



Return Name and Address:

Adam Fyall  
Benton County Commissioners  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

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

- 1. INTERLOCAL COOPERATION AGREEMENT

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

- 1. BENTON COUNTY
- 2.

Additional names on page \_\_\_\_\_ of document.

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

- 1. CITY OF RICHLAND
- 2. CITY OF KENNEWICK
- 3. CITY OF PASCO
- 4. CITY OF W. RICHLAND
- 5. FRANKLIN COUNTY

Additional names on page \_\_\_\_\_ of document.

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

N/A

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:

N/A

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.

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD) THAT DIRECTLY AFFECT THESE**

***"HANFORD COMMUNITIES"***

This INTERLOCAL AGREEMENT effective the 1<sup>st</sup> day of January, 2010, by and between the City of Richland, City of Kennewick, City of Pasco, City of West Richland, and Benton and Franklin Counties (hereinafter referred to as "Participating Jurisdictions") enter into this Agreement.

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

**WHEREAS**, environmental contamination at Hanford and the U. S. Department of Energy's consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

**WHEREAS**, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

**WHEREAS**, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

**I. PURPOSE**

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of

such. To that end, the Participating Jurisdictions establish this Interlocal Cooperation Agreement creating an organization to be known as the "HANFORD COMMUNITIES" to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;
2. Interact 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 work force and site transition issues;
3. Evaluate 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;
4. Prepare 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; and
5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and
6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

## II. ORGANIZATION

- A. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland and Benton and Franklin Counties.

Affiliate memberships are open to local government entities other than general purpose governments. Affiliate members will not have voting seats on the Governing or Administrative Boards

- B. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to the Governing Board of the Hanford Communities.

- C. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities.
- D. **Operating Jurisdiction:** One of the Participating Jurisdictions shall be designated as the Operating Jurisdiction and assigned responsibilities for carrying out the items enumerated in Section I, "Purpose," on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for, apply to the Interlocal. Employees of the Interlocal are employees of the Operating Jurisdiction, which shall provide all necessary support services. The Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall provide these reimbursed services at no administrative charge to the Interlocal.
- E. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be elected from among the membership of each board to serve one-year terms effective January 1 of each year.

### III. ADMINISTRATION

- A. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.
- B. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Governing Board.
- C. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and work program for the coming year, and other times as needed. The Administrative Board will meet as needed, however, in no event less frequently than quarterly during each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.
- D. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.

- E. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ratio as their percentage contribution is to the annual budget.

#### IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1<sup>st</sup> day of January 2010 when signed by the Participating Jurisdictions and shall continue through December 31, 2014. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

#### V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be the property of the Hanford Communities. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction. In the event any property becomes surplus or upon partial or complete termination of this Agreement, property of the Hanford Communities shall be sold and the proceeds shall be divided between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget.

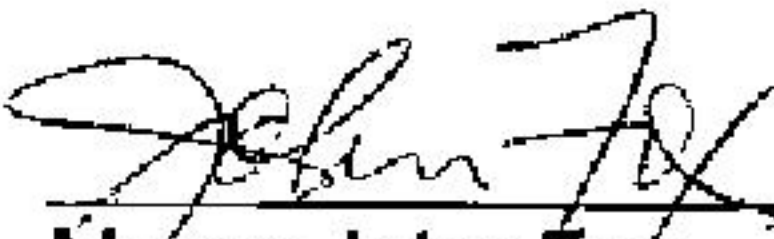
All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes, and shall constitute a public record pursuant to Title 42.5 6 RCW upon its public citation in connection with any action of Participating Jurisdictions or affiliates. The Operating Jurisdiction shall serve as the public records officer.

#### VI. AMENDMENT

The Agreement may be amended upon written approval of the authorized representatives of the Governing Bodies of a majority of the Participating Jurisdictions.

#### VII. WITHDRAWAL

A jurisdiction may withdraw from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

  
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Mayor John Fox  
City of Richland

Nov. 3, 2009

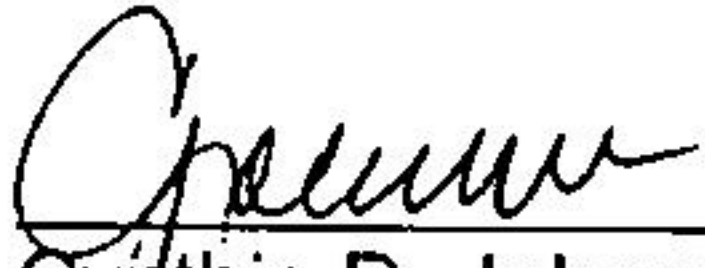
  
\_\_\_\_\_  
Mayor Thomas C. Moak  
City of Kennewick

  
\_\_\_\_\_, 12/7, 2009  
Mayor Joyce Olson  
City of Pasco

\_\_\_\_\_, \_\_\_\_\_, 2009  
Mayor Dale Jackson  
City of West Richland

  
\_\_\_\_\_, 11-14, 2009  
Chairman Max Benitz Jr.  
Benton County Board of Commissioners

  
\_\_\_\_\_, 11-30-, 2009  
Chairman Rick Miller  
Franklin County Board of Commissioners

  
\_\_\_\_\_, 11/4, 2009  
Cynthia D. Johnson  
Richland City Manager

**APPROVED AS TO FORM**

  
\_\_\_\_\_, October 27, 2009  
Thomas O. Lampson  
City Attorney

