



Revised Agenda
City Council Special Meeting
Thursday, July 6, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Special Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Parks & Recreation Month Proclamation
 - Mayor Christensen
2. Ben Franklin Transit Upcoming Projects
 - Jon Amundson, City Manager
 - Rachelle Glazier, Ben Franklin Transit General Manager
3. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk distribution.

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

4. Approval of the June 20, 2023 City Council Regular Meeting Minutes and the June 27, 2023 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

5. Ordinance No. 2023-14, Amending Richland Municipal Code Section 2.44.010 related to Membership on the LEOFF I Firefighters' Pension Board
 - Heather Kintzley, City Attorney

6. Ordinance No. 2023-15, Amending Chapter 9.18 of the Richland Municipal Code related to Misuse of 911 Emergency Call System
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

None.

Resolutions - Adoption:

7. Resolution No. 2023-101, Authorizing an Agreement with the Washington Public Utility Districts Association for Participation in a Net Metering Study
 - Clint Whitney, Energy Services Director
8. Resolution No. 2023-102, Authorizing an Agreement with Energy Pro Insulation, Inc. for Weatherwise Program Participation
 - Clint Whitney, Energy Services Director
9. Resolution No. 2023-103, Authorizing a Consultant Agreement with the Advisian-Worley Group for the United States Army Corps of Engineers Storm Flow Analysis
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2023-105, Authorizing an Interlocal Agreement with the Franklin Conservation District and the Cities of Kennewick, Pasco, and West Richland for Water Education
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2023-107, Setting a Public Hearing Date to Consider the Proposed Annexation of Approximately 1,643 Acres to be Known as The North Horn Rapids Industrial Park
 - Kerwin Jensen, Development Services Director
12. Resolution No. 2023-108, Authorizing Circulation of a Petition for Annexation of 1.83 Acres of Short Plat 793, Lot 3
 - Kerwin Jensen, Development Services Director
13. Resolution No. 2023-111, Ratifying Execution of an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities
 - Jon Amundson, City Manager

Items - Approval:

14. Appointment to the Richland Public Facilities District Board: Veronica Kenney
 - Jennifer Rogers, City Clerk

Items of Business:

15. Ordinance No. 2023-16, Amending Richland Municipal Code Title 9: Crime related to Controlled Substances Violations and Penalties (first reading)
 - Heather Kintzley, City Attorney
16. Resolution No. 2023-106, Establishing Pricing for City-Owned Properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza and Horn Rapids Industrial Park
 - Kerwin Jensen, Development Services Director

17. Resolution No. 2023-109, Authorizing Agreement with the Washington State Criminal Justice Training Commission for Officer Resiliency Program
 - Brigit Clary, Chief of Police
18. Resolution No. 2023-110, Establishing the 2023 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments
 - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Richland; and

WHEREAS, parks and recreation opportunities are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and its surrounding regions; and

WHEREAS, parks and recreation programming promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development; and

WHEREAS, well-developed parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, and the attraction and retention of businesses.

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim July 2023 to be

National Park & Recreation Month

in the City of Richland, and I encourage all citizens to enjoy Richland's beautiful parks and participate in its many recreational opportunities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 6th day of July, 2023.


Terry Christensen, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the June 20, 2023 City Council Regular Meeting Minutes and the June 27, 2023 City Council Workshop Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on June 20, 2023 and the City Council workshop meeting held on June 27, 2023.

Summary:

Draft minutes from the June 20, 2023 City Council regular meeting and June 27, 2023 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. DRAFT June 20, 2023 City Council Regular Meeting Minutes
2. DRAFT June 27, 2023 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, June 20, 2023

Richland City Hall ~ Council Chambers

625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Mayor Christensen called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Christensen welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones (remote attendance via Zoom), Kent, Lukson, VanDyke, and Whitten were present.

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Pledge of Allegiance

Mayor Christensen led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

None.

Public Comments

City Clerk Rogers read the Public Comments procedure.

The following individuals provided public comments:

- Guy Steen - 126 Cimarron St. Richland, WA: Mr. Steen announced that the Richland Police Department captures and uploads data to a software program called *Flock Safety* using automatic license plate reader (ALPR) cameras. Mr. Steen called on Council to establish limitations on how the data is used, maintained, and shared.

- George Penn - 6223 W. Deschutes, Kennewick, WA: Mr. Penn requested the dog park be open for use more than four (4) days per week, and suggested an alternative schedule be implemented to separately accommodate large and small dogs.

Mayor Christensen encouraged Mr. Penn to attend the City of Kennewick and the City of Pasco Council meetings to advocate for the development of a dog park within their cities.

- Tim Taylor - 462 Palm Drive, Richland, WA: Mr. Taylor stated he emailed all Councilmembers regarding a grant opportunity funded by the American Rescue Plan Act (ARPA) but did not receive a response. Mr. Taylor stated that though his questions were ultimately answered by City Manager Amundson, he reminded Council of their responsibility to acknowledge and respond to constituents.
- Greg Jones - Gala Way, Richland, WA: Mr. Jones read aloud correspondence that described a recent single vehicular accident and the ever-present presence of speeding vehicles in the Gala Way and Queensgate Drive neighborhood. Mr. Jones cited several frequent speeding violators and added he has communicated his concerns with staff regarding the need to implement traffic calming measures. Mr. Jones called on Council to intervene by implementing traffic calming solutions to stop speeding in the Gala Way and Queensgate Drive area.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Minutes

1. Approval of the June 6, 2023 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

2. Ordinance No. 2023-10, Amending Chapter 11.08 of the Richland Municipal Code related to Speed Regulations
3. Ordinance No. 2023-11, Amending Richland Municipal Code Section 11.40.030 related to Parking on Certain Streets

4. Ordinance No. 2023-12, Approving the Rezone of 19.47 Acres located along Bermuda Road from Agriculture (AG) to Medium Density Residential Small Lots (R-2S)
5. Ordinance No. 2023-13, Amending the 2023 Budget in the General Fund, Public Safety Sales Tax Fund, General Government Construction Fund, and Community Development Block Grant Fund

Resolutions - Adoption

6. Resolution No. 2023-83, Authorizing a First Amendment to the Interlocal Agreement for the Tapteal 1 Booster Pump Station Project
7. Resolution No. 2023-87, Authorizing a Second Amendment to the Wholesale Water Service Agreement with the City of West Richland
8. Resolution No. 2023-88, Authorizing Award of Bid to Watts Construction, Inc. for the Vantage Highway Pathway - Phase 2 Project
9. Resolution No. 2023-89, Adopting a Vision Zero Goal with respect to Roadway Fatalities and Serious Injuries on City of Richland Streets
10. Resolution No. 2023-90, Adopting the 2023 Comprehensive Safety Action Plan and Authorizing a Grant Application to the United States Department of Transportation Safe Streets and Roads for All Funding Program
11. Resolution No. 2023-91, Authorizing Applications to the Washington State Department of Commerce's Public Works Board Construction and Pre-Construction Loan Programs
12. Resolution No. 2023-92, Authorizing a Third Amendment to the Consultant Agreement with Keller Associates, Inc. for the Tapteal Booster Pump Station Upgrade and Kennedy Water Main Projects
13. Resolution No. 2023-94, Authorizing Award of Bid to Palouse Power, LLC for Airport Area Boring and Cable Replacement
14. Resolution No. 2023-95, Declaring Surplus and Authorizing the Sale of 7,693 Square Feet of Property Located at 999 Queensgate Drive
15. Resolution No. 2023-96, Authorizing a Consultant Agreement with Rogers Surveying Inc., and HLA Engineering & Land Surveying Inc. for Surveying Services
16. Resolution No. 2023-99, Rejecting All Bids for the West Village Park - Phase 1 Project
17. Resolution No. 2023-100, Authorizing a Consultant Agreement with Granicus Experience Group (GXG) for Content Strategy and Governance Services

Expenditures – Approval

18. Expenditures from May 1, 2023 to May 31, 2023 for \$30,076,850.97 including Travel Check Nos. 20305-20337, Accounts Payable Check Nos. 311375- 312259, Accounts Payable Wire Nos. 9546-9594, Payroll Wires & ACH Nos. 13360-13410 Payroll Direct Deposit & Check Nos. 207890-209045 and Pension Check Nos. 6465-6488.

Items of Business

19. Resolution No. 2023-86, Authorizing an Interlocal Agreement with the City of West Richland for Badger Mountain South Traffic Impact Mitigation

Public Works Director Rogalsky provided an overview of the proposed agreement with the City of West Richland. The Cities of Richland and West Richland have negotiated an interlocal agreement to mitigate traffic impacts generated by the Badger Mountain South development.

The City will collect fees from developers through its traffic impact fee program to cover the costs of the agreement. Payments to West Richland are estimated at approximately \$1,345,000, which can be paid out of Zone 3 Traffic Impact Fees (TIF).

Additional information can be found in the PowerPoint presentation included in the agenda packet.

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-86, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF WEST RICHLAND FOR BADGER MOUNTAIN SOUTH TRAFFIC IMPACT MITIGATION. MOTION CARRIED 7-0.

20. Resolution No. 2023-97, Declaring Surplus and Authorizing Lease of Property Located at 1900 Jadwin Avenue

Development Services Director Jensen shared that the Boys & Girls Club of Benton and Franklin Counties has expressed interest in negotiating a market-priced lease of the former fire station for use as a teen center serving north-central Richland. The City will directly negotiate an acceptable lease agreement with the Boys & Girls Club of Benton and Franklin Counties. The property is no longer needed for municipal purposes and is surplus to the City's needs.

Following the presentation, Council provided comments supporting the proposed use for the former Fire Station No. 73 building.

COUNCILMEMBER KENT MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-97, DECLARING SURPLUS AND AUTHORIZING LEASE OF PROPERTY LOCATED AT 1900 JADWIN AVENUE. MOTION CARRIED 7-0.

21. Resolution No. 2023-98, Authorizing a Memorandum of Understanding to establish an Opioid Abatement Council (OAC)

With the aid of a PowerPoint Presentation, Assistant City Manager Florence provided historical context to the Washington State Attorney General lawsuit against numerous opioid manufacturers and distributors, the initial settlement allocation agreement, and previous Council actions associated with the One Washington Opioid settlement. Assistant City Manager Florence explained that as part of the One Washington Opioid Settlement, participating local governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures, and dispute resolution, in order to receive Opioid Funds.

Greater Columbia Behavioral Health, LLC has been identified as the region's lead administrative agency to oversee the OAC. The proposed Memorandum of Understanding (MOU) will formalize the City of Richland's participation in the OAC. Staff responded to Council inquiries throughout the presentation.

COUNCILMEMBER VANDYKE MOVED AND MAYOR CHRISTENSEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-98, AUTHORIZING A MEMORANDUM OF UNDERSTANDING TO ESTABLISH AN OPIOID ABATEMENT COUNCIL (OAC). MOTION CARRIED 7-0.

22. Advanced Metering Infrastructure (AMI) and Utility Billing Update

Assistant City Manager Florence provided an update to the AMI project and utility billing software update. The update included previously identified challenges and a number of steps taken to enhance the customer service experience. Detailed information can be found in the PowerPoint Presentation. Following the presentation, staff engaged in a question-and-answer session with Council.

Reports and Comments

City Manager

City Manager Amundson directed Chief of Police Clary and Public Works Director Rogalsky to meet with Greg Jones at the conclusion of the meeting to discuss concerns raised during the public comment period.

City Manager Amundson made the following announcements:

- Members of the public are invited to provide input for the development of a long-range plan for Leslie Groves Park. Open-style meetings will be held at Leslie Groves Park, Shelter #1, on June 28, 2023 and July 26, 2023; both meetings will be held 5:00 p.m. to 7:00 p.m. In the event of inclement weather, the meeting(s) will be relocated to the Richland Community Center.
- City Manager Amundson invited Council to visit the nearly completed lobby remodel

of the Richland Community Center.

- The United States National Resources Committee will host a field hearing on Monday, June 26, 2023 at Richland High School. The hearing will be hosted by Congressman Dan Newhouse, and several members of the National Resources Committee will be in attendance. Community members are encouraged to attend the meeting to offer comments supporting or opposing the removal of the Lower Snake River Dam.
- City Manager Amundson thanked the Richland Kiwanis Club for inviting him to speak at their June 14, 2023 meeting. City Manager Amundson said it was a great opportunity to learn about their organization while sharing current City of Richland projects.

City Council

Councilmember Jones Council addressed the public comments relating to speed driving. Councilmember Jones stated that Council has been proactive and vocal in communicating the need to implement traffic calming measures and traffic enforcement to reduce speed driving in the city. Councilmember Jones requested that staff communicate that same message to citizens.

Councilmember VanDyke shared that City Manager Amundson, Chief of Police Clary, and Parks & Public Facilities Director Hester have been collaborating to address traffic safety concerns. City Manager Amundson answered that he has been working with Chief of Police Clary to develop a Traffic Safety Unit, and with Parks & Public Facilities Director Hester to find ways to deter reckless driving in parking lots.

Lastly, City Manager Amundson stated that staff comments directed to Mr. Jones do not reflect Council's position on mitigating traffic safety. Traffic calming measures are not universally appropriate for all streets; therefore, traffic calming measures must be implemented according to the engineering of specific streets.

Councilmember Kent thanked City Manager Amundson for providing clarification to the traffic safety concerns and for sharing prospective traffic calming measures. Councilmember Kent thanked those who provide comments, then reassured the public that all comments, whether provided in-person or via email are followed up by City Manager Amundson to ensure a uniform response is provided on Council's behalf.

Lastly, Councilmember Kent announced that all Farmers' Markets within the Tri-Cities are open and encouraged citizens to shop locally and support events hosted by the Farmers' Market.

Councilmember Lukson reiterated that councilmembers do not respond individually to public comment or questions, instead, the City Manager responds to ensure a unified response is provided on Council's behalf. Next, Councilmember Lukson shared that he is liaison to the Benton-Franklin Council of Governments (BFCOG) and spoke highly of

Michelle Holt's leadership as Executive Director to the BFCOG.

There is an effort to reinvigorate the my-Tri 2030 project, which creates a shared vision for the region through community engagement. Councilmember Lukson stated there is potential to create an Economic Development Partnership and to develop traffic calming measures through the BFCOG partnership.

Lastly, Councilmember Lukson commented on the City's efforts to resolve issues that arose from the dog park closure, adding that prior notice of the park closure would have alleviated citizen complaints. The Richland dog park cannot accommodate use by surrounding cities, and neighboring cities should consider developing a dog park for their communities.

