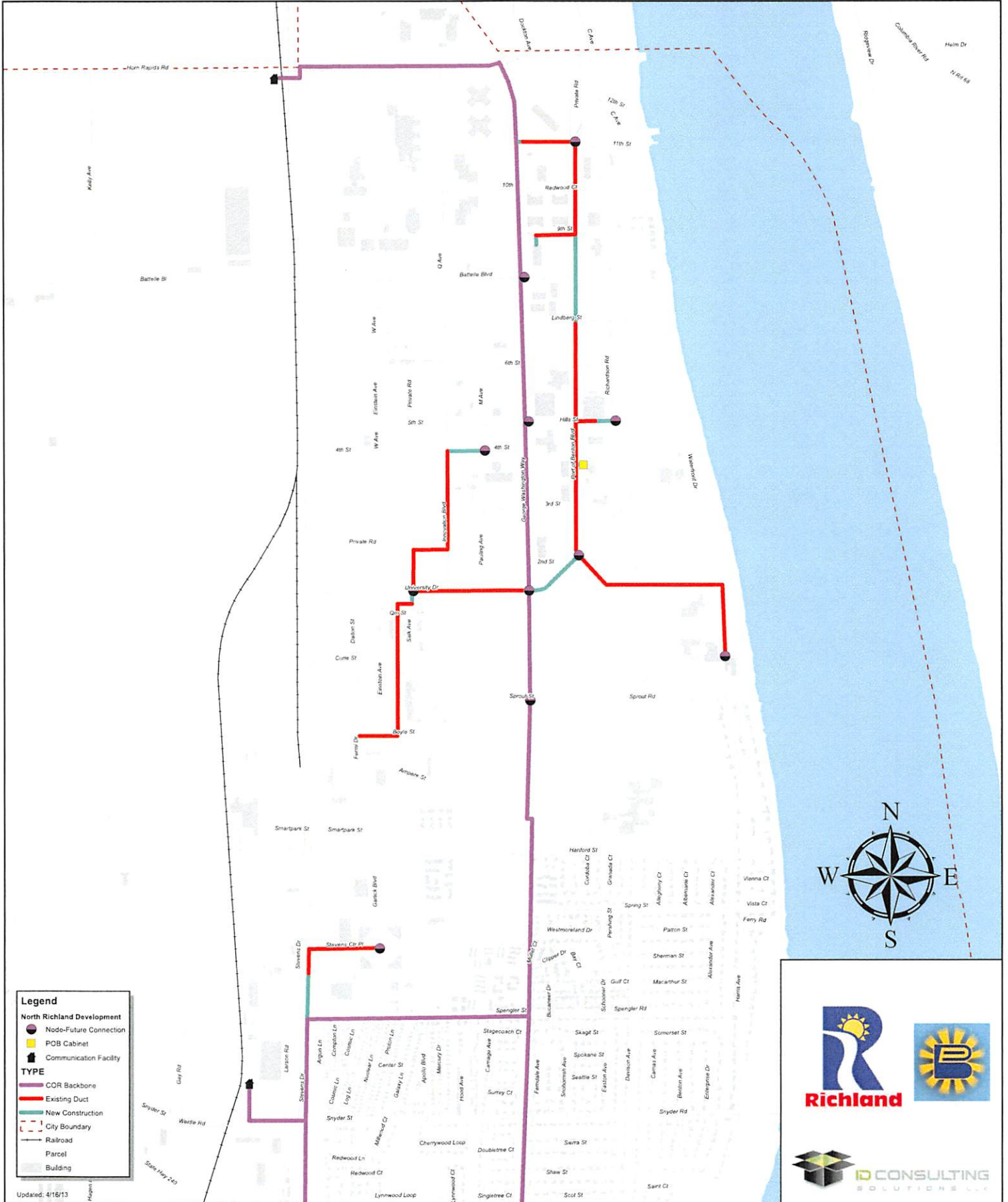
I certify that I know or have satisfactory evidence that Scott D. Keller is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

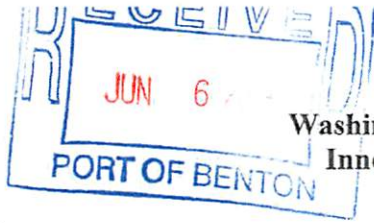
DATED: July 8, 2014



Veronica Montez
(Signature of Notary)
Veronica Montez
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: April 6, 2016

City of Richland/Port of Benton North Richland Development: Infrastructure Review





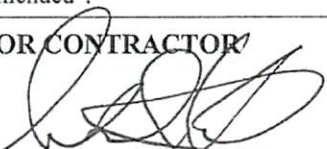
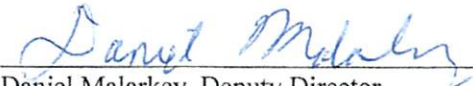
Amendment

Contract Number: S11-97205-007
Amendment Number: C

Washington State Department of Commerce
Innovation Partnership Zone Program

ORIGINAL

Grant Amendment

1. Contractor Port of Benton 3100 George Washington Way Richland, WA 99354		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated)		4. COMMERCE Representative (only if updated) Jaclyn Woodson Program Manager 360-725-4049 jaclyn.woodson@commerce.wa.gov PO Box 42525 Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$250,000	6. Amendment Amount N/A	7. New Contract Amount \$250,000	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Upon Final Execution	10. Amendment End Date June 30, 2015
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: CONTRACT EXTENSION: This amendment extends the Contract end date to June 30, 2015.			
COMMERCE, defined as the Department of Commerce, and the CONTRACTOR acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment A: Revised Scope of Work. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the CONTRACTOR. Any reference in the original Contract to the "Contract" shall mean the "Contract As Amended".			
FOR CONTRACTOR  <hr/> May 21, 2013 Date		FOR COMMERCE  Daniel Malarkey, Deputy Director Department of Commerce <i>Kmm</i> <hr/> 6/3/13 Date	
		APPROVED AS TO FORM ONLY Sandra Adix (signature on file) Assistant Attorney General <hr/> June 14, 2011 Date	

Amendment

This Contract is amended as follows:

- The Contract end date is extended from June 30, 2013 to June 30, 2015.
- Continuing program reports are due on a quarterly cycle.
- The final invoice must be submitted to the DEPARTMENT no later than July 15, 2015.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.