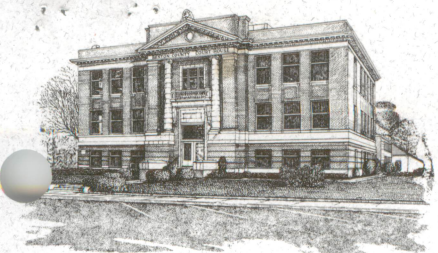


C22-94



**Board of County Commissioners  
BENTON COUNTY**

P.O. Box 190 • Prosser, WA 99350-0190  
Phone (509) 786-5600 or (509) 736-3080  
Fax (509) 786-5625

Leo Bowman  
DISTRICT 1  
Max Benitz, Jr.  
DISTRICT 2  
Claude L. Oliver  
DISTRICT 3

Sept. 21, 1999

RECEIVED  
SEP 23 1999  
CITY OF BENTON CITY

Mayor J.D. Fluckiger  
City of Benton City  
City Hall  
Benton City, WA 99320

Re: Hanford Communities Interlocal Agreement

Dear Mayor Fluckiger:

Enclosed is the interlocal cooperation agreement between eligible local governments to review, evaluate, and monitor conditions and operations at the Hanford Nuclear Reservation that directly affect the "Hanford Communities". Please sign where indicated and send the original on to Pam Brown at the City of Richland for recording and subsequent distribution to the parties involved. (Please send this cover letter along with the agreement to Ms. Brown.)

Thank you.

BOARD OF BENTON COUNTY COMMISSIONERS

*Jeri Lynn Cabbage*

Jeri Lynn Cabbage, Clerk to the Board

enc



# Benton County Recording Cover Sheet

Return Address:  
CITY ATTORNEY  
CITY OF RICHLAND  
P.O. BOX 190  
RICHLAND, WA 99352

PLEASE PRINT OR TYPE INFORMATION:

<b>Document Title(s)(or transactions contained therein):</b>	
1.	AN INTERLOCAL COOPERATION AGREEMENT
2.	
3.	
4.	
<b>Grantor(s)(Last name first, first name, middle initials):</b>	
1.	CITY OF RICHLAND
2.	CITY OF PASCO
3.	CITY OF KENNEWICK
4.	CITY OF WEST RICHLAND
Additional names on page _____ of document.	
<b>Grantee(s)(Last name first, first name, middle initials):</b>	
1.	TO THE PUBLIC
2.	
3.	
4.	
Additional names on page _____ of document.	
<b>Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qrt.)</b>	
NA	
Additional legal is on page _____ of document.	
<b>References Number(s) of documents assigned or released:</b>	
NA	
Additional names on page _____ of document.	
<b>Assessor's Property Tax Parcel/Account Number</b>	
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.	

**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. 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 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 City, 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 of the member jurisdictions will identify their elected legislative representative 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 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:** 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 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, 2004. 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.

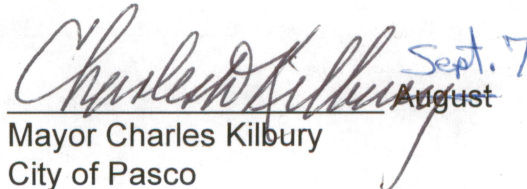
#### VII. WITHDRAWAL

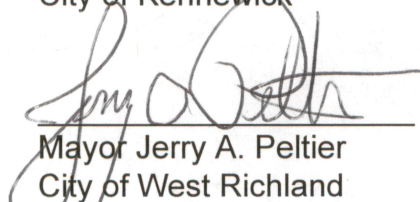
A jurisdiction may withdraw from this agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

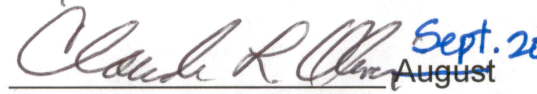
Approved by the Governing Board - Friday, July 30, 1999

  
August 17, 1999  
Mayor Larry Haler  
City of Richland

  
August 17, 1999  
Mayor Jim Beaver  
City of Kennewick

  
Sept. 7, 1999  
Mayor Charles Kilbury  
City of Pasco

  
August 16, 1999  
Mayor Jerry A. Peltier  
City of West Richland

  
Sept. 20, 1999  
Chairman Claude Oliver  
Benton County Board of Commissioners

Approved as to Form:

  
Deputy Prosecuting Attorney