Councilmember VanDyke inquired about the impacts of the Public Safety Sales Tax expiration. City Manager Amundson replied that the Public Safety Sales Tax will sunset at the end of 2024, however, Benton County has decided to place the sales tax on the November 2023 ballot for voter approval. At Councilmember VanDyke's request, City Manager Amundson will contact Benton County to request an update on the sales tax.

Councilmember Whitten concurred with Councilmembers Kent and Lukson's statements regarding City Manager Amundson's role in providing a uniform response to citizen comments and questions on Council's behalf. Councilmember Whitten congratulated staff on the progress made regarding the AML project and the steps taken to improve the utility billing readings.

Mayor Pro Tem Richardson did not have comments.

Mayor

Mayor Christensen did not have comments.

Adjournment

Mayor Christensen adjourned the meeting at 7:25 p.m.

APPROVED:

Terry Christensen, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, June 27, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Christensen called the workshop meeting to order at 6:00 p.m.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke, and Whitten were present.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Development Services Director Jensen, Finance Director Allen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Agenda Items

1. Hanford Communities Annual Update

David Reeploeg, Hanford Communities Executive Director, and Vice-President of the Tri-City Development Council (TRIDEC) Federal Programs. Mr. Reeploeg provided an overview of the Hanford Communities' creation, reported on accomplishments realized in 2022, summarized current projects, presented the 2024 priorities, and provided data regarding the operations of the Manhattan Project National Historic Park.

The current estimated active cleanup of the Hanford site will be completed in 2078, at a rate of \$640 billion, or \$11 billion annually. Detailed information can be found in the PowerPoint Presentation included in the agenda packet. Mr. Reeploeg responded to Council inquiries throughout the presentation.

2. Budget Process Review

Finance Director Allen presented the 2024 Budget process review, impacts to consider, and the tentative schedule leading to its adoption. Detailed information can be found in the PowerPoint presentation. Staff responded to Council inquiries throughout the presentation.

3. Public Art Discussion regarding the Queensgate Roundabouts and the National Fitness Campaign Capital Project

Parks & Public Facilities Director Hester presented reasons for supporting public art, reviewed certain sections of the 2020 Richland Public Art Survey, and summarized criteria for the successful selection of public art.

Parks & Public Facilities Director Hester then presented two (2) Bernard Hosey monumental metal sculptures to be donated by a resident of Walla Walla. Council discussed the art pieces, the proposed location installations, and the importance of selecting suitable art for roundabouts.

At Mayor Christensen's request, Councilmember Whitten, Council Liaison to the Arts Commission, rationalized the Commission's decision to support the acceptance and placement of the art sculptures. Based on feedback provided by Council, Parks & Public Facilities Director Hester stated she will suspend actions and present alternate location options for review at a future date.

Next, Parks & Public Facilities Director Hester reviewed the City's existing capital project to install a National Fitness Court (NFC) outdoor fitness amenity in Howard Amon Park. The fitness amenity will include a multi-fitness wall to support physical fitness attachments and activities. The wall will provide an opportunity to showcase mural art by local artists.

Lastly, Parks & Public Facilities Director Hester provided an overview of the National Fitness Court Local Artist Program and their participation in the review, approval, design, and development of the approved mural art wrap. The Arts Commission called for local artists to submit mural art designs, and Ryann Engels' designs were selected for display on the fitness court mural project.

During the presentation, Council offered comments and engaged in a question-and-answer session with staff regarding the proposed art. There was consensus from Council supporting the proposed mural art concept design and its placement at Howard Amon Park. Additional information can be found in the PowerPoint Presentation included in the agenda packet.

Closing Comments

City Manager Amundson solicited Council guidance on the suggestion presented by Councilmember Jones to invite the Tri-City Association of Realtors and/or the Home Builders' Association of Tri-Cities to present on the topic of housing affordability. Councilmember Jones commented that both agencies are key stakeholders in the community, and they should be allowed to comment on the proposed traffic impact fees before Council acts on amending the traffic impact fees.

City Manager Amundson reminded Council that both entities provided comments at the June 6, 2023 City Council meeting. Additionally, at Council's direction, staff engaged in further dialog with affected stakeholders regarding the proposed fee increases. Lastly, City Manager Amundson encouraged Council to move this item forward as there will be corresponding negative impacts associated with further delays.

Mayor Christensen provided comments in support of advancing this item for Council action. Councilmember Kent agreed with Mayor Christensen's comments then expressed an interest in having dialogue with stakeholders on the topic of affordable housing and

exploring opportunities the in which the City can assist in finding solutions to the affordable housing deficit and assisting individuals experiencing homelessness.

Adjournment

Mayor Christensen adjourned the meeting at 8:03 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-14, Amending Richland Municipal Code Section 2.44.010 related to Membership on the LEOFF I Firefighters' Pension Board

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-14

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-14, amending Richland Municipal Code Section 2.44.010 related to membership of the LEOFF I Firefighters' Pension Board.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or to come into compliance with established practice or policy.

Membership on the City's LEOFF I Pension Boards is determined by state law. With regard to the Firefighters' Pension Board, RCW 41.16.020 provides that the Board shall consist of the following five (5) members: the mayor or a designated representative who shall be an elected official of the city (shall be chairperson); the city comptroller or clerk; the city treasurer; and two (2) regularly employed or retired firefighters elected by secret ballot of those employed and retired firefighters who are subject to the jurisdiction of the board.

Proposed Ordinance No. 2023-14 provides clarity regarding the designation of a city comptroller, which will give the City additional flexibility in deciding whether to staff the LEOFF I Firefighters' Pension Board with either position (City Clerk or City Comptroller).

Staff recommends approval of Ordinance No. 2023-14 for first reading, by title only.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2023-14

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 2.44.010 RELATED TO MEMBERSHIP ON THE LEOFF I FIREFIGHTERS' PENSION BOARD.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to eliminate ambiguities or come into compliance with established practice or policy; and

WHEREAS, the City has determined that adjustments to city staff positions serving on the LEOFF I Firefighters' Pension Board is warranted.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Richland Municipal Code Section 2.44.010, entitled Firefighters' pension board created – Membership, as first enacted by Ordinance No. 30, and last amended by Ordinance No. 23-21, is hereby amended to read as follows:

2.44.010 Firefighters' pension board created – Membership.

There is hereby created and established the firefighters' pension board which shall have and exercise the powers, duties and responsibilities prescribed in Chapter 91 of the Laws of 1947 of the state of Washington, as amended, being Chapter 41.16 RCW; Chapter 382 of the Laws of 1955, as amended, being Chapter 41.18 RCW; and Chapter 255 of the Laws of 1961. For the purposes of membership prescribed in RCW 41.16.020, the finance director shall be deemed to be the city treasurer, and the finance manager shall be deemed to be the city comptroller.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2023.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-15, Amending Chapter 9.18 of the Richland Municipal Code related to Misuse of 911 Emergency Call System

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-15

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-15, amending Chapter 9.18 of the Richland Municipal Code related to Misuse of 911 Emergency Call System.

Summary:

The 911 telephone system operated by Benton County Emergency Services/Southeast Communications Center (BCES/SECOMM) is a critical component in the emergency response system. Dedicated employees staffing SECOMM take calls from the public related to emergency situations and dispatch first responders to address significant matters in the community. These calls often involve life-threatening situations, and the ability to obtain a rapid response when calling 911 is critical to positive outcomes. For this reason, abuse of the 911 telephone system is a serious concern, since it can potentially delay the response of emergency personnel to true emergencies and result in distraction and wasted time for 911 dispatchers at SECOMM, which is currently understaffed.

In consultation with the City Prosecutor, amendments to RMC 9.18 are proposed to clarify the circumstances under which someone can be criminally culpable for abusing the 911 telephone system. The RMC currently includes, and will continue to maintain, a warning provision that requires individuals to be put on notice before any criminal charges may result.

Staff recommends approval of Ordinance No. 2023-15 for first reading, by title only.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2023-15

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 9.18 OF THE RICHLAND MUNICIPAL CODE RELATED TO MISUSE OF 911 EMERGENCY CALL SYSTEM.

WHEREAS, the 911 telephone system is a critical component in the emergency response system; and

WHEREAS, abuse of the 911 telephone system potentially delays the response of emergency personnel to true emergencies and results in distraction and wasted time for 911 dispatchers in the Southeast Communications Center (SECOMM), which is currently understaffed.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 9.18 of the Richland Municipal Code, entitled Misuse of 911 Emergency System, as enacted by Ordinance No. 18-12, is hereby amended to read as follows:

Chapter 9.18 MISUSE OF 911 EMERGENCY CALL SYSTEM

Sections:

9.18.010 Purpose.

9.18.020 Definitions.

9.18.030 Misuse of 911 system.

9.18.040 Penalty.

9.18.010 Purpose.

This chapter is intended to reduce ~~the number of false requests for emergency assistance or similar misuse~~ and abuse of the 911 emergency response system ~~which occur within the city and result in waste of city resources~~ by providing for corrective administrative action upon the first offense, ~~including fees and potential discontinuance of service~~ and criminal sanctions for repeated violations.

9.18.020 Definitions.

The following persons or words used in this chapter shall be defined as set forth in this section:

A. "Person" includes any natural person, partnership, joint stock company, unincorporated association of society, or corporation of any character whatsoever; and

B. ~~"Misuse of the 911 system" is a request for emergency response when no actual emergency exists and when the caller does not have a good faith basis to request emergency assistance.~~ "Emergency" means any condition in which a reasonable person would believe emergency services will result in the saving of a life, a reduction in the destruction of property, quicker apprehension of a criminal, assistance with potentially life-threatening medical problems, a fire, a

need for rescue, an imminent potential crime, or a similar situation in which immediate assistance is required. "Emergency" also includes calls to 911, the purpose of which is to prevent an emergency response from being initiated when no such response is needed. This chapter ~~shall~~ does not apply ~~be applicable~~ to mechanical activations of requests for assistance, nor shall it be interpreted to impose liability on any person who makes a good faith request for emergency assistance based on a reasonable, factual basis that an emergency situation exists.

9.18.030 Misuse of 911 system.

It shall be unlawful for any person to ~~misuse~~ the 911 system for any reason other than because of an emergency. It shall be an affirmative defense that the person charged has a good faith, reasonable, factual basis for believing an emergency exists as defined in RMC 9.18.020(B). ~~for the request.~~

~~The city shall impose the following administrative sanctions upon the request of the police or fire departments upon misuse of the emergency medical response system:~~

~~A. Upon a first response to a premises at which a request for emergency assistance has been made by misuse of the 911 system, notice of the conditions and requirements of this chapter shall be given to the person requesting emergency medical assistance. The notice shall indicate the penalty imposed by this chapter.~~

~~B. A person is guilty of misuse of the 911 emergency call system when:~~

- ~~1. Emergency response responds to a premises as a result of misuse as defined in RMC 9.18.020; and~~
- ~~2. Said response occurs within 12 months of any previous misuse as defined in RMC 9.18.020.~~

9.18.040 Penalty.

A. Upon a first offense for misuse of 911 system as provided in RMC 9.18.030, the offender will be given notice of the conditions and requirements of this chapter, including the penalty imposed by this chapter for any subsequent offense thereof. Notice may be given verbally or in writing and must be documented by the person giving notice. No formal documentation process is required.

B. Any person who commits a second or subsequent offense for misuse of 911 system as provided in RMC 9.18.030 after being given notice per RMC 9.18.040(A) shall be guilty of a misdemeanor.

~~Unless otherwise provided in this chapter or by state statute adopted by reference, any person violating any provision of this chapter shall be guilty of a misdemeanor.~~

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2023.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-101, Authorizing an Agreement with the Washington Public Utility Districts Association for Participation in a Net Metering Study

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-101

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-101, authorizing the City Manager to sign and execute an agreement with the Washington Public Utility Districts Association for participation in a net metering study.

Summary:

Washington electric municipal utilities, public utility districts, electric cooperatives, and investor-owned utilities are joining together to commission a net metering study. Chapter 80.60 RCW requires electric utilities to offer net metering for retail customers with electrical generation. The objective of the study is to evaluate the costs and benefits of net metering for rate customers using data from a representative of Washington electric utilities. The study is expected to identify if there is any electric rate class subsidy caused from net metering.

The Washington Public Utility Districts Association (WPUDA) will issue and manage the contract for the study. Energy Environmental Economics (E3) has proposed a scope of work in the amount of \$468,500 plus tax with each participating utility paying its prorated share based on its annual energy sales and number of customers. The City's expense will be \$5,000.

The E3 study will be completed by December 2023.

Staff recommends adoption of Resolution No. 2023-101.

Fiscal Impact: The City's participation in the study will be funded out of the approved 2023 Budget for the Electric Fund in an amount not to exceed \$5,000.

Attachments:

1. Resolution No. 2023-101
2. Proposed Utilities Joint Funding Agreement
3. Net Metering Study - Proposed Scope and Budget with E3

RESOLUTION NO. 2023-101

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AGREEMENT WITH THE WASHINGTON
PUBLIC UTILITY DISTRICTS ASSOCIATION TO PARTICIPATE
IN A NET METERING STUDY.**

WHEREAS, the City of Richland wishes to participate with a stakeholder group of public utility districts, investor-owned utilities, municipal utilities and cooperative utilities (the “Stakeholder Group”) for the purpose of completing a net metering study (the “Study”); and

WHEREAS, the Study will investigate the value of distributed solar and the magnitude of any cost shift subsidy among ratepayers associated with retail rate net metering; and

WHEREAS, the City, acting together with the Stakeholder Group, desires to jointly fund the Study to be performed by Energy and Environmental Economics, Inc. (E3), an appropriately qualified consultant (the “Consultant”); and

WHEREAS, the Washington Public Utility Districts Association (WPUDA) will serve as the lead entity to procure the services of and enter into a contract with the Consultant to conduct the Study; and

WHEREAS, the City’s costs for participation in the Study have been identified as \$5,000 with any remaining costs proportioned across the entire Stakeholder Group; and

WHEREAS, the City’s best interests are served by executing an agreement with WPUDA to participate in and complete the Study.

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 agreement with the Washington Public Utility Districts Association to participate in a net metering study as identified herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT

THIS Agreement (AGREEMENT), made and entered into as of the last date in the indicated signature blocks below ("EFFECTIVE DATE"), by and between the Washington Public Utility Districts Association ("WPUDA"), Public Utility District No. 1 of Snohomish County ("Snohomish PUD"), the Washington Rural Electric Coop Association, Seattle City Light, CITY OF TACOMA, a municipal corporation of the State of Washington ("Tacoma"), City of Richland, Puget Sound Energy, Avista, and PacifiCorp; (each a "Party" or "Funding Entity," and collectively referred to as the "Funding Entities." or the "Parties").

