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CONTRACT NO. 22-94

Return Name and Address:

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CITY OF RICHLAND
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PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. OPERATING CONTRACT FOR THE "HANFORD COMMUNITIES"
2. INTERLOCAL
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. City of Richland
2. City of West Richland
3. City of Kennewick
4. City of Pasco

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Benton County Board of Commissioners
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



OPERATING CONTRACT FOR THE "HANFORD COMMUNITIES" INTERLOCAL

WHEREAS, an Interlocal Cooperation Agreement (hereinafter referred to as the "Interlocal") between affected local governments (hereinafter referred to as the "Participating Jurisdictions") has formed the "Hanford Communities" for reviewing, evaluating and monitoring conditions at the Hanford Nuclear Reservation (Hanford) and policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford was executed by the member governments of the Hanford Communities in April, 2005 in compliance with the Interlocal Cooperation Act (RCW 39.34); and

WHEREAS, as the primary residence of the Hanford workforce, the City of Richland (hereinafter referred to as "Richland") has been designated as the Operating Jurisdiction in accordance with said Interlocal Agreement and is responsible for carrying out the purposes of the Interlocal by making available personnel and resources of the Richland Environmental Quality Program; and

WHEREAS, an Operating Contract is required to specify the terms and conditions under which Richland will provide various services to the Hanford Communities,

NOW THEREFORE, in accordance with the terms of the Interlocal and in consideration of the mutual covenants contained herein, the Interlocal and Richland hereby agree as follows:

Section 1. Scope of Services. Richland shall provide, as approved by the Hanford Communities' Governing Board and supervised by its Administrative Board, the following services on behalf of the Hanford Communities jointly or on behalf of individual Participating Jurisdictions:

- A. Coordination of efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies.
- B. Interactions with the DOE, the Washington State Department of Ecology, the U.S. Environmental Protection Agency, and others regarding Hanford environmental contamination, remediation, waste management, response to emergencies, and workforce and site transition issues.
- C. Evaluation of reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual

Participating Jurisdictions.

- D. Preparation of special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues.
- E. Preparation and issuance of position papers, giving of testimony, and sponsorship of other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities.

Section 2. Liability. Each participating jurisdiction shall be jointly liable in the same ratio as their percentage contribution is to the annual budget.

Section 3. Insurance. Richland shall at all times carry errors and omissions liability insurance in the minimum amount of \$1,000,000 covering all activities of its personnel related to the performance of this Agreement.

Section 4. Maintenance of Funds. Richland shall establish and maintain a separate fund, the Hanford Communities Fund, on behalf of the Interlocal to account for all expenses of the Hanford Communities. Monies granted to the Interlocal, and Interlocal monies from any other sources, including all payments to the Interlocal from Participating Jurisdictions, shall be deposited into the Hanford Communities Fund to meet the costs of the Hanford Communities.

Section 5. Annual Budget and Cost of Service. The annual budget for the operation of the Hanford Communities shall be formulated by November 1 of each year. Richland personnel performing direct work for the Hanford Communities shall use the Richland work order system to record all appropriate costs.

1. Each month, a charge to the Hanford Communities Fund shall be made for all costs accrued the previous month for the Interlocal, including those recorded through the work order system, those directly charged, and fixed asset depreciation expenses allocated to Hanford Communities work.
2. At mid-year, a budget review shall take place to verify that sufficient funds are available to carry out the remaining work program and tasks for the year. At year-end, a reconciliation analysis shall be performed to ensure that 100 percent of actual operating costs

approved in the Interlocal's adopted budget are reimbursed. Expenses incurred beyond the adopted budget shall be assumed as unreimbursed expenditures by Richland.


Section 6. Administrative Fee. Richland shall be paid no administrative fee for the costs of operating the Hanford Communities.

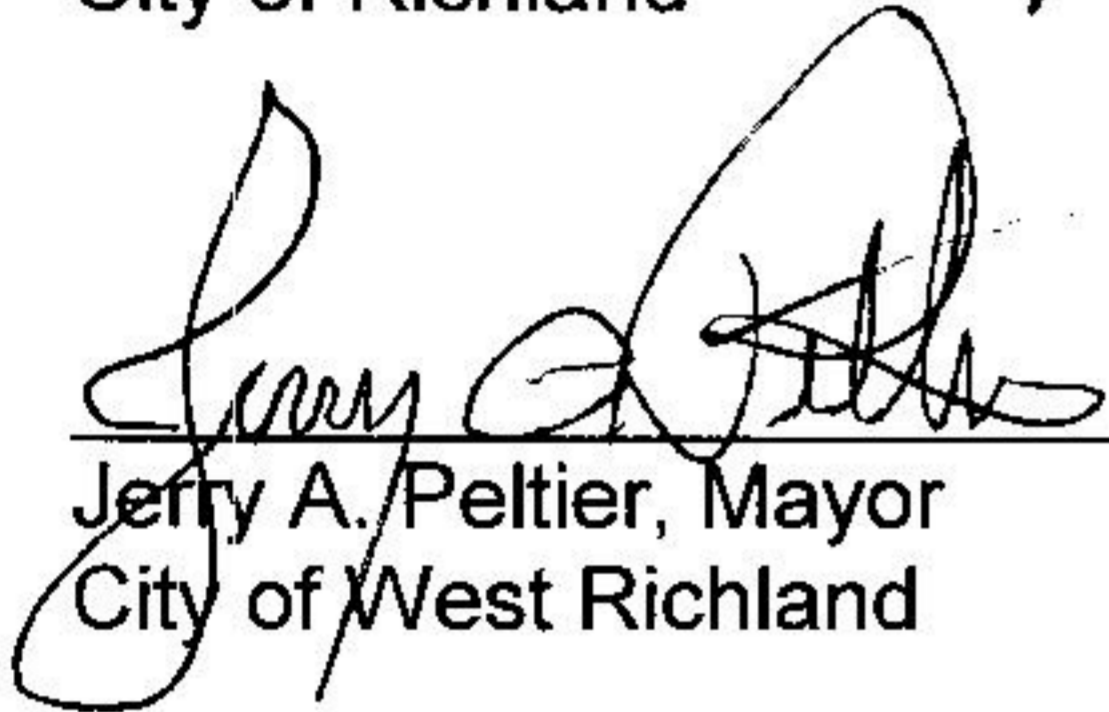
Section 7. Term of Agreement. The term of this Agreement shall be through December 31, 2009, and extended thereafter under terms and conditions agreed to with the Participating Jurisdictions. Either Richland or the Interlocal may terminate this agreement at any time, provided written notice of the intent to do so is provided 90 days in advance to the other party.


Signatures on page 4




Hanford Communities
Operating Contract


April 19, 2005
Robert A. Welch, Mayor
City of Richland 702


April 4, 2005
Jerry A. Peltier, Mayor
City of West Richland


April 5, 2005
Jim Beaver, Mayor
City of Kennewick


April 18, 2005
Michael L. Garrison, Mayor
City of Pasco


April 15, 2005
Chairman, Claude Oliver
Benton County Board of Commissioners