

**CITY OF WEST RICHLAND
RESOLUTION NO. 76 -20**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE INTER-LOCAL AGREEMENT
REGARDING QUAD-CITY WATER RIGHT MITIGATION MODEL AND
OPERATING PROCEDURES WITH THE CITIES OF RICHLAND, PASCO AND
KENNEWICK.**

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 Permit requires the Parties on an annual basis to tabulate and report overall water supply usage, Quad-City Water Right utilization, and comply with mitigation provisions associated with consumptive use as outlined in the Regional Water Forecast and Conservation Plan (RWFCP); and

WHEREAS, to efficiently and effectively collect and annualize water supply usage data and to annually document that the available mitigation volume is equal to or greater than the required mitigation volume for Columbia River flows the four cities, Richland, Kennewick, Pasco and West Richland have agreed to provide funding of a Quad-City Water Right Mitigation Model and Operating Procedures; and

WHEREAS, staff in Richland, Kennewick, Pasco and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and


WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal to contract for the joint conduct of activities which each of the parties is individually authorized to perform; and

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 the Inter-Local Agreement regarding Quad-City Water Right Mitigation Model and Operating Procedures with the cities of Richland, Pasco and Kennewick.

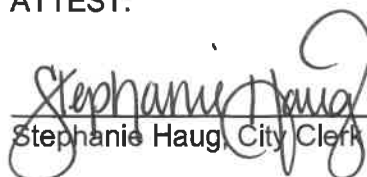
Section 2. This Resolution will take effect upon the date of approval and signature.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, at a regular meeting thereof held this 15th day of December, 2020.



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

Administration and Funding of Quad-City Water Right Mitigation Model and Operating Procedures

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2021 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 Permit requires the Parties, on an annual basis, to tabulate and report overall water supply usage, Quad-City Water Right utilization, and comply with mitigation provisions associated with consumptive use as outlined in the Regional Water Forecast and Conservation Plan (RWFCP); and

WHEREAS, to efficiently and effectively collect and annualize water supply usage data, and to annually document that the available mitigation volume is equal to or greater than the required mitigation volume for Columbia River flows, the four cities, Richland, Kennewick, Pasco and West Richland, have agreed to fund a Quad-City Water Right Mitigation Model and Operating Procedures; and

WHEREAS, staff in Richland, Kennewick, Pasco and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal 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 comply with mitigation provisions associated with the Quad-City Water Right and to determine the parameters for the contracting and funding of said model and operating procedures.

Section 2. Legal Entity

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

Section 3. Administration

West Richland 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 in four (4) equal amounts between Richland, West Richland, Pasco and Kennewick. West Richland shall issue invoices to Richland, Pasco, and Kennewick for their share of the plan update 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 Cities.

Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. The Parties shall own and receive at least one copy of the Quad-City Water Right Mitigation Model and Operating Procedures 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 model.

Section 7. Duration

This Agreement shall expire twelve months after the close-out of the consultant agreement. All obligations to pay the respective one-fourth share to fund the plan update shall survive termination of this Agreement.

Section 8. Notices

Written notice shall be directed to the parties as follows:

City of Richland

505 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 9. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor after it is fully executed by all Parties.

Section 10. Modification

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

Section 11. 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 the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 12. 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 13. Waiver

No waiver by either 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 or any other term or condition of this 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

CITY OF KENNEWICK

CYNTHIA D. REENTS, ICMA-CM
City Manager

DON BRITAIN
Mayor

Approved as to Form:

Attest:

HEATHER KINTZLEY
City Attorney

TERRI L. WRIGHT
City Clerk

Approved as to Form:

LISA BEATON
City Attorney

CITY OF WEST RICHLAND

CITY OF PASCO



BRENT GERRY
Mayor

DAVE ZABELL
City Manager

Approved as to Form:

Approved as to Form:



BRONSON BROWN
City Attorney

Eric Ferguson, Kerr Ferguson Law, PLLC
City Attorney