RECITALS

WHEREAS Funding Entities have come together for the purposes of learning more about all aspects of benefits and costs that result from net energy metering (NEM) including any cost shifts that result; and

WHEREAS Funding Entities acting together desire to jointly fund a net-metering study (Study) to be performed by Energy+Environmental Economics (E3); and

WHEREAS Funding Entities acting together desire the Study to include a process where all stakeholders are invited to participate; and

WHEREAS Funding Entities desire WPUDA to serve as the lead entity to procure the services of and enter into a contract with E3 to conduct the Study and prepare a report summarizing the Study results; and

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is to establish a contractual relationship under which the Funding Entities jointly fund the costs of the Study and establish WPUDA's role as lead entity for purposes of procuring and managing the contract with E3.

2. Scope of Work

E3, will perform the work as described in the May 17, 2023, document by E3 titled "WA Utilities NEM Evaluation; Proposed Scope and Budget." (SCOPE OF WORK). However, the "detailed study utilities" listed on page 3 of that document shall be revised to the below (DETAILED STUDY UTILITIES):

Puget Sound Energy
Seattle City Light
Kittitas County PUD No. 1
Inland Power and Light Co
Avista

In addition, Snohomish PUD may enter into a separate Agreement with E3 to conduct an additional detailed utility study. The funding arrangements for such an additional detailed utility study are solely between Snohomish PUD and E3 and are separate from this Agreement.

3. Term

The Effective Date of this Agreement is the date that each and every Funding Entity has signed this Agreement, with a termination date of March 31, 2024, unless modified by an amendment executed by the Parties. The term extends beyond the Study's final report delivery date, December 31, 2023, identified in the Scope of Work to allow time for discussion, questions and presentations of the Study findings.

4. Entity Status

This Agreement does not, and shall not require, the formation of any new legal governance entity, including without limitation any partnership or joint venture among the Parties. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.

5. Contract Amount and Funding Allocation

The total amount to be paid to E3 to complete the Scope of Work is not to exceed \$461,300 exclusive of Washington state taxes. Each Funding Entity's percentage share of the cost of the Study and all associated taxes are listed in the following table.

Funding Entity	Funding Percentage	Not to Exceed
WPUDA	23.5%	\$110,000
Snohomish PUD	6.4%	\$30,000
Washington Rural Electric Coop Association	4.9%	\$23,000
Seattle City Light	13.2%	\$62,073
City of Tacoma	5.0%	\$23,427
City of Richland	1.1%	\$5,000
Puget Sound Energy	32.0%	\$150,000
Avista	10.7%	\$50,000
PacifiCorp	3.2%	\$15,000
Total	100.0%	\$468,500

6. Payment and Invoicing Terms

E3 will invoice WPUDA for "time and materials" each month, or on a longer interval at E3's discretion. WPUDA will be responsible for timely payment of invoices to E3.

WPUDA will invoice each Funding Entity according to their agreed to percentage share of the monthly bill from E3 plus all associated state taxes. WPUDA shall separately identify any tax charges in the WPUDA invoices to each Funding Entity. The Funding Entities agree to reimburse WPUDA within 20 calendar days of receiving an invoice.

7. Payment Questions

Any Funding Entity may request the Funding Entity/Steering Committee (as that term is defined in Section 9 of this Agreement) to review an invoice from E3. The Funding Entity must so notify the Funding Entity Steering Committee that review is requested within seven calendar days of receipt of invoice by WPUDA, and if no such notification is given, the invoice will be deemed accepted by the Funding Entity. The portion of an invoice

which is not requested for review shall be promptly paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with the Dispute Resolution provisions of this Agreement within thirty (30 days) of the receipt of a request for review by the Funding Entity Steering Committee. All attorney fees, court costs, or other costs incurred by WPUDA in collection of delinquent accounts shall be paid by the Funding Entity.

8. Standard of Care

WPUDA warrants that its services managing the contract with E3 under this Agreement shall be performed by it in a manner consistent with applicable utility standards for like tasks. WPUDA will use reasonable efforts consistent with such utility standards of conduct to enforce any warranties or guarantees provided by E3 under its agreement with E3. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any deliverable, work product, document or otherwise. Furthermore, except as provided by this paragraph, no guarantee is made as to the efficacy or value of any services performed by WPUDA or by E3 through this Agreement.

If any Funding Entity believes that E3's performance under its contract with WPUDA does not comply with the Scope of Work the issue will be discussed and resolved at the Funding Entity Steering Committee pursuant to Section 9 of this Agreement.

9. Steering Committee/Contract Administration

Each Funding Entity and, if additional to the Funding Entities, each Detailed Study Utility, will appoint one person to sit on a steering committee (the FUNDING ENTITY STEERING COMMITTEE). Each entity appointing a person to the Funding Entity Steering Committee may change its appointee upon notice to WPUDA and the Funding Entity Steering Committee. This committee is separate and distinct from the stakeholder outreach and participation group that is to be sponsored by the Washington State Department of Commerce with the goal of providing interested parties an opportunity to help form and improve this Study.

The Funding Entity Steering Committee will meet **as needed** to address major questions that may arise during the term of this Agreement. Any Funding Entity and any acting Contract Liaison (as that term is defined below) may request WPUDA to call for a meeting of the Funding Entity Steering Committee.

The Scope of Work requires a Contract Liaison to serve as E3's main point of contact with Funding Entities. The Funding Entities identify **Nicolas Garcia (WPUDA)** and **Joelle Hammerstad (SCL)** for that role. If a Contract Liaison notifies WPUDA that they can no longer perform that role, WPUDA will call for a meeting of the Funding Entity Steering Committee to appoint a replacement Contract Liaison.

10. Notices

Except for routine operational communications and invoices which may be delivered personally or transmitted by electronic mail, all notices relating to implementation of this Agreement required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the

parties at the addresses listed in item 9. Any Funding Entity may change its address for receipt of notices by written notice to the other Funding Entities.

11. Indemnification

Funding Entities shall indemnify, defend, and hold harmless WPUA, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs ("claim" or "claims") arising out of WPUA's performance of this Agreement; provided that this provision shall not apply to the extent that a claim results from the negligence of the WPUA, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of a Funding Entity. This indemnification shall survive the termination of this Agreement. If the claim or claims as provided for in this section is caused by or results from the concurrent negligence of the parties or their respective agents or employees, the indemnity provision shall be valid and enforceable only to the extent of the indemnitor's/indemnitee's negligence. Notwithstanding the foregoing, nothing shall require a Funding Entity to pay any amount invoiced by E3 under its agreement with WPUA in excess of its applicable funding percentage set forth above.

12. Industrial Insurance Act.

The indemnification obligations contained herein shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that said indemnifying party may have under the Washington Industrial Insurance Act, Title 51 RCW, and similar worker's compensation, benefit or disability laws. THE PARTIES ACKNOWLEDGE BY THEIR EXECUTION OF THIS AGREEMENT THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES.

13. Insurance

Each Party shall secure and continuously carry in effect, with an insurance company or companies reasonably acceptable to the other, the following insurance policies:

Each Party shall maintain insurance for bodily injury and property damage. Such insurance shall include: provisions or endorsements naming the other parties and their elected officials, officers, agents, and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of each Party, and that any insurance maintained by the Party is excess and not contributory insurance with insurance required hereunder; and provisions or endorsements to include broad form comprehensive liability and blanket contractual liability. Initial limits of liability for all required under this paragraph shall be \$1 Million (\$1,000,000) for each occurrence and \$2 Million (\$2,000,000) general aggregate. Anything in this Agreement notwithstanding, the parties to this Agreement mutually agree to limit the other Party's liability for insurable events arising from the performance under this Agreement to the amount of the insurance proceeds available as provided in this Section.

All insurance policies required hereunder shall contain provisions that such policies shall not be canceled, or their limits of liability reduced without thirty (30) days prior written notice to the other Party. Each Party shall provide the other with a Certificate of Liability Insurance naming the other, and its elected officials, officers, agents, and employees as additional insureds. It is expressly understood and agreed that is the intention hereof to constitute a waiver and release of any and all subrogation rights which a Party may have under any such insurance policies.

Any Funding Entity that is wholly or partially self-insured may satisfy the insurance requirements of this Agreement by providing evidence of such self-insurance funding and, by letter, commit its self-insurance program to the minimum amounts required herein.

14. Public Disclosure

In the event any Funding Entity or Detailed Study Utility receives a request for such disclosure under the Public Records Act, the Funding Entity or Detailed Study Utility, if it determines that no exemption under the Act applies, shall notify all other parties to this Agreement, and withhold disclosure for ten days to provide any of the parties with the opportunity to seek an injunction.

15. Confidential or Proprietary Records Marked

Information provided by a Funding Utility to another Funding Utility or E3 for purposes of this project shall be considered confidential and proprietary, and shall not be used by another Funding Utility for any other purpose without consent of the utility, unless the release of information is in response to a public records request following the process in Section 14 of this Agreement. For avoidance of doubt, the Study report and other work product of E3 prepared in connection with the Study are anticipated to anonymize and otherwise generalize information provided by the Funding Entities; accordingly, the Study report and other work product of E3 need not be treated as the confidential or proprietary information of any Funding Entity, and may be used by the Funding Entities for purposes consistent with the terms of this Agreement.

16. Termination

Any Funding Entity shall have the right to terminate their participation in this Agreement with or without cause at any time during the initial or any extended term of this Agreement by giving thirty days' written notice of the termination to by regular mail to WPUA and to the Funding Entities in accordance with the Notices provision herein. However, termination will not relieve the terminating Funding Entity from its obligation to pay the agreed to "funding percentage" up to their specified "not to exceed" amounts, even if charges from E3 are invoiced after the date of termination. Each Funding Entity's agreed to funding percentages and Not-to-Exceed amounts are listed in Section 2 of this Agreement. Termination will be effective on the 31st day from the date the written notice was sent.

17. Dispute Resolution

In the event of a dispute pertaining to this Agreement, the Parties agree to make commercially reasonable efforts to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to

voluntary non-binding mediation before pursuing other remedies. This provision does not limit the termination rights authorized by this Agreement.

18. Cooperation

Funding Entities will cooperate with WPUDA in reaching decisions, taking actions and drafting and executing documents, as appropriate and necessary, to achieve the objectives of this Agreement. WPUDA's performance may be dependent on the Funding Entities and the Participating Utilities timely and effective cooperation with E3. Accordingly, if a delay by one or more Funding Entity or Participating Utility results in a delay or additional work, the Funding Entity or Utilities responsible for the delay will agree to reasonably adjust deadlines or compensate WPUDA for additional effort up to the Not to Exceed Amount specified above or as provided for in a mutually agreed amendment to this Agreement.

19. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Agreement. Thurston County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement.

Assignment

No Party shall assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement without the written consent of the other Parties.

Force Majeure

WPUDA shall not be responsible for delays or failures (including any delay by WPUDA to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, and severe weather, and acts or omissions of subcontractors or third parties, including E3.

Waiver

A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

Severability and Survival

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement shall survive termination of this Agreement.

License

WPUDA will, and hereby does, grant to each of the other Funding Entities a perpetual, worldwide, unlimited license to use for any purpose the Study, including without limitation, the Study report and any tools related to the Study prepared by E3 (LICENSED MATERIALS). WPUDA represents and warrants that it has, or will have,

sufficient interests in the Licensed Materials to provide the licenses described in this paragraph to the other Funding Entities.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the last date in the signature blocks below, which shall be Effective Date for bonding purposes as applicable.

WPU DA Signature: Name: Date:	Public Utility District No. 1 of Snohomish County Signature: Name: Date:
WRECA Signature: Name: Date:	Seattle City Light Signature: Name: Date:
City of Tacoma Signature: Name: Date:	City of Richland Signature: Name: Date:
Puget Sound Energy Signature: Name: Date:	Avista Signature: Name: Date:
PacifiCorp Signature: Name: Date:	

WA Utilities NEM Evaluation

Proposed Scope and Budget

May 11, 2023

Ari Gold-Parker
Arne Olson

44 Montgomery Street, Suite 1500
San Francisco, CA 94104

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415-722-9708



Energy+Environmental Economics

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1 Overview

E3 is pleased to submit this scope of work to support the Washington PUD Association (WPUDA) and other Washington utilities in evaluating net energy metering (NEM).

1.1 Proposed Tasks

The proposed tasks are:

1. **Engage with diverse stakeholders through a technical advisory committee**
2. **Develop a database of interconnected NEM solar projects**
3. **Calculate representative benefits of customer solar**
4. **Evaluate existing NEM programs**
5. **Review rate design options**
6. **Additional utilities for detailed study**

More detail on these tasks is provided below.

1.2 “Detailed Study Utilities”

Due to the large number of utilities in Washington State, E3 proposes to perform detailed analysis for a set of four “detailed study utilities” and then to leverage this analysis to estimate statewide impacts. The set of utilities should reflect different utility ownership structures as well as geographic locations.

Table 1 provides an illustrative set of detailed study utilities. The final set of utilities for detailed analysis can be updated based on feedback from the utilities.

The project budget provided in this proposal reflects a detailed study of four utilities. Beyond the initial four, additional utilities can be evaluated in detail at an additional cost, as described in the section **Project Budget**.

Table 1: Example set of “detailed study utilities” for in-depth analysis

Utility	Ownership Type	Location (relative to Cascades)
Puget Sound Energy	IOU	West
Tacoma Power	Municipal	West
Kittitas County	PUD	East
Okanogan County	Co-op	East

1.3 Stakeholder management

This study has a wide range of potential stakeholders, including numerous utility stakeholders as well as external stakeholders. The scope of work and budget provided here assume that the utilities and/or other parties could manage a significant portion of the stakeholder engagement for this study. Specifically, this proposal assumes that E3 would **not** be responsible for the following two roles:

- + **Utility point of contact.** This proposal assumes that the utilities would designate a single point of contact who would be responsible for managing data requests, feedback, and other communication among utilities and between E3 and individual utilities. This person (or group) would be responsible for tasks such as:
 - + Following up with utilities on E3 data requests
 - + Organizing meetings among utilities and E3
 - + Collecting utility feedback on draft work products and summarizing feedback for E3
- + **Technical Advisory Committee (TAC) organizer.** This proposal assumes that the utilities would designate a point of contact who would be responsible for organizing the Technical Advisory Committee (TAC). This person or group could be a utility representative or staff from the Washington Department of Commerce or Utilities and Transportation Commission, or from another party. This person (or group) would be responsible for tasks such as:
 - + Recruiting members for the TAC
 - + Scheduling and hosting TAC meetings
 - + Collecting TAC member feedback
 - + Summarizing feedback for E3 and for the final report

More details on E3's anticipated role in the TAC are provided in Task 1 below.

