

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”

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, Benton City, 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, West Richland, and Benton City; 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, IT IS AGREED in accordance with the provisions of RCW 39.34.030:

I. PURPOSE

The purpose of this Agreement is to make available jointly to the local governments involved (Participating Jurisdictions) technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition, and economic diversification. 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.
6. Prepare and present issue papers and sponsor activities in support of workforce and community transition and economic development.

II. ORGANIZATION

- A. **Eligibility:** Eligibility for participation in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, West Richland, and Benton City, and Benton and Franklin Counties.
- B. **Governing Board:** The Mayor of each participating city and Board of Commissioners Chairperson of each participating county shall constitute 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 Interlocal's 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:** The Mayor and City Manager of the Operating Jurisdiction shall serve respectively as Chairpersons of the Governing and Administrative Boards. Vice Chairpersons 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 bodies of the Participating Jurisdictions.
- 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 the relative proportion of the Hanford work force residing in each Participating Jurisdiction.
- C. **Meetings:** The Governing Board shall meet annually to approve the Interlocal's budget and work program for the coming year, and other times as needed. The Administrative Board will meet as needed, but in formal business meetings no less frequently than quarterly. The Hanford Communities Interlocal shall be subject to the Washington Open Public Meetings Act.
- D. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions arising under this Agreement shall be settled by arbitration in accord with the current rules of the American Arbitration Association. Routine disputes shall be settled in accord with the administrative procedures of the Operating Jurisdiction.
- E. **Liability:** The participating Jurisdictions shall be jointly liable for any actions or failure to act related to this Agreement.

IV. DURATION OF THE AGREEMENT

This Agreement shall be effective when signed by the Participating Jurisdictions and shall continue through December 31, 1999. The term of this Agreement may be extended thereafter with the approval of the Participating Jurisdictions.

V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with the Interlocal's funds to carry out the purposes of this Agreement shall be the property of the Interlocal. Real and personal property owned by the Operating Jurisdiction and used to service its contract

with the Interlocal shall remain the property of the Operating Jurisdiction. Appropriate allocation of fixed asset depreciation expenses to the Interlocal relating to its owned property shall be included in the Operating Contract.

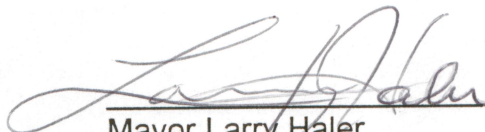
VI. AMENDMENT

The Agreement may be amended upon approval of the governing bodies of a majority of the Participating Jurisdictions.

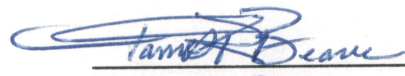
VII. WITHDRAWAL

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.

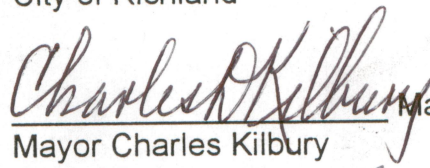
Signed Friday, May 30, 1997



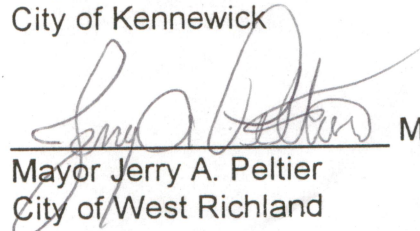
May 30, 1997
Mayor Larry Haler
City of Richland



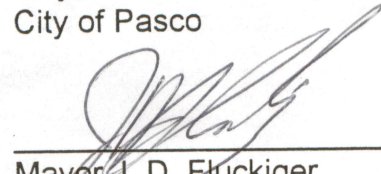
May 30, 1997
Mayor Jim Beaver
City of Kennewick



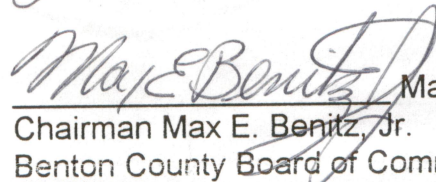
May 30, 1997
Mayor Charles Kilbury
City of Pasco



May 30, 1997
Mayor Jerry A. Peltier
City of West Richland



May 30, 1997
Mayor J. D. Fluckiger
City of Benton City



May 30, 1997
Chairman Max E. Benitz, Jr.
Benton County Board of Commissioners