

INTERLOCAL COOPERATION AGREEMENT

Between

**Cities of Kennewick, Richland, Pasco, West Richland, and the
Benton Franklin Health District**

For

Funding the Operation of a Regional Algal Bloom Laboratory Screening Service

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this 7th day of April, 2022 by and between the **City of Kennewick** (hereinafter “Kennewick”), the **City of Richland** (hereinafter “Richland”), the **City of Pasco** (hereinafter “Pasco”), the **City of West Richland** (hereinafter “West Richland”), all municipal corporations of the State of Washington, and the **Benton-Franklin Health District** (hereinafter “BFHD”), a Washington public health district formed pursuant to Ch. 70.46 RCW, referred to collectively as the “Parties”. This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the cities access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by harmful algae blooms to the region’s public water supplies; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and BFHD have partnered to equip BFHD with equipment and training to establish a local capability to screen untreated water samples for the presence of toxins associated with the HABs; and

WHEREAS, there is a need to fund operation of the BFHD laboratory water screening process; and

WHEREAS, the Cities' best interests are served by collectively funding a fair share of the BFHD laboratory operation as an element of its harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize a collaborative effort between the Parties to fund a harmful algae bloom water quality laboratory screening program in support of the regional Quad-City Algal Bloom Management and Response Plan.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Agreement.

Section 3. Administration

BFHD shall be the administrator for the purposes of this Agreement and shall operate the harmful algae bloom screening laboratory and issue invoices to the Cities for laboratory services provided as described below.

Section 4. Funding and Contributions

BFHD expenses shall be shared between BFHD, Richland, West Richland, Pasco and Kennewick. BFHD, Richland, Kennewick, and Pasco shall contribute an amount equal to 2/9 (22.22%) of the laboratory operating costs. West Richland shall contribute an amount equal to 1/9 (11.12%) of the laboratory operating costs. BFHD shall issue invoices to Richland, West Richland, Pasco, and Kennewick for the Cities' respective share of the expenses. Expenses are estimated at \$1,000.00 per bi-weekly sampling event. Invoices shall be submitted monthly via e-mail to the Billing/Financial contact, or their successor, listed in Exhibit A. Scope and budget changes that increase the laboratory operating costs by more than twenty-five percent (25%) may only be executed after written authorization from all five (5) Parties.

Section 5. Water Quality Screening Program Responsibilities

BFHD will operate a laboratory using the ELISA analysis method that will be used to analyze untreated Columbia River water samples. The ELISA method is intended to provide screening for the presence of HAB-related toxins, but is not sufficient to accurately quantify specific concentrations of toxins that are needed for treatment process controls and public information. The intended program involves one sample run every second and fourth Tuesday of each month beginning in early April through the end of November 2022. BFHD will provide sample bottles and sample collection instructions to Richland, Pasco and Kennewick. Richland, Pasco and Kennewick will collect and deliver untreated Columbia River water samples to the BFHD on the designated days. BFHD will complete the laboratory analysis and provide preliminary results on or before the end of the business day following sample delivery.

In accordance with the Regional Quad-City Algal Bloom Management Plan, if algae bloom related toxins are detected in the BFHD ELISA analysis, Richland, Pasco, and Kennewick will begin analytical sampling of untreated and finished water samples at their water treatment plants. The analytical sampling will use another laboratory for the sample analysis. Richland, Pasco and Kennewick will cease delivering samples to BFHD screening laboratory until such time as the Washington State Department of Health enables the Cities to cease analytical sampling at the water treatment plants. During analytical sampling, the cost-sharing approach to the BFHD ELISA

laboratory will be suspended. If the BFHD ELISA laboratory is reactivated for municipal water supplies, the cost-sharing approach will resume.

Section 6. Property

No real or personal property shall be acquired as a consequence of the execution of this Agreement. Each Party shall own and receive its own copy of BFHD laboratory analysis reports produced as a result of this Agreement.

Section 7. Additional Resources

BFHD, Richland, Kennewick, Pasco, and West Richland will be responsible for its own labor and equipment as needed to support sample collection and transportation and for operational decisions and actions taken in response to laboratory results.

Section 8. Duration

This Agreement shall expire on December 31, 2022 unless extended in writing by all five (5) parties, which extension may be administratively executed without additional legislative approval. All obligations to pay the respective shares to fund the laboratory operation shall survive termination of this Agreement.

Section 9. Termination

Notwithstanding the obligation to pay the respective shares surviving termination in Section 8 above, this Agreement may be partially terminated by a Party's written notice to the others, which notice shall be effective thirty (30) days after received by the last party required to be notified. The remaining Parties may choose to provide a written modification to this Agreement or continue to operate under this Agreement without the noticing Party. Any modification made under this Section 9 may be administratively executed without additional legislative approval.

Section 10. Notices

Contact information for each agency is provided in **Exhibit A**. Written notice shall be directed to the first two names of each agency as identified on **Exhibit A**. For purposes of this Agreement, email is considered an acceptable format for official notice.