2 Detailed Task Descriptions

2.1 Task 1: Stakeholder engagement and technical advisory committee

Net Energy Metering (NEM) is a complex topic and stakeholders in other jurisdictions have expressed a wide range of perspectives about the potential costs and benefits of NEM. A robust stakeholder process can provide a forum to air diverse viewpoints and help ensure that the cost-benefit study is comprehensive and credible. For Task 1, E3 suggests that the utilities convene a Technical Advisory Committee consisting of representatives from stakeholder groups such as environmental advocates, ratepayer advocates, state agencies or regulatory bodies, rooftop solar developers, large electricity users, advocates for disadvantaged communities, and tribal communities to provide input from a variety of perspectives. The TAC would initially provide feedback on study inputs, proposed methodology, and key metrics. Once draft results were ready, the TAC would provide feedback on study results and contextualization.

Although stakeholders may have interests in certain outcomes, the economic impacts of NEM programs can be evaluated using widely recognized principles of regulatory economics such cost-effectiveness tests from the national standard practice manual.¹ Through the TAC, stakeholders would have the opportunity to provide feedback on inputs, methodology, and even on results. However, the results of the study would be based on data and transparent economic analysis, and stakeholders on the TAC would not be able to alter or block any results of the study.

For this project, E3 proposes that TAC recruitment and organization be taken on by a local party such as a utility or representatives from the WA Department of Commerce and/or Utilities and Transportation Commission. E3 will support the TAC organizers by suggesting agenda items and developing materials for each TAC meeting and will be available to present at these meetings. Finally, the TAC organizers would be responsible for taking notes and summarizing feedback from TAC members for E3 to integrate into our analysis and report.

Task 1 Deliverables:

- + Support TAC organizers with developing agenda and materials for 3 TAC meetings
- + Participation in 3 TAC meetings

2.2 Task 2: Develop database of NEM solar systems

To evaluate the impact of NEM programs in Washington State, key data are needed on existing NEM solar systems. In Task 2, E3 would work with the detailed study utilities to develop a WA NEM Systems Database with key data regarding each customer solar system interconnected under the NEM program.

¹ <https://www.nationalenergyscreeningproject.org/national-standard-practice-manual/>

A potential model for this database exists in California. The California Public Utilities Commission works with the three large Investor-Owned Utilities (IOUs) and other stakeholders to maintain a database called CA DG Stats (“California Distributed Generation Statistics”). CA DG Stats is best known for its online dashboard, as shown in [Figure 1](#). However, CA DG Stats also includes downloadable data files that include detailed information about every interconnected NEM project in the IOU service territories.

The CA DG Stats raw data files were instrumental in developing the “NEM 2.0 Lookback Study,” an evaluation of California’s NEM 2.0 study performed by Verdant Associates and E3 for the California PUC.² Similar data would be valuable to perform a NEM evaluation in Washington State.

Figure 1: Example of the CA DG Stats dashboard ³

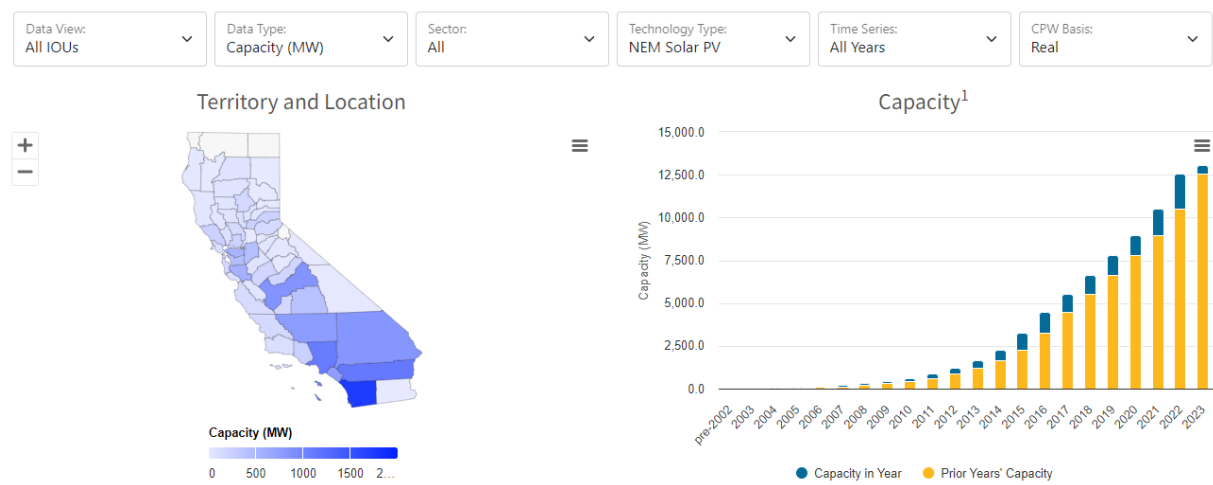


Table 2 provides an overview of example data that could be included in the WA NEM Systems Database.

² https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/net-energy-metering-nem/nem-evaluation/nem-2_lookback_study.pdf

³ <https://www.californiadgstats.ca.gov/charts/>

Table 2: Key data for the WA NEM Systems Database (characteristics per system) – provided for the detailed study utilities

Minimum data per system
• Unique ID (e.g., interconnection application ID) • Utility • Solar system size (kW-AC) • Interconnection year • Customer class
Additional data per system (if available)
• Leased or owned system • If leased: \$/month cost, escalation rate, and term of lease • If owned: solar system cost before tax credits (\$ or \$/kW-AC) • Paired battery kWh • Paired battery cost (\$ or \$/kWh) • Zip code • City • Rate schedule • Low-income program enrollment (LIHEAP, payment programs, etc.) • Customer premise information (own vs. rent, single- vs. multi-family vs. non-residential, etc).
Additional confidential data per system (if available)
• Pre-interconnection annual load (kWh/year) • Post-interconnection annual load (net kWh/year)

To develop statewide results, data would also be needed from the other utilities in Washington State. However, this data could be much less granular for utilities who are not among the detailed study utilities. Specifically, the remaining utilities could simply provide the total interconnected NEM solar capacity (MW AC) as a single number.

Task 2 Deliverables:

- + Data request to detailed study utilities to support WA NEM Systems Database
- + Simple data request to other utilities
- + WA NEM Systems Database (spreadsheet format)
- + Summary charts and figures

2.3 Task 3: Evaluate representative benefits

In Task 3, E3 will work with the detailed study utilities and the TAC to evaluate the benefits associated with rooftop solar systems. These include cost savings to electric utilities that are passed on to electricity customers. These “avoided costs” represent the system value of marginal load reduction or customer

generation. These avoided costs would be forward-looking, reflecting the period from 2023-2045. This forecast of marginal costs is important to accurately reflect the value over time of incremental customer solar to the electric system.

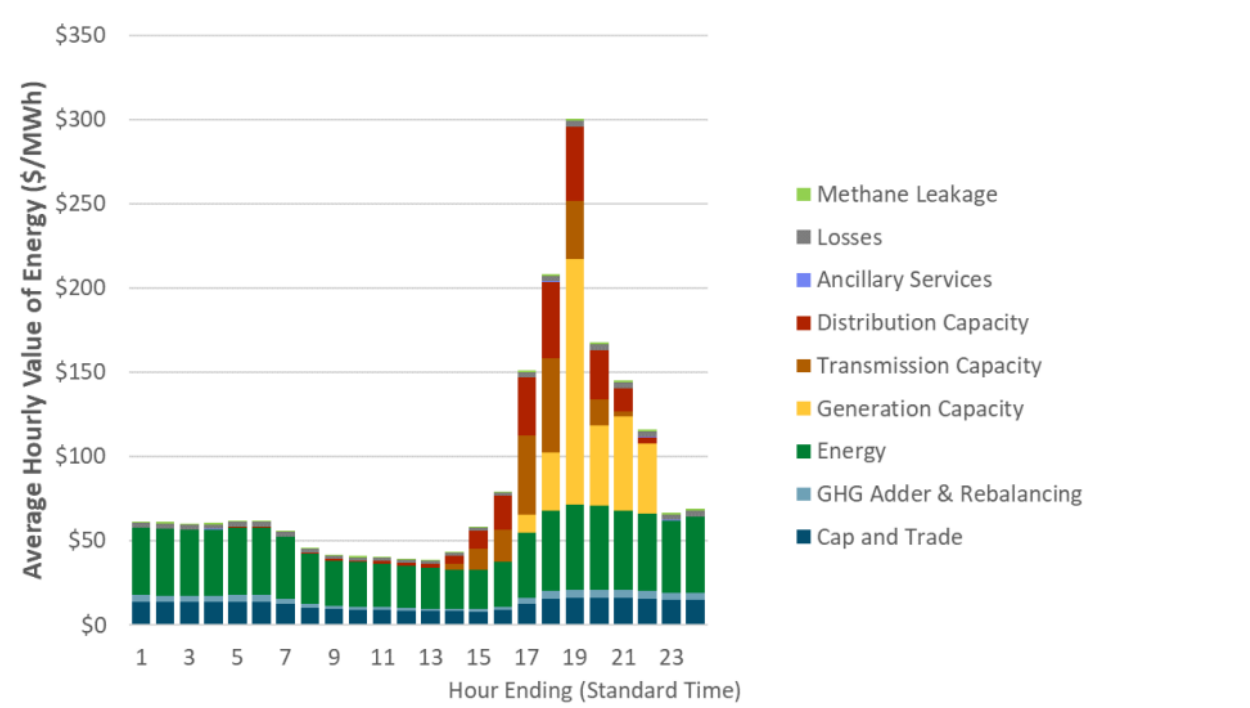
These marginal costs would be developed for all 8760 hours of the year. Alternatively, a representative solar profile could be used to generate a single annual \$/MWh “solar avoided cost” per year. However, this simplified approach would not enable modeling the system benefits of customer solar+storage, which would provide power in different hours than standalone solar.

Other benefits include reduced CO₂ emissions and emissions of harmful air pollutants such as NO_x and SO_x, reduced water consumption, land-use benefits, resilience, and others. These benefits may accrue to others besides utility ratepayers. As a result, E3 will consider different “perspectives” commonly utilized in utility customer program evaluation:

- + Ratepayer Perspective:** this perspective captures all benefits that accrue to electricity consumers.
- + Societal Perspective:** this perspective captures all benefits that accrue to society at large.
- + Solar Adopter Perspective:** this perspective captures all benefits that accrue directly to the customer that adopts NEM solar.

An example of marginal costs that E3 has quantified for the California Public Utilities Commission (CPUC) is shown in [Figure 2](#). This figure shows the hourly average over all days of the year and is broken down by avoided cost components.

Figure 2: Average hourly avoided costs from the CPUC Avoided Cost Calculator



Marginal costs would include the following components:

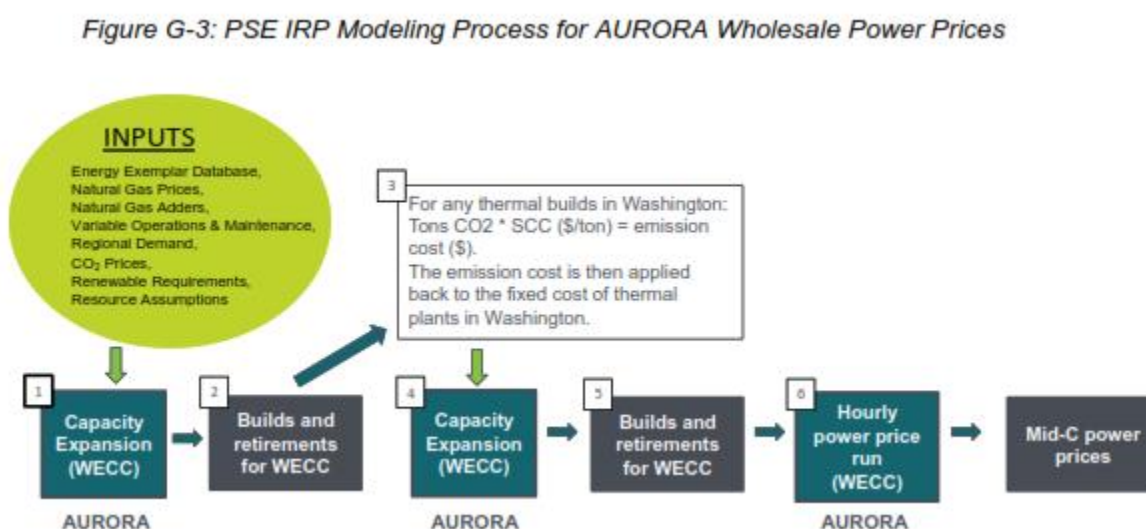
2.3.1 Energy avoided costs

Energy is likely to be the most significant utility avoided cost component for customer solar. At any given time, the energy component of solar value is equal to wholesale energy prices the utility would see for buying or selling electricity, adjusted for line losses.

E3 proposes to work with the utilities to develop energy price forecasts for the Mid-Columbia (“Mid-C”) trading hub. These forecasts should reflect changes over time in fossil generation, renewable resources, energy storage, and distributed energy resources as well as key changes in state policy and in technology costs and characteristics over time.

As an example approach, Puget Sound Energy’s 2021 IRP report describes using the AURORA model to forecast wholesale power prices at Mid-C.

Figure 3: PSE IRP Modeling Process for AURORA Wholesale Power Prices.⁴



Ultimately, hourly forecasts may be simplified into either 12x24 month-hour averages or even a single annual \$/kWh solar-weighted energy avoided cost. Annual forecasts should be developed through the year 2045.

2.3.2 Generation capacity avoided costs

E3 proposes to develop generation capacity avoided costs based on a non-emitting proxy resource, such as a hydrogen- or biofuel-powered combustion turbine. The proxy resource will be determined through consultation with utilities and a review of recent studies for the Pacific Northwest. Although lithium-ion batteries are commonly used as the proxy resource for generation capacity in other jurisdictions, that

⁴ Page G-6, figure G-3. https://www.pse.com/-/media/PDFs/IRP/2021/appendix/18-IRP21_AppG_033021.pdf?modified=20220307202830

approach is not recommended in the Northwest where the system is long on reservoir storage, leading to low capacity value for additional battery storage.⁵

E3 will also work with utilities to forecast the approximate hours of generation capacity need. This could leverage work from utility planning, from the Western Power Pool, and/or from the Northwest Power and Conservation Council.

