

RESOLUTION 15-24

A RESOLUTION of the Board of Commissioners of the Port of Benton, Washington Approving memorandum of Understanding between Battelle Memorial Institute operating the Pacific Northwest National Laboratory, Columbia Basin College, TRIDEC, Washington State University-Tri-Cities, WorkSource Columbia Basin Various Companies Located Within the Tri-Cities Research District, IPZ (TCRD) And The Port of Benton (Zone Administrator)

DECLARATIONS:

WHEREAS, a 2007 Memorandum of Understanding was put in place by the parties due to their desire for cooperation in an application to the State of Washington as an Innovation Partnership Zone.

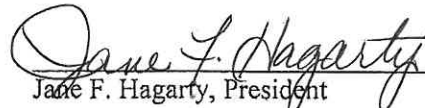
WHEREAS, the Tri-Cities Research District was named an Innovation Partnership Zone by the State of Washington and the Port of Benton has agreed to act as administrator.


WHEREAS, re-designation of the Innovation Partnership Zone was granted by the State of Washington July of 2015 and thus requiring the memorandum between the parties to be updated for another four years.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Benton hereby authorizes the Memorandum, attached.

BE IT HEREBY FURTHER RESOLVED that the Port's Executive Director is authorized to execute the Memorandum and is authorized to execute all documents and agreements on behalf of the Port to complete the transaction as specified above.

ADOPTED by the Port of Benton Commission on this 10th day of November, 2015


Jane F. Hagarty, President


Robert D. Larson, Vice President


Roy D. Keok, Secretary

**Memorandum of Understanding
Between
Battelle Memorial Institute operating
the Pacific Northwest National Laboratory
Columbia Basin College
TRIDEC
Washington State University-Tri-Cities
WorkSource Columbia Basin
Various Companies Located Within the Tri-Cities
Research District, IPZ (TCRD)
and
The Port of Benton (Zone Administrator)**

Whereas, the signatories to this Memorandum of Understanding are desirous of diversifying the Tri-Cities economy and in creating new jobs and tax base that will offset that loss to the communities as the U. S. Department of Energy continues to aggressively pursuing the cleanup of the Hanford Site; and

Whereas, the signatories are desirous of creating and participating in a partnership that fosters commercially valuable research and creates commercially applicable innovations, and

Whereas, the signatories are supportive of efforts that have resulted in the creation of the 1,700-acre Tri-Cities Research District (TCRD), comprising the campus of Pacific Northwest National Laboratory (PNNL), including land and buildings on U. S. Department of Energy property on the Hanford Site and PNNL Site, and additional property owned by Battelle Memorial Institute; the campus of Washington State University - Tri Cities; land owned by the Port of Benton, including its largely undeveloped Richland Innovation Center (RIC) and a significant amount of developed land within its Technology & Business Campus (TBC) which is largely leased for office, laboratory and other similar uses by private sector companies, such as Hanford contractors and technology and research firms that have spun-off from PNNL; and the Stevens Center Business Park and other land owned by Innovation Center at TCRD, LLC, a private real estate development company, and

Whereas, the TCRD contains approximately 325 acres of undeveloped land that can be made available to new technology, research and light manufacturing firms under a cooperative marketing venture between the landowners and other partners, and

Whereas, the signatories desire to cooperate in an application to the State of Washington for re-designation as a State of Washington Innovation Partnership Zone (IPZ) with the same boundaries as the TCRD, and

Whereas, the companies who are signatories to this MOU are globally competitive firms in research-based industries with innovation strategies linked to the commercially valuable research being conducted within the IPZ, and

Whereas, it is the intention of the signatories to provide and utilize workforce training related to the research or commercial application of the research within the IPZ, and

Whereas, the signatories to this MOU include educational institution(s) that can provide workforce training related to the research or the commercial application of the research, and

Whereas, the TCRD will encourage community outreach to local school districts, technology companies not located within the IPZ and to local start-up and entrepreneurs to assist them with various types of and to provide technical assistance, including a new TCRD and Tri-Cities Business Bullder Website and to facilitate interaction between companies, workers and entities, and

Whereas, the Port of Benton has agreed to act as the Zone Administrator of the TCRD, IPZ, and

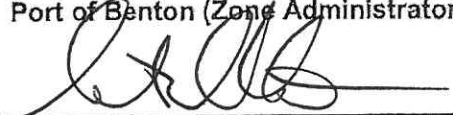
Whereas, the creation of the TCRD, IPZ has the full cooperation of the Cities of Richland (local jurisdiction), Kennewick and Pasco and other cities within the Tri-Cities region, the Three Rivers Tech Alliance (industry association), WorkSource Columbia Basin, the Tri-City Development Council (TRIDEC) which is Associate Development Organization (ADO) for the Tri-Cities, and the Tri-City Regional Chamber of Commerce as evidenced by their letters of support, and

Now, Therefore, the signatories intend to cooperate in the re-designation and operation of the TCRD, IPZ and in broader efforts to expand and diversify the Tri-City economy. These efforts may include, but shall not be limited to, the sharing of information, frequent meetings, strategic planning, collaborative development of real estate assets and marketing plans, assistance with zoning, land use and permitting issues, business recruitment and retention, joint research projects, provision of company leads related to possible expansion or attraction, support of the PNNL science and research and development mission with the Energy Communities Alliance, and the exploration of other areas of mutual interest.

This MOU is not intended to, and does not, create any legally binding obligations or liabilities on the signatories to this MOU.

This Memorandum of Understanding shall be effective for a period of four years following re-designation of the TCRD, IPZ by the State of Washington with the opportunity for modification by the signatories after a 30-day written notice of such modification.

Port of Benton (Zone Administrator)



Scott D. Keller, Executive Director

Date 11-10-15

We support the Tri-Cities Research District IPZ Memorandum of Understanding;

Columbia Basin College
Fill in Company Name here

W. E. Saraceno

W. E. SARACENO, Senior Vice President
Fill in name and title of signatory

Date 8/27/15

We support the Tri-Cities Research District IPZ Memorandum of Understanding:

Tri-City Development Council (TRIDEC)

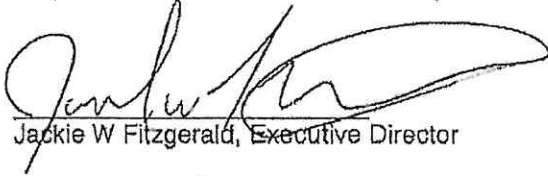
A handwritten signature in black ink, appearing to read 'Carl F. Adrian', with a horizontal line underneath.

Carl F. Adrian, President/CEO

Date 10-13-15

We support the Tri-Cities Research District IPZ Memorandum of Understanding:

Benton-Franklin Workforce Development Council

A handwritten signature in black ink, appearing to read "Jackie W. Fitzgerald", written over a horizontal line.

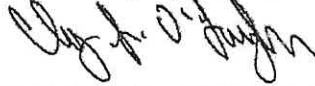
Jackie W Fitzgerald, Executive Director

Date 10/21/2015

We support the Tri-Cities Research District IPZ Memorandum of Understanding:

ISORAY MEDICAL, INC.

Fill in Company Name here



MANAGER, RADIOISOTOPES & FACILITIES


Fill in name and title of signatory

Date 10/15/15

We support the Tri-Cities Research District IPZ Memorandum of Understanding:

Fill in Company Name here

C. Mark Smith & Associates


Fill in name and title of signatory
PRESIDENT

Date 8-27-2014