

**INTERLOCAL COOPERATION AGREEMENT**

*Between*

**Cities of Richland, Kennewick and West Richland**

*For*

**Administration and Funding of a Regional Water Supply Facility Feasibility Report**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 16<sup>th</sup> day of September, 2014 by and between the City of Richland (hereinafter "Richland"), the City of Kennewick (hereinafter "Kennewick"), and the City of West Richland (hereinafter "West Richland"), all municipal corporations of the State of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

**I. Recitals**

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter "Permit"); and

WHEREAS, the Permit requires the Parties to cooperate in water resource planning; and

WHEREAS, the Parties entered into a Memorandum of Agreement, dated September 22, 2005, authorizing general administration of the Permit; and

WHEREAS, in 2003, Richland, Kennewick, and West Richland funded a Regional Water Supply Feasibility Report to advance collaborative long-range water treatment plant development; and

WHEREAS, the 2003 study is obsolete and did not result in a feasible plan for water treatment plant development; and

WHEREAS, Richland, Kennewick, and West Richland have renewed interest in water treatment facility planning; and

WHEREAS, private land acquisition and development has advanced substantially since 2003, thereby reducing available real estate for a future treatment facility; and

WHEREAS, to properly prepare for potential land acquisition for the siting of a regional water treatment plant, Richland, Kennewick and West Richland have agreed to provide funding to update the 2003 Regional Water Supply Feasibility Report; and

WHEREAS, Pasco did not participate in the 2003 study and has chosen not to participate in the update; and

WHEREAS, staff in Richland, Kennewick and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

## **II. Agreement**

### Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to acquire a Regional Water Supply Facility Feasibility Report, and to determine the parameters for the contracting and funding of said report.

### Section 2. Legal Entity

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

### Section 3. Administration

Richland shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as Exhibit A.

### Section 4. Funding and Contributions

Consultant expenses shall be shared in three (3) equal amounts between Richland, West Richland, and Kennewick. Richland shall issue invoices to Kennewick and West Richland for their share of the study expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all three Cities.

### Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. The Parties shall all receive at least one copy of the Regional Water Supply Facility Feasibility Report produced as a result of this Agreement.

### Section 6. Additional Resources

Richland, Kennewick, and West Richland will provide staff support to complete data requests, meeting attendance, and draft study reviews as needed to efficiently complete the study.

### Section 6. Duration

This Agreement shall expire twelve months after the close-out of the consultant agreement. The Parties may execute an Amendment to this Agreement to pursue site acquisition. All obligations to pay the respective one-third share to fund the study shall survive termination of this Agreement.

### Section 7. Reservation of Rights

Richland, Kennewick and West Richland anticipate that the study will provide recommendations for acquisition of a future water treatment plant site, with each City retaining the right to determine participation in a future site acquisition according to each City's priorities and available funding.

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor after it is fully executed by all Parties.

Section 9. Modification

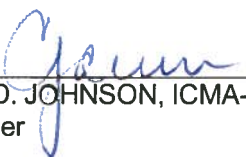
This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 9. 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 the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

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

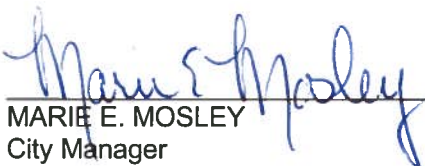
**CITY OF RICHLAND**

  
\_\_\_\_\_  
CYNTHIA D. JOHNSON, ICMA-CM  
City Manager

Approved as to Form:

  
\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**CITY OF KENNEWICK**

  
\_\_\_\_\_  
MARIE E. MOSLEY  
City Manager

Approved as to Form:

  
\_\_\_\_\_  
LISA BEATON  
City Attorney

**CITY OF WEST RICHLAND**

  
\_\_\_\_\_  
BRENT GERRY  
Mayor

Approved as to Form:

  
\_\_\_\_\_  
BRONSON BROWN  
City Attorney