2.3.3 Transmission capacity avoided costs

E3 proposes to use transmission marginal cost studies from the utilities or the Bonneville Power Administration where available, or to estimate transmission marginal costs based on other utilities' studies. In addition, E3 would develop a Peak Load Allocation Factor (PCAF) approach using load or temperature to allocate these costs over the 8760 hours of the year. This is necessary to ensure proper crediting of demand side resources that are available during the hours with highest transmission utilization.

2.3.4 Distribution capacity avoided costs

E3 would work with utilities to develop distribution capacity avoided costs. E3 has experience calculating near-term distribution costs based on opportunities for distribution deferral, yielding near-term distribution avoided costs in the range of \$4 - \$15/kW-yr, whereas long-term distribution costs developed from general rate case data range from \$20 - \$206/kW-yr. Finally, as with Transmission Capacity, E3 would develop PCAFs to allocate these costs over the 8760 hours of the year to ensure proper crediting of demand side resources that are available during the hours with highest distribution utilization.

2.3.5 GHG avoided costs

Under Washington's Clean Energy Transition Act, electric ratepayers benefit from clean energy investments through reduced need to acquire carbon allowances. GHG avoided costs would be developed using marginal grid emissions rates associated with the energy avoided cost forecasts. These emissions rates would be adjusted to reflect system rebalancing under CETA's 2030 carbon neutral electricity standard. Rebalancing is meant to reflect that, if marginally less customer solar were installed, replacement resources would need to be partially or fully zero-carbon due to the clean energy standard. GHG avoided costs would be capped at the non-compliance costs under CETA.

2.3.6 Other benefit categories

As discussed above, customer solar has additional benefits that do not accrue directly to electric ratepayers or are not reflected in the above categories. Through consultation with utilities and the TAC, E3 proposes to develop a list of potential benefits of solar to evaluate as well as the corresponding

⁵ See, e.g., PSE IRP "Resource Adequacy Analysis," Figure 7-19. https://www.pse.com/-/media/PDFs/IRP/2021/chapters/07IRP21_Ch7_032921.pdf?modified=20220307201457

beneficiaries. These benefits may fall into different categories based on who receives the benefits.

For example, in prior work for the Sacramento Municipal Utility District (SMUD), E3 worked with SMUD and with a Technical Working Group (TWG) to develop a list of 24 benefits from customer solar. **Figure 4** lists each benefit identified by the SMUD study TWG, categorizes each benefit into an E3-proposed category, and describes which items benefit utility ratepayers, society at large, and/or solar customers.

Figure 4: Components of customer solar value recommended by the Technical Working Group from the SMUD Value of Solar study.⁶

Category	ID ¹⁰	TWG Value Description (abbreviated)	E3 Value Component(s)	Ratepayer	Societal	Solar Customer
Energy	1	Avoided energy, including GHG / RPS requirements	Energy, GHG, Ancillary Services	✓	✓	
	2	Integration costs	Integration	✓	✓	
	3	Higher marginal cost of emissions (intermittency)	Qualitative	✓	✓	
Generation Capacity	4	Resource adequacy	Generation Capacity	✓	✓	
	5	Resource flexibility (increased need for flexibility)	Integration	✓	✓	
Financial Risk	6	Fuel price risk reduction	Fuel Price Risk	✓	✓	
	7	Increases in energy price volatility	Energy Price Volatility	✓	✓	
	8	Sunk cost of Emission Reduction Credits	Qualitative			
Variable Operating	9	Decreased thermal operations	Energy	✓	✓	
	10	Increased standby costs	Integration	✓	✓	
Criteria Emissions	11	Criteria emissions reductions	Criteria Pollutants		✓	
Carbon Emissions	12	Carbon reductions beyond SMUD compliance requirements	Carbon Emission Reductions		✓	
Land & Water Use	13	Reduced land and water usage	Land use; water use		✓	
Equity	14	Reduced energy burden for low income customers	Qualitative		✓	✓
Resilience	15	Customer ability to meet critical needs	Resilience			✓
Reliability	16	Restoring service or preventing outages in an emergency	Reliability	✓	✓	
Emotional / Political	17	Engaging customers through NEM, changing their relationship w/ energy	Qualitative		✓	✓
Local Economy	18	Jobs and local economic growth resulting from rooftop solar	Qualitative		✓	
Transmission	19	Transmission capacity	Transmission Capacity	✓	✓	
	20	Transmission line losses	Line Losses	✓	✓	
Distribution	21	Distribution capacity	Distribution Capacity	✓	✓	
	22	Distribution line losses	Line Losses	✓	✓	
	23	Grid modernization	Qualitative	✓	✓	
	24	Voltage / power quality	Voltage / power quality	✓	✓	

⁶ <https://www.smud.org/-/media/Documents/Rate-Information/2022-2023-Rate-Action/VOSstudy.ashx>, see p10

In this study, E3 proposes to work with WA utilities and with the TAC to develop a list of solar benefits and to categorize the group(s) that would benefit from each one. Where possible, E3 will then work to estimate the monetary value of each benefit for inclusion in the relevant cost tests.

Task 3 Deliverables:

- + Data request to utilities
- + Working session(s) with utilities
- + Utility avoided costs (spreadsheet format)
- + Analysis of additional benefits suggested by TAC
- + Summary charts and figures

2.4 Task 4: Evaluate existing NEM programs

In Task 4, E3 proposes to evaluate existing NEM programs. To support this evaluation, E3 will develop a Microsoft Excel-based NEM Evaluation Model.

2.4.1 Input data

The primary inputs into this model will be data from the NEM systems database (Task 2) and calculated solar benefits (Task 3). Other key inputs to the model include:

- + **Utility retail rates** based on public tariffs, which will vary by utility
- + **Retail rate escalation** based on simple assumptions to be reviewed with the TAC
- + **Solar generation capacity factors and profiles** based on NREL's PVWatts calculator⁷ or similar tools, which will vary by geographic region

2.4.2 Result metrics

The NEM Evaluation Model will develop a number of result metrics to illustrate the impacts of NEM programs on participants, non-participating ratepayers, and the full class of utility ratepayers. These metrics will include a set of standardized cost-effectiveness metrics from the Standard Practice Manual (SPM) as well as other metrics that describe participant and non-participant impacts in more plain terms. E3 proposes to include four SPM cost-effectiveness tests that reflect four different perspectives: participants (*i.e.*, customer solar adopters), non-participating ratepayers, all utility ratepayers, and society at large:

- + **Participant Cost Test (PCT)**
- + **Ratepayer Impact Measure (RIM)**
- + **Total Resource Cost test (TRC)**
- + **Societal Cost Test (SCT)**

⁷ <https://pvwatts.nrel.gov/pvwatts.php>

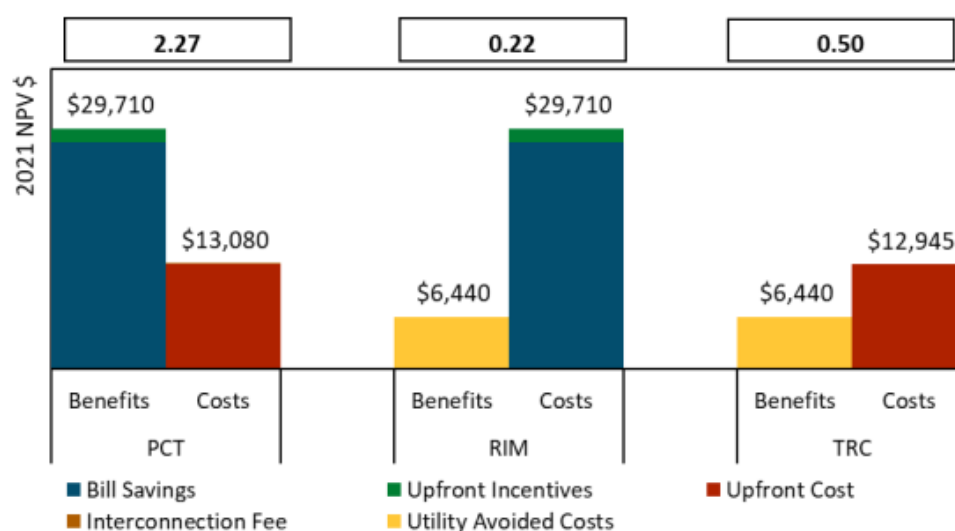
These cost tests describe lifecycle benefit-cost ratios calculated over the lifetime of a customer solar system. **Table 3** describes the benefits and costs that would factor into these cost tests.

Table 3: Four proposed cost-effectiveness tests based on the Standard Practice Manual

Participant Cost Test (PCT)		Ratepayer Impact Measure (RIM)	
Benefits	Costs	Benefits	Costs
• Bill savings • Incentives • Other private benefits	• Upfront Cost • Interconnection fee	• Utility avoided costs • Other ratepayer benefits	• Reduced utility revenues • Ratepayer-funded incentives
Total Resource Cost test (TRC)		Societal Cost Test (SCT)	
Benefits	Costs	Benefits	Costs
• Utility avoided costs • State and federal incentives • Other private benefits • Other ratepayer benefits	• Upfront costs	• Utility avoided costs • Other private benefits • Other ratepayer benefits • Other societal benefits	• Upfront costs, net of federal incentives

Figure 5 provides a recent E3 calculation of three cost-effectiveness tests for a customer solar system under California's NEM 2.0 tariff.

Figure 5: SPM cost tests calculated by E3 for a customer solar system under California's NEM 2.0 tariff. Numbers at top are benefit-cost ratios.⁸



⁸ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/zipped-files/2021-06-15-party-proposal-cost-effectiveness.zip>

In addition to the lifecycle cost-effectiveness tests, E3 proposes to develop other metrics that provide more intuitive metrics focused on participating and non-participating ratepayers. Proposed participant metrics include:

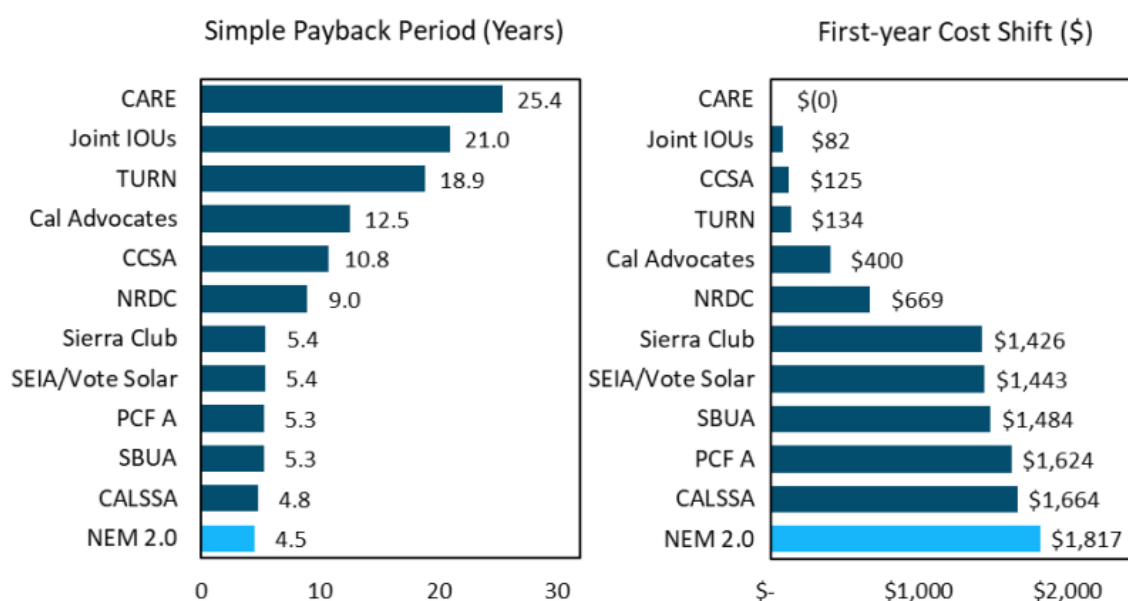
- + **Average solar compensation (c/kWh)** – Average customer bill savings for customer solar generation
- + **Simple payback period (years)** – Conservative; no rate escalation assumed
- + **Payback period (years)** – Assumes rate escalation

Proposed non-participant metrics include:

- + **Average solar avoided cost (c/kWh)** – Average system value of customer solar generation
- + **First-year cost shift (\$/year)** – Difference between bill savings and avoided costs in first year of solar system operation, for an average customer solar system
- + **Lifetime cost shift (\$)** – Simple sum over system lifetime, for an average customer solar system

In the CPUC's Net Energy Metering Revisit proceeding, stakeholders found these metrics useful as they are easy to understand and easy to communicate. In that proceeding, E3 calculated some of these metrics for successor tariff options proposed by different stakeholders, as shown in [Figure 6](#).

Figure 6: Example metrics calculated by E3 in the CPUC NEM Revisit proceeding⁹



E3 proposes to calculate these metrics for each of the detailed study utilities. In addition, E3 will estimate how these metrics look on average for new solar systems installed in the state.

⁹ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/zipped-files/2021-06-15-party-proposal-cost-effectiveness.zip>

2.4.3 Cost shift forecast

Assuming that NEM programs remain in place, E3 will develop two solar adoption forecasts and review them with the TAC. The two forecasts would be based on the following assumptions:

- + Assume that NEM capacity caps stay in place
- + Assume that NEM capacity caps are lifted

For each of these forecasts, E3 would estimate the total annual NEM cost shift (\$/year) accounting for all interconnected NEM systems, as well as the total cumulative cost shift over time.

