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DEPARTMENT OF ECOLOGY
State of Washington

Contract No. 288-25

IAA No. C2500159

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND (HANFORD COMMUNITIES)

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of Richland hereinafter referred to as the "HANFORD COMMUNITIES" and "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is for HANFORD COMMUNITIES to continue work started under ECOLOGY Contract No. C9900100, to help ECOLOGY meet its goal to support and engage the entities that comprise the Hanford Communities. The Hanford clean-up effort began over 30 years ago, and is expected to continue for at least another 50 years. During this long project, public support and involvement remains critical, both to ensure that the clean-up remains responsive to public needs and expectations, and to ensure continued political support for the significant federal funding required to do the work. The local communities – citizens, governments, and businesses – are most directly affected and potentially most influential on both public cleanup oversight and advocacy for adequate funding.

WHEREAS, ECOLOGY has legal authority (RCW 70A.300 Hazardous Waste Management Act) and the City of Richland has legal authority (RCW 35.21.010 and pursuant to the Hanford Communities Interlocal Agreement (Richland Contract No. 22-94) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

HANFORD COMMUNITIES shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget,* attached hereto and incorporated herein.

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2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2025**, and be completed by **June 30, 2026**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **Mixed Waste Fee**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred thousand dollars ($100,000.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices by email to:

State of Washington
Department of Ecology
Nuclear Waste Program
Attn: Neil Caudill
PO Box 47600
Olympia, WA 98504-7600
ecyrenwpcontracts@ecy.wa.gov

Payment requests may be submitted on a Quarterly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

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Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and rules.

b. Mutually agreed upon written amendments to this Agreement.

c. This Agreement, number C2500159.

d. Appendix A, *Statement of Work and Budget*.

e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

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16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with Office of Minority and Women's Business Enterprises (OMWBE), WA Dept of Veterans Affairs (WDVA), or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Neil Caudill
Address: PO Box 47600
Olympia, WA 98504-7600
Phone: (509) 303-5162
Email: ecyrenwpcontracts@ecy.wa.gov

The HANFORD COMMUNITIES Representative is:

Name: Jon Amundson
Address: 625 Swift Boulevard, MS-04
Richland, WA 99352
Phone: (509) 942-7380
Email: jamundson@ci.richland.wa.us

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24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By: Signed by: Edward Holbrook 7EBDC31FBD0D404... 7/2/2025
Signature Date

Edward Holbrook
Print Name

Nuclear Waste Deputy Program Manager
Title

City of Richland, Hanford Communities

By: DocuSigned by: B8FA8D989370498... 7/2/2025
Signature Date

Jon Amundson
Print Name

Richland City Manager
Title

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APPENDIX A

STATEMENT OF WORK AND BUDGET

ECOLOGY and HANFORD COMMUNITIES initiated work under Contract C9900100 in 1999. Contracts have been continued every year. HANFORD COMMUNITIES has a unique role and a credible voice to generate local awareness and involvement in Hanford cleanup efforts. This Agreement ensures that it has sufficient funding to continue with its work to inform and generate local public involvement in the Hanford cleanup.

1) A Quarterly status report is required to document status and completion of planned work.
2) Monthly meetings will be conducted between Ecology's Nuclear Waste Program communications manager and the Hanford Communities Executive Director to discuss emerging contract issues, and to document any workload adjustments through the contract term.

Task 1:
Enhance, maintain, and update "hanfordcommunities.org" website and social media platforms. Work to maintain a more dynamic presence, reflecting new developments and changing circumstances relating to Hanford. Promote the website on social media. Build audiences on all utilized platforms, including strategic use of boosted/paid posts.

Quarterly: Provide website analytics to show changes – growth and areas for improvement. Provide analytics to track social media engagement. These analytics are part of the quarterly status report. Provide updates on major additions or revisions made to website.

Task 2
Publish at least three Hanford Communities email distributions annually .

- Quarterly: Report number of digital distributions; number of recipients per digital distribution.

Task 3
Support Ecology public involvement, outreach, and education efforts, including:

- Coordinate at least one "town hall" or similar event annually with elected officials, Hanford Communities Board, and Ecology management. Develop agenda in collaboration with Ecology on mutually agreed upon topics. Event can include all Tri-Party Agreement agencies, or just Ecology.
- When developing informational public materials, create or share content that highlights Ecology's role and ongoing work in Hanford cleanup.
- Seek opportunities for Ecology leadership and/or communications staff to present/discuss Nuclear Waste Program work and Hanford issues with community organizations and elected officials. Opportunities should ideally be provided with 3-4 weeks advance notice.

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Quarterly: Report on activities – number of potential outreach and education opportunities identified; any "town hall" or related event(s) held; informational materials about Ecology developed or shared; and other presentation or discussion opportunities identified/proposed.

Task 4

Work to incorporate and/or maintain the following principles in ongoing communications:

- Strive to incorporate environmental justice considerations into communications and better reach historically overburdened and underserved communities that have been impacted or may be impacted by Hanford.
- Maintain website with updated and relevant information.
- Share information about public meetings, comment periods, and other public engagement opportunities on website, social media platforms, and with newsletter recipients.
- Create content that is relatively brief, easily digestible, and shareable.
- Ensure content released on the website, social media channels, and in newsletters meets accessibility standards to include alternative text, captioning, language access considerations, and follows writing for the web and/or plain talk principles.
- Seek opportunities for interviews on local radio stations and potentially establish reoccurring updates or appearances.
- Seek opportunities to build relationships with established and credible online news sources (web series, podcasts, etc.) and coordinate interviews and appearances when possible.

Quarterly: Report on activities – activities and achievements covered in this list.

Document Accessibility Requirements

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY's public web site, namely, potential educational documents Hanford Communities creates. The CONTRACTOR shall provide these documents in both their "native format" (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker's report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility).

Budget:

Item	Description	Amount
1	**Total Staffing Costs (tasks 1-4)**	$95,000
2	**Support Services Contract (tasks 1-4)**	$5,000
	Total Project Cost	$100,000

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RESOLUTION NO. 2025-81

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON BEHALF OF HANFORD COMMUNITIES.

WHEREAS, Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the "Participating Jurisdictions") have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities; and

WHEREAS, the purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford; and

WHEREAS, the current interlocal agreement executed by the Participating Jurisdictions is valid to and through December 31, 2026; and

WHEREAS, on April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities; and

WHEREAS, to facilitate this transition in 2020, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities; and

WHEREAS, the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities; and

WHEREAS, the City of Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities to ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology; and

WHEREAS, the current interagency agreement with the Department of Ecology for funding in support of Hanford Communities will expire on June 30, 2025; and

WHEREAS, a new funding agreement covering July 1, 2025 to June 30, 2026 is necessary to ensure that Hanford Communities continues to receive the benefit of funding made available by the Department of Ecology.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interagency agreement with the Washington State Department of Ecology for funding in support of Hanford Communities.

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BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of July, 2025.

Theresa A Richardson
Theresa Richardson, Mayor

Attest:

Jennifer Rogers
Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley
Heather Kintzley, City Attorney