

**Operating Jurisdiction Agreement  
Between the City of Richland  
And the  
Participating Jurisdictions of the Hanford Communities Interlocal**

This Agreement, effective on the 1<sup>st</sup> day of January, 2020, is entered into by the Chair of the Hanford Communities Governing Board, as authorized by the Participating Jurisdiction of the 2017-2021 Hanford Communities Interlocal Agreement ("Hanford Communities" or "Participating Jurisdictions"), and the City of Richland, a Washington municipal corporation ("Richland").

W-I-T-N-E-S-S-E-T-H

**WHEREAS**, since 2005, the Participating Jurisdictions, comprised of the cities of Kennewick, Richland and Pasco and the counties of Benton and Franklin, have joined together under the Interlocal Cooperation Act (Chapter 39.34 RCW) to form an administrative agency known as Hanford Communities. A succession of interlocal agreements were executed in 2005, 2009, 2014, and 2016. The current interlocal agreement executed by the Participating Jurisdictions added the city of West Richland, and is valid from January 1, 2017 to December 31, 2021; and

**WHEREAS**, the purpose of Hanford Communities is to review, evaluate and monitor 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; and

**WHEREAS**, as the largest percentage of the Hanford workforce lives in the City of Richland, Richland is the appropriate jurisdiction to designate as the Operating Jurisdiction in accordance with the 2017-2021 Interlocal; and

**WHEREAS**, as the Operating Jurisdiction, Richland is responsible for carrying out the purposes of Hanford Communities by making personnel and resources available; and

**WHEREAS**, this Agreement is necessary in order to specify the terms and conditions under which Richland will provide various services, as the Operating Jurisdiction, to Hanford Communities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and in accordance with the terms of the current interlocal agreement governing Hanford Communities, the Participating Jurisdictions agree as follows:

**Section 1. Designation of Operating Jurisdiction.** Richland, Washington is hereby designated as the Operating Jurisdiction for Hanford Communities.

**Section 2. Scope of Services.** Richland shall provide, as approved by the Hanford Communities Governing Board and supervised by the Administrative Board, the following services on behalf of 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 Hanford Communities, DOE, and local, state, and national agencies.
- B. Interactions with DOE, Washington State Department of Ecology, 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 on-going, planned and possible clean-up and waste management activities at Hanford, including actual or potential environmental and socioeconomic impacts on Hanford Communities or individual Participating Jurisdictions.
- D. Preparation of special studies, newsletters, issue briefings, a website and related efforts regarding Hanford for the use of 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 3. Insurance.** Richland maintains liability coverage for errors and omissions in a minimum amount of no less than \$1,000,000 covering all activities of its personnel related to the performance of this Agreement. Richland will not reduce the coverage it maintains during the life of this Agreement.

**Section 4. Liability.** To the extent any liability exceeds the liability coverage described in Section 3, each Participating Jurisdiction shall be jointly liable for the balance of a claim in the same ratio as its percentage of contribution to the annual budget in the year in which the claim occurred.

**Section 5. Maintenance of Funds.** Richland will maintain a separate fund, the Hanford Communities Fund, to account for all expenses of the Hanford Communities. Monies granted to Hanford Communities and monies from any other source, including all payments from Participating Jurisdictions, will be deposited into the Hanford Communities Fund to meet the costs of Hanford Communities.

**Section 6. Annual Budget and Cost of Service.** The annual budget for operation of Hanford Communities will be submitted for approval by the Governing Board of Hanford Communities on or before November 1 of each calendar year. Richland personnel performing work directly for Hanford Communities will use the Richland financial system to record all appropriate costs.

- A. Each Participating Jurisdiction will be assessed a portion of the annual costs based on the current year population as established by the State of Washington Office of Financial Management and the budget formula established by the Administrative Board. Participating Jurisdictions will be invoiced quarterly for the contribution. Payment is due to the Operating Jurisdiction within 30 calendar days of the date of the invoice.
- B. 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 will be performed to ensure that 100 percent of actual operating costs approved in the Hanford Communities adopted budget are reimbursed. Expenses incurred beyond the adopted budget will be assumed as unreimbursed expenditures by Richland.

**Section 7. Administrative Fee.** No administrative fee will be paid to Richland for the cost of operating Hanford Communities.

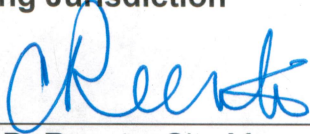
**Section 8. Term.** This Agreement is valid to and through December 31, 2021, and will renew automatically upon renewal or extension of the Hanford Communities Interlocal Agreement. If renewal of the Interlocal occurs, the term of this Agreement will match the term of the renewed or extended Hanford Communities Interlocal. Either Richland or the Hanford Communities Governing Board may terminate this Agreement without penalty at any time, provided that written notice is given no less than ninety (90) calendar days in advance to all Participating Jurisdictions.

**Section 9. Order of Precedence.** This Agreement will be construed and interpreted so as to harmonize with all terms and conditions of the 2017–2021 Interlocal Cooperation Agreement for the Hanford Communities. In the event of a conflict, the Interlocal Agreement will control.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**City of Richland  
Operating Jurisdiction**



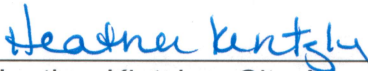
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Cynthia D. Reents, City Manager  
July 26, 2019

**Hanford Communities  
Governing Board**



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Robert J. Thompson, Chair  
July 26, 2019

**APPROVED AS TO FORM**



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Heather Kintzley, City Attorney