

**CITY OF WEST RICHLAND
RESOLUTION NO. 10-22**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE INTER-LOCAL AGREEMENT
REGARDING REGIONAL ALGAL BLOOM MANAGEMENT AND RESPONSE
PLAN WITH CITIES OF RICHLAND, KENNEWICK AND PASCO.**

WHEREAS, Richland, Kennewick, Pasco, and West Richland (referred to collectively as the "Parties") were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter "Permit"); and

WHEREAS, the Parties use the Permit and other water rights to access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for approximately forty percent of its potable water supply; and

WHEREAS, in 2021, harmful algal blooms were detected and monitored in the Columbia River; and

WHEREAS, harmful algal blooms may release toxins that pose a risk to human health; and

WHEREAS, harmful algal blooms and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, it is prudent for the Parties to prepare plans to monitor and respond to the possible impairment of their potable water supplies by a harmful algal bloom; and

WHEREAS, Richland has selected an engineering consultant and negotiated a scope of work and budget for this work; and

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the City Council of the City of West Richland, Washington, hereby resolves as follows:

Section 1. That the Mayor is hereby authorized to execute Inter-Local Agreement regarding Regional Algal Bloom Management and Response Plan with cities of Kennewick, Richland and Pasco.

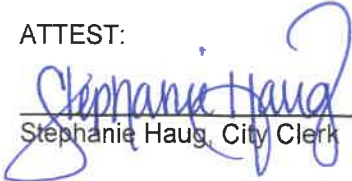
Section 2. This Resolution will take effect upon the date of approval and signature.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, at a regular meeting thereof held this 15th day of February, 2022.




Brent Gerry, Mayor

ATTEST:



Stephanie Haug, City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

INTERLOCAL COOPERATION AGREEMENT

Between

Cities of Kennewick, Richland, Pasco and West Richland

For

Development of a Regional Algal Bloom Management and Response Plan

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this ____ day of February, 2022 by and between the City of Kennewick (hereinafter “Kennewick”), the City of Richland (hereinafter “Richland”), the City of Pasco (hereinafter “Pasco”), and the City of West Richland (hereinafter “West Richland”), all municipal corporations of the State of Washington (referred to collectively as the “Parties”). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter “Permit”); and

WHEREAS, the Parties use the Permit and other water rights to access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algal blooms were detected and monitored in the Columbia River; and

WHEREAS, harmful algal blooms may release toxins that pose a risk to human health; and

WHEREAS, harmful algal blooms and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, it is prudent for the Parties to prepare plans to monitor and respond to the possible impairment of their potable water supplies by a harmful algal bloom; and

WHEREAS, Richland has selected an engineering consultant and negotiated a scope of work and budget for this work; and

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to prepare a regional Quad-City Algal Bloom Management and Response Plan.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Administration

Richland shall be the administrator for the purposes of this interlocal agreement and shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as **Exhibit A**.

Section 4. Funding and Contributions

Consultant expenses shall be shared between Richland, West Richland, Pasco and Kennewick. Richland, Kennewick, and Pasco shall contribute an amount equal to 2/7 of the total consultant costs for this work. West Richland shall contribute an amount equal to 1/7 of the total consultant costs for this work. Richland shall issue invoices to West Richland, Pasco, and Kennewick for their respective share of the expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all four Parties.

Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. Each Party shall own and receive its own copy of the regional Quad-City Algal Bloom Management and Response Plan produced as a result of this Agreement.

Section 6. Additional Resources

Richland, Kennewick, Pasco, and West Richland will provide staff support to complete data requests, meeting and training attendance, and analysis reviews as needed to efficiently administer the plan preparation.

Section 7. Duration

This Agreement shall expire twelve (12) months after the close-out of the consultant agreement. All obligations to pay the respective shares to fund the plan update shall survive termination of this Agreement.

Section 8. Termination

Notwithstanding the obligation to pay the respective shares surviving termination in Section 7 above, this Agreement may be partially terminated by a Party's written notice to the others, which notice shall be effective thirty (30) days after last received. The remaining Parties may choose to provide a written modification to this Agreement or continue to operate under this Agreement without the noticing Party.

Section 9. Notices

Written notice shall be directed to the parties as follows:

City of Richland
625 Swift Boulevard, MS-26
Richland, WA 99352
Attn: Public Works Director

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA 99353
Attn: Public Works Director

City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336
Attn: Public Works Director

City of Pasco
525 N. 3rd Avenue
Pasco, WA 99301
Attn: Public Works Director

Section 10. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by all Parties.

Section 11. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 12. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of this Agreement or the applications of the remainder of this Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 13. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the Parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 14. Waiver

No waiver, by any Party hereto, of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same term or condition, or any other term or condition of this Agreement.

Section 15. Authority to Execute.

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

Section 16. Counterpart Originals.

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

CITY OF RICHLAND

Jon Amundson, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

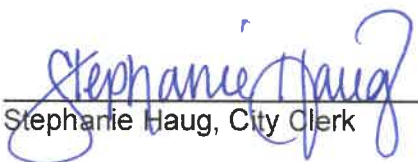
Heather Kintzley, City Attorney

CITY OF WEST RICHLAND



Brent Gerry, Mayor

Attest:



Stephanie Haug, City Clerk

Approved as to Form:



Bronson Brown, City Attorney

CITY OF KENNEWICK

Bill McKay, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to form:

Lisa Beaton, City Attorney

CITY OF PASCO

Dave Zabell, City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, City Attorney