Task 4 Deliverables:

- + Microsoft Excel-based NEM Evaluation model
- + Summary charts and figures describing the above metrics

2.5 Task 5: Review tariff options for customer generation

In Task 5, E3 would provide a brief qualitative review of tariff options for customer generation that are being considered in other US jurisdictions. Broadly speaking, there are two different types of rate reform that can be used to reduce cost shifting associated with customer solar:

1. New tariffs for customer-generators. This option is most commonly thought of as “NEM Reform.” Examples of new tariffs for customer-generators include New York’s Value of DER (VDER),¹⁰ California’s Net Billing Tariff (NBT)¹¹, and Hawaii’s Customer Grid Supply Plus.¹²

2. Cost-aligned default tariffs. While not commonly thought of as “NEM Reform,” an alternative approach to reducing cost shifts from customer solar is to develop default residential tariffs with volumetric rates that are aligned with marginal costs. Under such a tariff, customer solar under NEM would be compensated at a rate that is aligned with the system value it provides. For example, California is developing rates with volumetric pricing that is more aligned with marginal costs in a new proceeding on Advanced Rate Design for Demand Flexibility.¹³

Task 5 Deliverables:

- + Memo for TAC to review
- + Section of final report

¹⁰ <https://www.nyserda.ny.gov/All-Programs/NY-Sun/Contractors/Value-of-Distributed-Energy-Resources>

¹¹ <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/demand-side-management/net-energy-metering>

¹² <https://www.hawaiianelectric.com/products-and-services/customer-renewable-programs/rooftop-solar/net-energy-metering-plus/customer-grid-supply-plus>

¹³ <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/demand-flexibility-rulemaking>

2.6 Task 6: Final report

In this task, E3 will develop a public-facing report detailing the methodology and results of the study. The report will also detail the stakeholder engagement from this study and key feedback provided by the TAC. The intended audience for the report will be policymakers and regulators who may be familiar with existing NEM programs but are not experts in energy systems.

Utilities and the TAC will have an opportunity to review a draft report and provide feedback.

Task 6 Deliverables:

- + Draft report for TAC to review
- + Final report
- + Public presentation on final report (webinar or in-person)

2.7 Task 7: Additional utilities for detailed study

At the client's request, additional utilities may be included for detailed study. Task 6 reflects the additional scope and budget associated with increasing the list of detailed study utilities beyond the four utilities in this proposal.

3 Project Budget

Table 4 describes the proposed project budget. E3 proposes to complete tasks 1-6 on a time and materials basis, not to exceed **\$444,300**. In addition, E3 offers to evaluate additional utilities as “Detailed Study Utilities” at the client’s request. The corresponding budget is reflected in Task 7, which would add **\$40,000 per additional utility** to the total project budget. Due to time constraints, requests to include additional utilities must be received by July 1, 2023. Requests received after that date may not be possible to include in the modeling.

Table 4: Proposed project budget

Tasks 1-5 (Time and Materials)	Proposed Budget
Task 1: Technical Advisory Committee	\$ 47,675
Task 2: NEM Systems Database	\$ 87,950
Task 3: Evaluate Solar Benefits	\$ 140,350
Task 4: NEM Evaluation	\$ 93,000
Task 5: Review Tariff Options	\$ 9,325
Task 6: Final Report	\$ 66,000
Subtotal Tasks 1-6	\$ 444,300
Task 7 (Time and Materials)	Proposed Budget
Task 7: Additional Utilities	\$ 40,000 per additional utility
Subtotal Tasks 1-7	\$ 444,300 + \$40,000 per additional utility
Travel Expenses (Time and Materials)	Proposed Budget
Travel Expenses (at client’s request)	\$ 10,000 (estimated 4x trips for two E3 staff)

All project labor on these tasks will be billed by staff title using E3’s standard hourly rates as provided in **Table 5**. These rates are valid for one year from contract execution. **Table 6** provides a detailed estimate of staff hours and budget by task for tasks 1-5.

Table 5: E3 Hourly Rates as of April 1, 2023.

Title	Rate (\$/hr)
Founding Partner	\$750
Managing Partner	\$625
Senior Partner	\$625
Partner	\$575
Senior Director	\$525
Director	\$505
Associate Director	\$475
Senior Managing Consultant	\$440
Managing Consultant	\$405
Senior Consultant	\$360
Consultant	\$295
Associate	\$260
Analyst	\$200

Table 6: Detailed project budget estimate by task. Tasks 1-6.

Staff	Title	Rate	Hours						
			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total
		\$/hour	TAC Support	NEM Proj. Database	Solar Benefits	NEM Evaluation	Tariff Options	Report	
Arne Olson	Senior Partner	\$ 625	10	5	10	10	5	15	55
Eric Cutter	Partner	\$ 575	5		10			5	20
Ari Gold-Parker	Associate Director	\$ 475	10	5	10	10	5	10	50
Christa Heavey	Associate Director	\$ 475	20	10	20	20		10	80
Lindsay Bertrand	Managing Consultant	\$ 405	20	20	100	40		40	220
Sierra Spencer	Managing Consultant	\$ 405	40	80	20	60	5	20	225
Andrew Solfest	Senior Consultant	\$ 360			100			20	120
Paul Picciano	Senior Consultant	\$ 360		60		60	5	20	145
TBD	Consultant	\$ 295			100			10	110
TBD	Associate	\$ 260		60		40		10	110

Total Hours by Task	105	240	370	240	20	160	1,135
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Staff	Title	Rate	Budget						
			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total
		\$/hour	TAC Support	NEM Proj. Database	Solar Benefits	NEM Evaluation	Tariff Options	Report	
Arne Olson	Senior Partner	\$ 625	\$ 6,250	\$ 3,125	\$ 6,250	\$ 6,250	\$ 3,125	\$ 9,375	\$ 34,375
Eric Cutter	Partner	\$ 575	\$ 2,875	\$ -	\$ 5,750	\$ -	\$ -	\$ 2,875	\$ 11,500
Ari Gold-Parker	Associate Director	\$ 475	\$ 4,750	\$ 2,375	\$ 4,750	\$ 4,750	\$ 2,375	\$ 4,750	\$ 23,750
Christa Heavey	Associate Director	\$ 475	\$ 9,500	\$ 4,750	\$ 9,500	\$ 9,500	\$ -	\$ 4,750	\$ 38,000
Lindsay Bertrand	Managing Consultant	\$ 405	\$ 8,100	\$ 8,100	\$ 40,500	\$ 16,200	\$ -	\$ 16,200	\$ 89,100
Sierra Spencer	Managing Consultant	\$ 405	\$ 16,200	\$ 32,400	\$ 8,100	\$ 24,300	\$ 2,025	\$ 8,100	\$ 91,125
Andrew Solfest	Senior Consultant	\$ 360	\$ -	\$ -	\$ 36,000	\$ -	\$ -	\$ 7,200	\$ 43,200
Paul Picciano	Senior Consultant	\$ 360	\$ -	\$ 21,600	\$ -	\$ 21,600	\$ 1,800	\$ 7,200	\$ 52,200
TBD	Consultant	\$ 295	\$ -	\$ -	\$ 29,500	\$ -	\$ -	\$ 2,950	\$ 32,450
TBD	Associate	\$ 260	\$ -	\$ 15,600	\$ -	\$ 10,400	\$ -	\$ 2,600	\$ 28,600

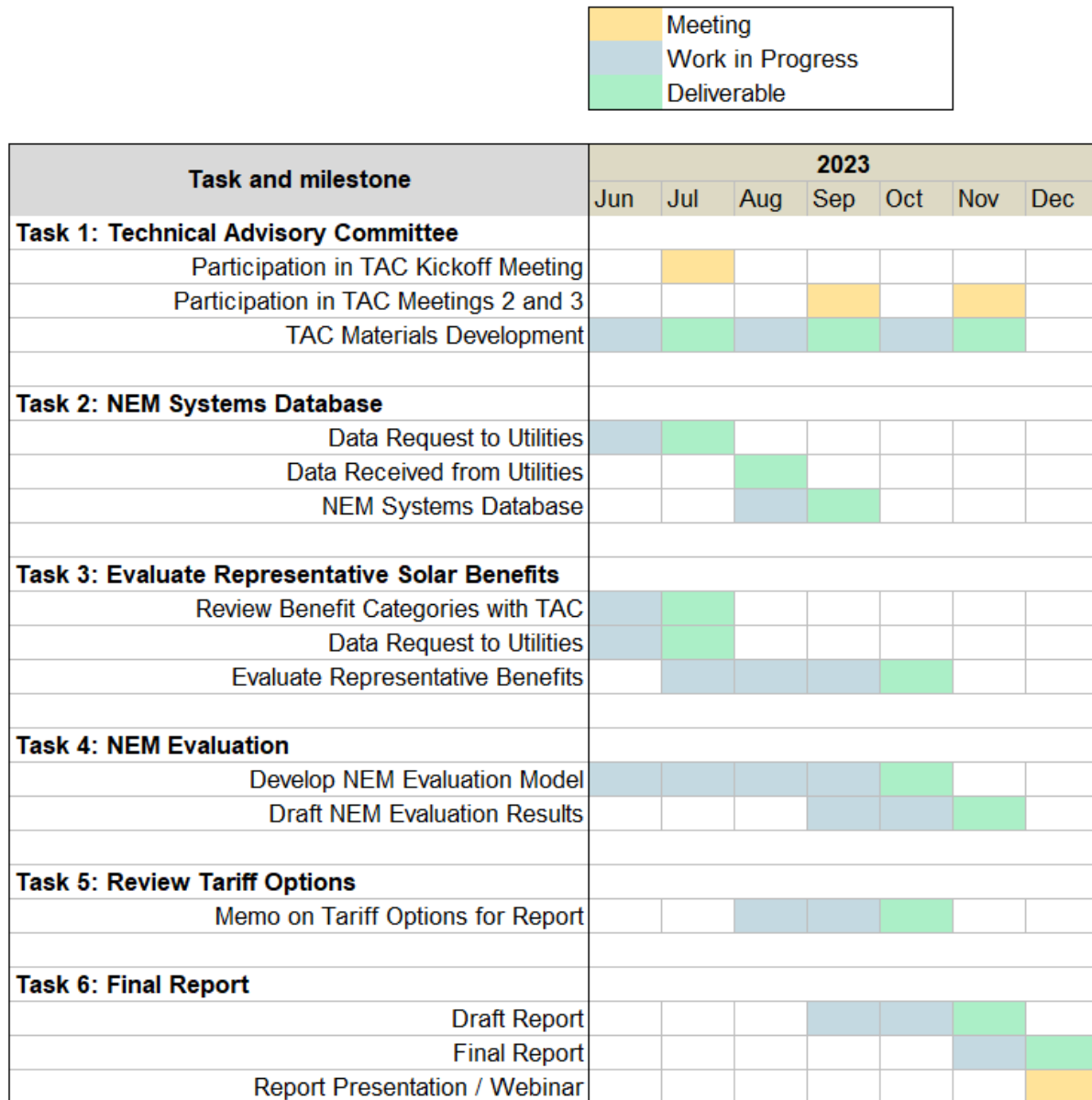
Total Budget by Task	\$ 47,675	\$ 87,950	\$ 140,350	\$ 93,000	\$ 9,325	\$ 66,000	\$ 444,300
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Finally, E3 is available to travel for key project events and milestones, such as TAC meetings and a presentation of the final report. Any travel would be initiated at the request of the client. Travel-related expenses would be incremental to project labor described above. **Table 4** includes an illustrative travel budget for four two-night visits to Washington State for two E3 staff members.

4 Project Schedule

Figure 7 provides a proposed schedule for project meetings and deliverables.

Figure 7: Proposed project schedule



5 Project Team

5.1 Project Team

E3 has assembled a project team with experience in DER evaluation, avoided costs, and rate design. Other E3 staff members may also provide project support as needed. E3's project management style gives teams the freedom to create great products while also drawing on the support of the entire resource pool at E3, including our most senior experts. **Figure 8** shows E3's proposed project team, with team member bios provided in the following section.

Figure 8: E3 project team

Project Leadership



Christa Heavey
Project Lead



Lindsay Bertrand
Project Manager,
Avoided Costs Lead

Project Advisors



Arne Olson
Senior Partner



Eric Cutter
Partner



Ari Gold-Parker
Associate Director

Analysis Team



Sierra Spencer
NEM Evaluation Lead



Paul Picciano
NEM Evaluation Support



Andrew Solfest
Avoided Costs Support

5.2 Team Member Bios



Arne Olson, Senior Partner Mr. Olson leads E3's resource planning practice. Since joining E3 in 2002, he has led numerous analyses of how renewable energy and greenhouse gas policy goals could impact system operations, transmission, and energy markets. In 2013, he led the technical analysis and drafting of the landmark report *Investigating a Higher Renewable Portfolio Standard for California*, prepared for the five largest utilities in California. Since that time, he has overseen numerous studies of deeply decarbonized and highly renewable power systems in California, Hawaii, the Pacific Northwest, the Desert Southwest, New York,

South Africa, and many other regions. Mr. Olson's clients have included most of the major utilities and market participants in the West, including the California Independent System Operator, Pacific Gas & Electric, Southern California Edison, Puget Sound Energy, PacifiCorp, Arizona Public Service, Sacramento Municipal Utilities District, Los Angeles Department of Water and Power, the Bonneville Power Administration, Calpine, NextEra, NRG, TransAlta and many others. He also works extensively with government agencies and industry organizations such as the California Public Utilities Commission, California Energy Commission, Oregon Public Utilities Commission, the Western Electric Coordinating Council, and the Western Interstate Energy Board. Mr. Olson earned an M.S. in International Energy Management and Policy from the University of Pennsylvania and the Institut Français du Pétrole, and bachelor's degrees in Statistics and Mathematical Sciences from the University of Washington.



Eric Cutter, Partner Mr. Cutter leads E3's practice area enabling distributed resources and electric vehicles to serve as valuable resources for the electric grid. He manages E3's team working on vehicle grid integration with utilities, regulators, automakers and electric vehicle service providers to develop strategic roadmaps, perform cost-benefit analysis and develop business strategies. Building on decades of experience in distributed resources, Mr. Cutter is also leading work on valuation of energy storage and flexible loads, with an emphasis on distribution planning. Prior to joining E3, he worked as an independent

consultant in water resources for seven years, and at PG&E for ten years. Mr. Cutter graduated with an M.B.A. and M.S. in Energy and Resources from U.C. Berkeley, and bachelor's degrees in Economics and German from Tufts University.



Dr. Ari Gold-Parker, Associate Director Dr. Gold-Parker joined E3 in 2018 after completing his Ph.D. in Chemistry from Stanford University, where his doctoral research explored next-generation materials for solar cells. At E3, Dr. Gold-Parker supports E3's Climate Pathways and Distributed Energy Resources practice areas, where he works with policymakers, regulators, utilities, and businesses to understand how our electricity and natural gas systems will transform under deep decarbonization. His work focuses on building and vehicle electrification, utility cost recovery and rate design, and energy affordability. He has also

enhanced E3's modeling capabilities by developing new tools for understanding the impacts of building

electrification on peak electric loads and on natural gas revenue requirements and rates. Prior to completing his Ph.D. at Stanford, Dr. Gold-Parker earned a B.A. in Chemistry and Physics from Harvard University.



