

INTERLOCAL COOPERATION AGREEMENT

Between

Cities of Kennewick, Richland, Pasco and West Richland

For

Administration and Funding of a Regional Water Forecast and Conservation Plan update

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 21st day of July, 2015 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 to prepare a Regional Water Forecast and Conservation Plan (RWFCP); and

WHEREAS, the Parties are updating the RWFCP, dated September, 2008; and

WHEREAS, in 2008, Richland, Kennewick, Pasco and West Richland funded a Regional Water Forecast and Conservation Plan to serve as a basis for serving municipal, industrial, and commercial users and uses within their urban service areas.; and

WHEREAS, the 2008 plan expires June of 2016; and

WHEREAS, to serve as a common demand forecast by the four cities when they update their Water System Plan (SWP) in accordance with Washington Department of Health (DOH) requirements, Richland, Kennewick, Pasco and West Richland have agreed to provide funding to update the 2008 Regional Water Forecast and Conservation Plan; 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 update a Regional Water Forecast and Conservation Plan, and to determine the parameters for the contracting and funding of said plan update.

Section 2. Legal Entity

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

Section 3. Administration

Kennewick shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as Exhibit A-1.

Section 4. Funding and Contributions

Consultant expenses shall be shared in four (4) equal amounts between Richland, West Richland, Pasco and Kennewick. Kennewick shall issue invoices to Richland, Pasco, and West Richland 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 all receive at least one copy of the Regional Water Forecast and Conservation Plan Update 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 attendance, and draft study reviews as needed to efficiently complete the study.

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. 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 9. Modification

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

Section 10. 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.

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

CITY OF RICHLAND



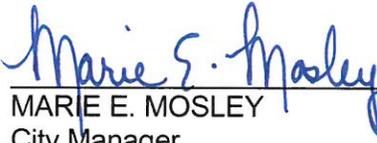
CYNTHIA D. JOHNSON, ICMA-CM
City Manager

Approved as to Form:



HEATHER KINTZLEY
City Attorney

CITY OF KENNEWICK



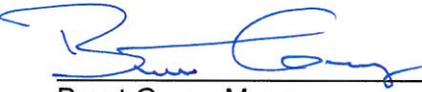
MARIE E. MOSLEY
City Manager

Approved as to Form:



LISA BEATON
City Attorney

CITY OF WEST RICHLAND



Brent Gerry, Mayor

Approved as to Form:



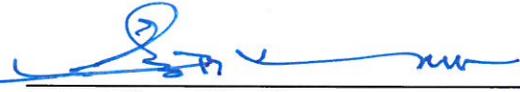
Bronson Brown, City Attorney

CITY OF PASCO



Dave Zabell, City Manager

Approved as to Form:



Leland Kerr, City Attorney