

CONTRACT NO. 22-94

Return Name and Address:

ADAM J. FYALL  
7122 WEST OKANOGAN PLACE  
KENNEWICK WA 98336

XXXXXXXXXXXXXXXXXXXX  
CONTRACT NO. 22-94

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

HANFORD COMMUNITIES INTERLOCAL COOPERATION AGREEMENT

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

1. CITY OF RICHLAND
- 2.
- 3.
- 4.

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

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

1. CITY OF KENNEWICK
2. CITY OF PASCO
3. BENTON COUNTY
4. FRANKLIN COUNTY

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

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

NA

Additional legal is on page \_\_\_\_\_ of document.

Reference Number(s) of documents assigned or released:

NA

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

Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

NA

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.

# RESOLUTION 2014 437

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

## IN THE MATTER OF EXECUTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG THE CITIES OF KENNEWICK, PASCO, AND RICHLAND, AND THE COUNTIES OF BENTON AND FRANKLIN, FOR RENEWAL OF THE EXISTING HANFORD COMMUNITIES AGREEMENT

**WHEREAS**, the Interlocal Cooperation Act (Revised Code of Washington 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**, activities at the United States Department of Energy's Hanford Site have profound and wide-reaching environmental, economic, and social impacts on the bi-county communities; and,

**WHEREAS**, Benton County is a founding member of "Hanford Communities", which was established in 1994 by interlocal agreement by the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin as a forum for local governments in the Tri-Cities area that are most impacted by the Hanford Site to exchange information and ideas related to Hanford issues, such as cleanup and economic transition; and,

**WHEREAS**, said interlocal agreement was renewed in 1999, 2004, and 2009; and,

**WHEREAS**, Benton County continues to value its involvement and participation with Hanford Communities; **NOW THEREFORE**,

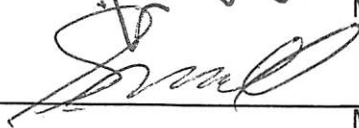
**BE IT RESOLVED**, by the Benton County Board of Commissioners that Benton County should remain a member of the Hanford Communities organization, and that the Chairman is authorized to sign and execute the new Interlocal Cooperation Agreement between and among the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin; renewing Benton County's participation in the Hanford Communities until December 31, 2019.

Dated this 3 day of June, 2014.

**COPY**

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Sustainable Development (Fyall), City of Richland (Pam Larsen)

Prepared by: A.J. Fyall



**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"***

**COPY**

This INTERLOCAL AGREEMENT, effective the 1st day of January, 2015, is hereby entered into by and between the City of Richland, City of Kennewick, City of Pasco, City of West Richland, and the Counties of Benton and Franklin (hereinafter referred to as "Participating Jurisdictions").

**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 have established and periodically renew 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

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- A. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland, 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 serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.
- C. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.
- 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 participants of this Interlocal Agreement.

- 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

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- 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 Administrative Board.
- C. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda 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 1st day of January, 2015 when signed by the Participating Jurisdictions and shall continue through December 31, 2019. 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 42.56 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 a majority of the Governing Board.

### VII. WITHDRAWAL

A jurisdiction may withdraw without penalty 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.

David W. Rose 5-9, 2014  
Mayor David W. Rose  
City of Richland

Steve C. Young 8/8, 2014  
Mayor Steve C. Young  
City of Kennewick

Matt Watkins 5-12, 2014  
Mayor Matt Watkins  
City of Pasco

Bob Koch 5/21, 2014  
Chairman Bob Koch  
Franklin County Board of Commissioners

James R. Beaver 6-3, 2014  
Chairman James R. Beaver  
Benton County Board of Commissioners

**COPY**

Cynthia D. Johnson 5/13, 2014  
Cynthia D. Johnson  
Richland City Manager

**APPROVED AS TO FORM**

Heather Kintzley  
Heather Kintzley  
Richland City Attorney