Christa Heavey, Associate Director Ms. Heavey's work focuses on the integration of distributed energy resources into the grid to support a clean energy future. Since joining E3 in 2019, Ms. Heavey has led work on transportation electrification for utilities, state agencies, and automakers to develop new programs, evaluate the impacts of electric vehicles on the grid, and determine the potential value of vehicle-grid integration. Ms. Heavey has also worked on utility rate design, regulatory filings, distributed solar, building electrification, and grid modernization. Ms. Heavey joined E3 from Pacific Gas & Electric Company, where she led

regulatory and strategy work related to California's Low Carbon Fuel Standard, as well as data analytics on customer EV charging behaviors. She also completed clean energy fellowships at Natural Resources Defense Council and Union of Concerned Scientists. Ms. Heavey holds an M.S. in Civil and Environmental Engineering (Atmosphere/Energy) from Stanford University and a B.A. in Mathematics-Physics from Whitman College.



Lindsay Bertrand, Managing Consultant Ms. Bertrand, an experienced energy consultant with previous experience in energy efficiency consulting, renewable energy research, and engineering, joined E3 in 2022 and supports the DER group. Prior to E3, she was a consultant on the engineering team at Navigant Consulting (now Guidehouse), where she focused on energy efficiency program research, potential estimation, and evaluation activities for electric and gas utilities. Before working at Navigant, she was involved in building energy performance analyses at HOK, distributed photovoltaic research at Rocky Mountain Institute, and

tidal powder feasibility studies at the National Renewable Energy Laboratory. Ms. Bertrand holds an M.S. degree in Civil and Environmental Engineering from Stanford University and a B.S. degree in Environmental Engineering from the University of Colorado at Boulder.



Sierra Spencer, Managing Consultant Ms. Spencer joined E3 in 2019 after completing her Master of Science in civil and environmental engineering from University of California, Berkeley. Her work focuses on analyzing opportunities to leverage distributed energy resources to reduce the environmental impacts of energy use and supporting clients' transportation electrification and renewables integration efforts. Prior to joining E3, Ms. Spencer conducted research on managed charging for electric vehicles and utilizing biofuels for central heating. In addition to her master's degree, Ms. Spencer received a B.S. in engineering and B.A.

in environmental studies from Swarthmore College, where she was awarded a Presidential Sustainability Research Fellowship.



Andrew Solfest, Senior Consultant Andrew Solfest joined E3 in 2022 and supports E3's work in distributed energy resources and electrification. Andrew previously worked with Xcel Energy's energy efficiency and renewables team, administering Midwest community solar programs, coordinating project development, and helping institutional and residential customers achieve their clean energy goals. Prior to joining E3, Andrew completed an M.P.A. in Environmental Science and Policy at Columbia University, where he researched decarbonization pathways for the United States and developing nations.



Paul Picciano, Senior Consultant Mr. Picciano joined E3 in 2022 and primarily works in E3's resource planning group, where he evaluates clean electricity pathways for clients at the state, city, and utility levels. Mr. Picciano joined E3 after earning his master's degree from MIT's Technology and Policy Program where he utilized energy and air pollution models to evaluate air quality-related health and equity impacts of U.S. decarbonization policy. Prior to MIT, he worked for three years at Resources for the Future, where he developed and applied power sector models to analyze policies related to carbon pricing and clean energy standards at federal and state levels and engaged with decision makers and stakeholders to communicate their effects and advise policy development. Before that, he evaluated energy and environmental regulations at NERA Economic Consulting, and researched wind and solar energy integration at the National Oceanic and Atmospheric Administration. In addition to his M.S., Mr. Picciano earned a B.A. in Environmental Economics from Pomona College.

6 Relevant E3 Work

This section describes E3 work in relevant subject areas.

6.1 Value of Solar (and Storage)

Oregon Value of Solar (2016 – 2019). E3 was retained by Oregon Public Utilities Commission (PUC) staff to develop a methodology for calculating the Resource Value of Solar (RVOS) for Oregon’s three investor-owned utilities. E3 provided expert testimony and produced a computer model for calculating RVOS on an area-and-time specific basis to calculate the value components of solar including energy, generation capacity, deferral of transmission and distribution investments, avoided Renewable Portfolio Standard compliance costs, avoided carbon emissions costs, real power losses, and avoided ancillary services costs. The Oregon PUC formally adopted E3’s proposed methodology in January 2019 and ordered the utilities to use it to calculate RVOS values for their service areas in 2019. Expert testimony of Arne Olson is available at: <http://edocs.puc.state.or.us/efdocs/HTB/um1716htb101623.pdf>

SMUD Value of Solar and Solar+Storage Study (2020). Sacramento Municipal Utility District (SMUD) selected E3 in 2020 to prepare a study of the value of customer solar and solar plus storage facilities in scenarios that are consistent with SMUD’s long-term carbon goals. E3 subsequently worked with SMUD to quantify the impacts of a variety of rate design options on the economics of customer solar adoption as well as their ability to ameliorate the cost shifting associated with SMUD’s existing Net Energy Metering program. The study is available here: <https://www.smud.org/-/media/Documents/Rate-Information/2022-2023-Rate-Action/VOSstudy.ashx>

California Public Utilities Commission, Net Energy Metering Revisit Rulemaking Technical Support (2020-present). E3 supported the California Public Utilities Commission (CPUC) in the development of the Net Billing Tariff, the successor to the Net Energy Metering 2.0 (NEM) tariff. Pursuant to CA Assembly Bill 327 (2013, Perea), the successor tariff must balance the objectives of maintaining the growth of distributed generation and ensuring that the benefits to NEM participants are not outweighed by the costs to nonparticipants. In this proceeding, E3 worked with Verdant Associates to develop [the NEM 2.0 Lookback Study](#), which evaluated the impacts of the existing “NEM 2.0” tariff on participants and nonparticipants. Next, E3 developed a [White Paper on Successor Tariff Options](#) for the proceeding. After parties submitted their own proposals for tariff designs, E3 developed an Excel model to estimate the impact of these tariffs of participant and nonparticipants and summarized the results in a [report on Party Proposal Cost-effectiveness](#). E3 has also provided technical modeling for the Commission’s December 2021 proposed decision and the November 2022 proposed decision. The 2022 proposed decision was adopted by the Commission as [D.22-12-056](#).

New York Value of Distributed Energy Resources Proceeding Support (2016 – Present). E3 has been supporting [the Value of DER \(VDER\) proceeding](#) in New York since its inception on many different tasks. We work with a senior-level NYSEDA and DPS project team to support the VDER Proceeding by providing analytical services and strategic advice with regards to how to calculate the benefits and costs of various types of DERs such as NEM eligible solar PV and community distributed generation. We are also analyzing the financing and revenue certainty requirements necessary for certain DERs to be bankable

and viable from the project development standpoint especially with regards to low-moderate income installations. We have authored reports for different rate design formulations (see our [Full Value Tariff Report](#)) as well as completing the development of a [VDER Calculator](#). The VDER Calculator is a publicly available Excel-based tool designed to help developers and other entities understand and quantify each value stream available to solar and solar plus storage projects under the Phase One and Phase Two Value Stack tariffs. The tool contains detailed information and model logic related to different project types, including CDG projects, and the available compensation streams for each project type by utility territory. We have also analyzed and reviewed how to calculate utility distribution value and how to translate it to determine impacts and potential DER value. Additionally, we recently worked with DPS to evaluate and analyze different rate design choices for mass market customers that have historically been eligible for NEM. This analysis included an examination of the impacts on solar customers as well as the bill impacts for other technologies, such as solar plus storage, standalone storage, heat pumps, and electric vehicles.

Nevada NEM Update (2016). E3 updated a 2014 report for the Public Utility Commission of Nevada (PUCN) that calculated the cost-effectiveness of solar PV net energy metering (NEM) systems in Nevada from all five Standard Practice Manual perspectives: participant, non-participating ratepayer, program administrator, Nevada, and society. In contrast to the prior report, which found a small net benefit to non-participating ratepayers, E3's 2016 analysis found a cost-shift of \$0.04/kWh for future solar NEM systems. This finding was largely due to the decline in both natural gas prices and utility-scale solar prices, both of which affect the avoided cost of solar NEM systems. E3's study, published in August 2016, received media coverage including an article in Greentech Media. Publicly available report available at: http://puc.nv.gov/uploadedFiles/pucnv.gov/Content/About/Media_Outreach/Announcements/Announcements/NetMeteringStudy2016.pdf

6.2 Avoided Costs

CPUC Avoided Cost Methodology and "E3 Calculator" (2003-Present). E3 developed the CPUC's officially adopted methodology for determining the cost effectiveness of investor-owned utility energy efficiency programs. The methodology is based on an avoided cost methodology in combination with long-term forecasts of electric and gas avoided costs. E3's methodology produces avoided cost estimates that are transparent and are easily and regularly updated. In use since 2004, E3's Avoided Cost Model (ACM) has evolved along with energy markets and policy in the West, as well as the needs of the CPUC. Since 2019, E3 has provided ongoing support to refine the CPUC's cost-effectiveness framework for distributed energy resources, expanding the applications of the Avoided Cost Calculator to include the cost-effectiveness of California's entire DER portfolio. The Avoided Cost Calculator currently projects avoided costs for energy, losses, generation capacity, ancillary services, subtransmission and distribution capacity, renewable portfolio standard purchases, carbon allowances, and other air permit costs.

E3's initial methodology was developed as part of a public rulemaking process involving fourteen external parties that included stakeholders from the California investor-owned utilities, The Utility Reform Network, Natural Resources Defense Council, and California Large Energy Consumers Association. The "E3 Calculator," now called the "Avoided Cost Calculator," remains in use almost 20 years later for all California IOUs to report on their energy efficiency programs. The 2022 Avoided Cost Calculator and Documentation are available here:

<https://e3.sharefile.com/share/view/s3fdd4ff8b9db4e95904726427ae54e81/fo1ed759-f5d6-4904-8047-9aa67a677f9a>

Portland General Electric (PGE), DER Cost-Effectiveness Framework (2022). E3 is supporting PGE to advance cost-benefit analysis for DERs, improve valuation of DERs, and support key strategic decision making at the company regarding impacts on rates, competitiveness, and electrification policy. E3 will help PGE align DER cost-benefit evaluation with Integrated Resource Planning, expand and improve the range of grid, host and societal benefits considered, balance environmental justice objectives with goals for energy affordability and competitive rates and to advance electrification policy.

Sacramento Municipal Utility District DER Cost Effectiveness Tool (2018 – Present). E3 created a tool for the Sacramento Municipal Utility District (SMUD) that allows for evaluation of the cost effectiveness and emissions impacts of various DER measures. The outputs of SMUD’s IRP process are used as inputs and define the underlying utility system, which serves as a baseline against which to evaluate the net benefits of potential DER programs including electric vehicles, building electrification, and energy efficiency. Linking the supply and demand sides in this fashion allows for hourly assessment of the costs and benefits associated with a given DER measure, including accounting for the hourly emissions impacts of different load modifications. This tool considers several different IRP scenarios, describing varying levels of assumed decarbonization of California’s electric grid.

Multiple Utilities, Marginal Cost Studies (2019 - present). E3 has decades of experience assisting utilities in traditional cost-of-service analysis and retail rate design. As more customers seek to manage their energy bills through behind-the-meter solar generation, energy storage, and load management applications, E3 is helping clients devise tariffs that promote investments in distributed resources and reflect cost causation and equity principles. We also work with utilities, electric vehicle service providers, and automakers to design rates that promote transport electrification while ensuring cost-effective grid integration of electric vehicles and full recovery of utility costs. Examples of E3’s recent projects include the development of marginal distribution cost study for Central Maine Power Company and marginal cost studies for the Avangrid utilities in New York.

6.3 Rate Design

California Public Utilities Commission Income-Based Fixed Charge Model (2022-present). E3 is supporting the California Public Utilities Commission (CPUC) in an active proceeding to make major updates to default residential electric rates for California’s large investor-owned utilities. Assembly Bill 205 (2022) requires the CPUC to established income-graduated fixed charges in default residential rates, authorized no later than 2024. E3 has developed a public Excel-based model to support stakeholders in developing revenue-neutral fixed charge designs and to facilitate comparison among party proposals. E3 and the CPUC are currently accepting feedback on the draft model, which is available here: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/demand-response/demand-response-workshops/advanced-der---demand-flexibility-management/fixed-charge-design-model-20230210.xlsx>

AltaLink Transmission Rate Design (2017). E3 was retained by AltaLink to assess the existing AESO transmission tariff and whether changes were needed in light of escalating rates to better adhere to key

rate design principles. Significant increases in the coincident peak (CP) charge were leading to an incentive for uneconomic bypass of the transmission system via distributed generation. E3 presented the findings at several AESO transmission tariff workshops, including alternative rate design proposals that tied the compensation for CP reduction to the avoided cost of transmission.

Pacific Northwest Public Utility District (PUD) New Large Load Analysis (2018). E3 was engaged by a PUD in the Pacific Northwest to analyze potential impacts from new large loads in its service territory and to recommend mitigation approaches. After analyzing existing contracts and related policies, E3 quantified prospective impacts of new large loads on future cost of service and margins as well as uses for the margin generated from new large users. E3 also explored desired utility growth levels and performed scenario analysis to understand expected utility outcomes under a range of future regulatory and economic scenarios that could lead to new large load departures. Key issues in this analysis included institutional risk from new large loads and how it may vary over time; how operating costs and margin should be allocated to new large loads; and what level of large user credit security should be established. E3 presented its findings to the PUD Board of Directors.