Section 11. Filing

Upon execution by all parties, this Agreement shall become effective as of the date first written above. The Cities will post the fully executed Agreement on their respective websites pursuant to RCW 39.34.040.

Section 12. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 13. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of this Agreement or the applications of the remainder of this Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 14. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the Parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 15. Waiver

No waiver, by any Party hereto, of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same term or condition, or any other term or condition of this Agreement.

Section 16. Authority to Execute.

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

Section 17. Counterpart Originals.

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

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

BENTON-FRANKLIN HEALTH DISTRICT

Jason Zaccaria
Jason Zaccaria, District Administrator

CITY OF RICHLAND

Jon Amundson
Jon Amundson, City Manager

Attest:

Jennifer Rogers
Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley
Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Brent Gerry
Brent Gerry, Mayor

Attest:

Stephanie Haug
Stephanie Haug, City Clerk

Approved as to Form:

Bronson Brown
Bronson Brown, City Attorney

CITY OF KENNEWICK

Bill McKay
Bill McKay, Mayor

Attest:

Terri L. Wright
Terri L. Wright, City Clerk

Approved as to form:

Lisa Beaton
Lisa Beaton, City Attorney

CITY OF PASCO

Dave Zabell
Dave Zabell, City Manager

Attest:

Debby Barham
Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson
Eric Ferguson, City Attorney

Exhibit A

Organizational Contacts

Benton-Franklin Health District		Phone: (509) 460-4200	
7102 W. Okanogan Place		Fax: (509) 460-4590	
Kennewick, WA 99336			
Title/Role	Contact Name	Phone	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	Jasonz@bfhd.wa.gov
Contracts& Billing Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Surveillance & Investigation Sr. Manager	Rick Dawson	509-460-4313	Rickd@bfhd.wa.gov
Laboratory Manager	Jillian Legard	509-460-4540	Jillianl@bfhd.wa.gov

City of Richland		Phone: (509) 942-7500	
625 Swift Blvd, MS-26		Fax: n/a	
Richland, WA 99352			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Jon Amundson	(509) 942-7380	jamundson@ci.richland.wa.us
Public Works Director	Pete Rogalsky	(509) 942-7558	progalsky@ci.richland.wa.us
Public Works Administrative Assistant (billing/finance)	Mary Everham	(509) 942-7460	Meverham@ci.richland.wa.us

City of Kennewick		Phone: (509) 585-4419	
210 W. 6 th Avenue		Fax: n/a	
Kennewick, WA 99336			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Marie Mosley	(509) 585-4251	Marie.Mosley@ci.kennewick.wa.us
Public Works Director	Cary M. Roe	(509) 585-4292	Cary.Roe@ci.kennewick.wa.us
Billing/Finance	Cindy Meyer	(509) 585-4249	Cindy.Meyer@ci.kennewick.wa.us

City of Pasco		Phone:	
525 N. 3 rd Ave.		Fax:	
Pasco, WA 99301			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Dave Zabell	(509) 545-3404	ZabellD@pasco-wa.gov
Public Works Director	Steve Worley	(509) 543-5738	Worleys@pasco-wa.gov
Billing/Finance	Richa Sigdel	(509) 544-3065	Sigdelr@pasco-wa.gov
Lab Manager	Heath Bateman	(509) 947-0558	Batemanh@pasco-wa.gov

City of West Richland		Phone: (509) 967-3431	
3100 Belmont Blvd., Suite 102		Fax: (509) 967-5706	
West Richland, WA 99353		UEI #:	
Responsibility	Contact Name	Phone	Email
Mayor/Signature Authority	Brent Gerry	(509) 967-3431	bgerry@westrichland.org
Public Works Director	Roscoe Slade	(509) 967-5434	roscoe@westrichland.org
Billing/Finance	Erin Gwinn	(509) 967-3431	accountspayable@westrichland.org

RESOLUTION NO. 2022-42

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE BENTON-FRANKLIN HEALTH DISTRICT AND THE CITIES OF KENNEWICK, RICHLAND, PASCO AND WEST RICHLAND FOR OPERATION OF A REGIONAL ALGAL BLOOM SCREENING LABORATORY SERVICE.

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the cities of Kennewick, Richland and Pasco access the Columbia River for potable water supply, withdrawing, treating and delivering Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health (DOH); and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by harmful algae blooms to the region's public water supplies; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and Benton-Franklin Health District (BFHD) have partnered to equip BFHD with equipment and training to establish a local capability for screening untreated water samples for the presence of toxins associated with HABs; and

WHEREAS, operation of the BFHD laboratory water screening process requires funding; and

WHEREAS, the Cities' best interest are served by collectively funding a fair share of the BFHD laboratory operation as an element of the harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement between the cities of

Kennewick, Richland, Pasco and West Richland and the Benton-Franklin Health District for the operation of a regional algal bloom screening laboratory service.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

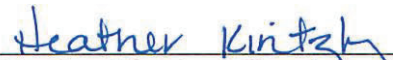
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney