

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 1/18/2022	PREPARED BY: Shirley Jones
Meeting Date Requested: 1/25/2022	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Hanford Communities Interlocal Cooperation Agreement Renewal	
FISCAL IMPACT: \$0	
BACKGROUND: The Hanford Communities ILA between the City of Richland, City of Kennewick, City of Pasco, City of West Richland, Benton County and Franklin County to review, evaluate, and monitor conditions and operations at the Hanford Nuclear Reservation. The organization was established in 1994 and the agreement has renewed every 5 years since that time.	
RECOMMENDATION: Approve the Hanford Communities ILA	
COORDINATION: Keith Johnson, Administrator	
ATTACHMENTS: (Documents you are submitting to the Board) ASR/Resolution/Agreement	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Administration Office	

I certify the above information is accurate and complete.



Keith Johnson, Administrator

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

This **INTERLOCAL AGREEMENT**, effective the 1st day of January, 2022, is hereby entered into by and between the Cities of Richland, Kennewick, Pasco, and 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 administrative entity 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

1. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, and West Richland and the counties of Benton and Franklin. Affiliate memberships are open to local government entities other than general purpose governments.
2. **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.
3. **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.
4. **Operating Jurisdiction:** The Operating Jurisdiction may be one of the Participating Jurisdictions or a third-party qualified to carry 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 herein, apply to the administrative entity. Employees of the administrative entity are employees of the Operating Jurisdiction, which shall provide all necessary support services. With oversight from the Administrative Board, 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.
5. **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

1. **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.
2. **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.
3. **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, no less frequently than biannually each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.
4. **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.
5. **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, 2022 and shall continue through December 31, 2026. 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 owned by and between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget. 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.

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. The Operating Jurisdiction is responsible for maintaining Hanford Communities' records consistent with state law for retention of public records, Ch. 40.14 RCW. The Washington Public Records Act shall apply to such records for any request made by the public. The Operating Jurisdiction shall serve as the public records officer for Hanford Communities.

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.

RICHLAND

Mayor, City of Richland

Attest:

Richland City Clerk

Approved as to Form:

City Attorney

PASCO

Mayor, City of Pasco

Attest:

Pasco City Clerk

Approved as to Form:

Pasco City Attorney

KENNEWICK

Mayor, City of Kennewick

Attest:

Kennewick City Clerk

Approved as to Form:

City Attorney

WEST RICHLAND

Mayor, City of West Richland

Attest:

West Richland City Clerk

Approved as to Form:

West Richland City Attorney

BENTON COUNTY

Chairman, Benton County
Board of Commissioners

Attest:

Clerk of the Board, Benton County

Approved as to Form

Benton County Civil Deputy
Prosecuting Attorney

FRANKLIN COUNTY

Chairman, Franklin County
Board of Commissioners

Attest:

Clerk of the Board, Franklin County

Approved as to Form:



Franklin County Civil Deputy
Prosecuting Attorney