Full Value Tariff Design and Retail Rate Choices under New York’s Reforming the Energy Vision (2015-2016). E3 worked with a senior level NYSEDA (New York State Energy and Research Development Authority) and DPS (Department of Public Service) project team to perform a study examining retail rate choices and the formulation of a “full value” tariff that among other things can compensate DERs at levels more reflective of their value. The study directly built upon the [REV Track 2 Department of Public Service Staff white paper](#). The study was released on April 20, 2016 in the [Value of DER proceeding](#) and it presents a number of choices and options when examining the creation of a conceptual, but implementable full value tariff (FVT) with illustrative rate levels based on utility filings and sound economic principles to achieve the following goals: 1) to more accurately compensate customer and third party contributions to managing the grid; 2) to collect utility embedded costs equitably and efficiently; 3) to increase competition for distribution services; and, 4) to lower customer costs through more efficient use of the distribution system. The project report and technical appendix along with multiple internal client presentations and working documents are available at:

<http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={A0BF2F42-82A1-4ED0-AE6D-D7E38F8D655D}>

Fortis Alberta – Distributed Energy Resources Integration Roadmap (2020). E3 was retained by Fortis Alberta to provide expert testimony in the Alberta Utilities Commission’s (AUC) Distribution Inquiry. E3’s testimony provided a specific and actionable roadmap for the integration of distributed energy resources (DERs) of all technologies and outlined that the challenges of DER integration will be unique to each jurisdiction based on consumer choice, market design, and technological advancement. E3 provided six potential distribution system business models that would allow for the integration of DERs along with key changes to rate design and market access that would facilitate a successful transition. Expert witness testimony of Ren Orans is available here:

<https://www.ethree.com/wp-content/uploads/2022/01/Testimony-to-Alberta-Utilities-Commission-on-Fortis-Alberta-DER-Roadmap.pdf>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 2023-102, Authorizing an Agreement with Energy Pro Insulation, Inc. for Weatherwise Program Participation

Department/Office

Energy Services

Ordinance/Resolution Number:

2023-102

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2023-102, authorizing the City Manager to sign and execute an agreement with Energy Pro Insulation Inc. for participation in the City's Weatherwise Program.

Summary:

City-authorized contractors install energy efficiency improvements for Richland electric utility customers as part of the Energy Services Department's Weatherwise Program. Typical improvements include heat pumps, windows, doors, and building insulation.

Contractors go through a uniform process to qualify as a Weatherwise Program Authorized Contractor. This process includes: 1) satisfactorily completing an application; 2) meeting the licensing, insurance, and bonding requirements; and 3) fee payment and program orientation compliance. The one-time fee is intended to cover program administrative costs. Approved contractors must continue to meet program requirements to remain on the program list.

The Weatherwise Program Authorized Contractor List is on the City's website and is provided to customers inquiring about energy efficiency measures. Staff makes no recommendations to customers about one contractor compared to another.

Energy Pro Insulation Inc. has met all application requirements. Staff recommends approval of Resolution No. 2023-102 to add Energy Pro Insulation Inc. as a Weatherwise Program Authorized Contractor.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 2023-102
2. Proposed Agreement - Energy Pro Insulation

RESOLUTION NO. 2023-102

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WEATHERWISE CONTRACTOR AGREEMENT
WITH ENERGY PRO INSULATION INC. FOR WEATHERWISE
PROGRAM PARTICIPATION.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, the City authorizes contractors to install energy conservation improvements for Richland electric customers under the energy efficiency Weatherwise Program; and

WHEREAS, the City specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements; and

WHEREAS, upon meeting all contractual requirements, and on the condition that licensing and bonding be maintained at all times during participation in the program, Energy Pro Insulation, Inc. will be added as an authorized contractor for the City's Weatherwise Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Weatherwise Contractor Agreement with Energy Pro Insulation, Inc. for participation in the City's Weatherwise Program.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of July 2023, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and Energy Pro Insulation, Inc., hereinafter referred to as "Contractor."

W-I-T-N-E-S-S-E-T-H:

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective September 7, 2017, an agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures

available through the City's Weatherwise Service. All understandings related to this scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for

payment under the Weatherwise Service. The Contractor shall only propose materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.

7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.
- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for

re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have,

may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case-by-case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors' pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d. *Minimum Amounts of Insurance*: Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
 - e. *Other Insurance Provision*: The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - f. *Acceptability of Insurers*: Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
 - g. *Verification of Coverage*: Prior to commencement of work, Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.
 - h. *Subcontractors*: The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$20,000. Each bond shall be executed on the forms provided by the City and must be issued by a company registered to do business in the State of Washington.
13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.

- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and prefabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland

For the Contractor:

Energy Services Director

Owner's Name: _____

City of Richland

Company Name: _____

625 Swift Blvd., MS-23

Mailing Address: _____

Richland, WA 99352

City, State Zip _____

(509) 942-7403

Business Phone: _____

Business Fax: _____

Contact Email: _____

27. 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.
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate

venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

INSERT COMPANY NAME

Jon Amundson
City Manager

Date

Authorized Representative

Date

Printed Name

ATTEST:

Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-103, Authorizing a Consultant Agreement with the Advisian-Worley Group for the United States Army Corps of Engineers Storm Flow Analysis

Department/Office
Public Works

Ordinance/Resolution Number:
2023-103

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-103, authorizing the City Manager to sign and execute a consulting agreement with Advisian-Worley Group for the United States Army Corps of Engineers storm flow analysis.

Summary:

The United States Army Corps of Engineers (Corps) owns and operates McNary Dam and associated facilities in the Tri-Cities. The central Richland drainage system, consisting of a riverfront levee, the central Richland ditch and a pump station, is owned and operated by the Corps as an associated facility of the McNary Dam. The central Richland drainage system manages storm runoff through a combination of retained water storage in the central Richland ditch and the pump station. Several parcels in central Richland are encumbered with an easement to reserve the required water storage volume. The City and Corps believe that the required storage volume has been compromised and is not presently available. Enforcement of the water storage easement will impact development and redevelopment proposals in central Richland.

The terms of the storage easement are based on development conditions that are more than fifty (50) years old. An updated engineering analysis of the central Richland drainage system is needed to provide clarity about the future management of the drainage system and its impact on central Richland development and redevelopment proposals. The 2023 operating budget included funding to complete the recommended study.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified firm to perform the needed work. The City received one (1) response to the RFQ from Advisian-Worley Group. Advisian-Worley Group has been determined to be a qualified vendor to complete a stormwater analysis of the existing stormwater drainage facility. A scope and budget has been negotiated with Advisian-Worley Group that will provide the City with the recommended analysis at a reasonable price.

Staff recommends adoption of Resolution No. 2023-103.

Fiscal Impact:

This contract is projected to cost \$200,000. Funds were allocated in the 2023 Budget through an expanded program request. Full funding for this contract is included in the Expert Services accounts within the Stormwater and Industrial Development funds.

Attachments:

1. Resolution No. 2023-103
2. Proposed Consultant Agreement - Advisian-Worley Group

RESOLUTION NO. 2023-103

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH ADVISIAN- WORLEY GROUP FOR THE UNITED STATES ARMY CORPS OF ENGINEERS STORM FLOW ANALYSIS.

WHEREAS, the United States Army Corps of Engineers (USACE) owns and operates the McNary Dam and associated facilities in the Tri-Cities; and

WHEREAS, the central Richland drainage system, consisting of a riverfront levee, central Richland ditch, and a pump station, is owned and operated by the USACE as associated facilities to the McNary Dam; and

WHEREAS, the central Richland drainage system manages stormwater runoff through a combination of pump station effort and retained water storage in the central Richland ditch; and

WHEREAS, several parcels in central Richland are encumbered with an easement to reserve the required water storage volume; and

WHEREAS, the City and USACE believe that the required storage volume has been compromised and is not presently available; and

WHEREAS, enforcement of the water storage easement will impact development and redevelopment proposals in central Richland; and

WHEREAS, the terms of the storage easement are based on development conditions that are more than fifty (50) years old; and

WHEREAS, an updated engineering analysis of the central Richland drainage system is needed to provide clarity for future management of the drainage system and its impact on central Richland development and redevelopment proposals; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified firm to perform the needed work; and

WHEREAS, the City received one (1) response to the RFQ from the Advisian-Worley Group; and

WHEREAS, Advisian-Worley Group has been determined to be a qualified vendor to complete a stormwater analysis of the existing stormwater drainage facility; and

WHEREAS, the City's best interests are served by executing a contract to procure engineering services to complete a stormwater analysis of the existing central Richland drainage system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Advisian-Worley Group to complete an analysis of the existing central Richland drainage system.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****US Army Corps of Engineers (USACE) Storm Flow Analysis**

This Agreement is entered into this _____ day of July, 2023 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Worley Group, Inc.** ("**Consultant**"), a foreign for-profit corporation with service at 2330 E Bidwell St. #120, Folsom, CA 95630. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 23-0044
 4. ☐ Exhibit B: Solicitation No. N/A proposal response submitted by Consultant dated N/A.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by June 30, 2024.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30, 2024.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **two hundred thousand dollars and no cents (\$200,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the

contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS/LIMITATION OF LIABILITY

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- c. Without derogating from specific limitations contained elsewhere in this Agreement, in no event shall the total liability of the Consultant for claims arising out of this Agreement, or

the services performed or to be performed, regardless of how the same may be caused, exceed one million (\$1,000,000) dollars.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Jeff Crofton
Name of Firm: Worley Group Inc.
Address: 2330 E. Bidwell St. #120
Address: Folsom CA 95630
Email: jeff.crofton@advisian.com
Phone Number: (403) 978-5080 or (916) 817-3920
Fax Number: (916) 605-9751 (Mobile)

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original

intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. 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.

27. 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)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft

Project Execution Plan
USACE Storm Flow Analysis - RFQ # 23-0044
Prepared for the City of Richland, Washington USA



Client: City of Richland/Danielle Mullins (509-942-7177), dmullins@ci.richland.wa.us

Project Number: 318005-00056

Office Location: Calgary, AB and Folsom, CA

Project: USACE Storm Flow Analysis

Start / End Dates: June 1 - December 30, 2023

Date: 2023-06-05

By: L. Marino

Checked By: T Grendus

Revision: B

	Advisian Staff	Subconsultant	Direct Payments	Hours	\$/Hour	Total
1. Project Management				54		\$11,650
a Progress Reporting - meeting minutes and project progress table	Len Marino			10	\$285	\$2,850
b Client Communication/Liaison	Len Marino			10	\$285	\$2,850
c Project Controls	Tammara Grendus			32	\$175	\$5,600
d Project Close-out	Tammara Grendus			2	\$175	\$350
2. Meetings				27		\$5,860
a Kick off Meeting with City of Richland staff	Jeff Crofton			3	\$225	\$675
	Len Marino			3	\$285	\$855
	Tammara Grendus			3	\$175	\$525
	Andrea Pipinato			3	\$145	\$435
b Model Review Meeting	Andrea Pipinato			1	\$145	\$145
	Len Marino			1	\$285	\$285
	Oscar Kalinga			1	\$180	\$180
c Progress meetings (July - December)	Len Marino			6	\$285	\$1,710
	Tammara Grendus			6	\$175	\$1,050
3. Data Review				150		\$28,460
a Review existing flood studies provided by the City of Richland, including, but not limited to: <i>Floodplain Study for Levee 2C – Interior Drainage (Hip Deep Creek); City of Richland 2022 Stormwater Management Plan Update; State of Washington Department of Ecology's Eastern Washington Stormwater Manual, 2019 (SWMMEW); McNary Lock and Dam Interior Drainage Evaluation Report (USACE, 1996);</i>	Len Marino			16	\$285	\$4,560
	Jeff Crofton			26	\$225	\$5,850
	Andrea Pipinato			26	\$145	\$3,770
	Oscar Kalinga			26	\$180	\$4,680
b Re-evaluate the project boundaries of the Levee 2C drainage area, now known as the Richland Core Basin (RCB), which was originally calculated to be 8.10 square miles. This will be done using a combination of methods including comparison of legacy topographic maps with the latest available LiDAR data and an on-the-ground topographic survey.	Andrea Pipinato			24	\$145	\$3,480
	Jeff Crofton			8	\$225	\$1,800
	Oscar Kalinga			24	\$180	\$4,320
4. On-Site Surveys and Inspections				64		\$12,640
a Advisian's Subconsultant, a WA Registered Land Surveyor, shall conduct a topographic land survey under direction of Advisian's Project Manager. The survey shall determine manhole rim elevations, pondage area geometry, and establish cross-sections and elevation points for the Model Setup. This will be done to accurately determine the RCB's detention volume.	Len Marino			32	\$285	\$9,120
	Anna Pichurski			32	\$110	\$3,520
b Inspect pump station equipment, conduct condition assessment, review O&M history with USACE representatives onsite	Len Marino			0	\$285	\$0
	Anna Pichurski			0	\$110	\$0
5. Model Setup				40		\$6,120
a Capture survey data, LiDAR data, and City's GIS data in Global Mapper	Andrea Pipinato			12	\$145	\$1,740
b RCB system boundaries, alignment, cross-sections, elevations, and drainage facilities identified and located in Global Mapper	Andrea Pipinato			12	\$145	\$1,740
d Modeling boundary conditions	Andrea Pipinato			12	\$145	\$1,740
e Engineering review	Jeff Crofton			4	\$225	\$900

Project Execution Plan

USACE Storm Flow Analysis - RFQ # 23-0044

Prepared for the City of Richland, Washington USA



Client: City of Richland/Danielle Mullins (509-942-7177), dmullins@ci.richland.wa.us

Project Number: 318005-00056

Office Location: Calgary, AB and Folsom, CA

Project: USACE Storm Flow Analysis

Start / End Dates: June 1 - December 30, 2023

Date: 2023-06-05

By: L. Marino

Checked By: T Grendus

Revision: B

	Advisian Staff	Subconsultant	Direct Payments	Hours	\$/Hour	Total
6. Model Runs				136		\$21,480
a	PC-SWMM runs to determine conveyance and backwater development for the following cases:					
b	25-year storm event	Andrea Pipinato		32	\$145	\$4,640
c	3-hour, 50-year storm at sag points	Andrea Pipinato		32	\$145	\$4,640
d	3-hour, 25-year short duration storm for all other locations	Andrea Pipinato		32	\$145	\$4,640
e	Model result interpretation	Oscar Kalinga		32	\$180	\$5,760
e	Engineeirng review	Jeff Crofton		8	\$225	\$1,800
7. Reporting and Review				275		\$40,275
a	Draft model results review with Richland	Andrea Pipinato		8	\$145	\$1,160
b	Review model output - Flood, Velocity, and Pondage areas with Richland	Andrea Pipinato		4	\$145	\$580
		Oscar Kalinga		4	\$180	\$720
		Len Marino		35	\$285	\$9,975
c	Technical Reporting	Andrea Pipinato		32	\$145	\$4,640
		Anna Pichurski		32	\$110	\$3,520
		Len Marino		35	\$285	\$9,975
d	GIS Support	Steve Lindelof		60	\$145	\$8,700
e	CAD Drawings Support	Drafting Lead		60	\$85	\$5,100
f	Senior Review	Efrain Giron		16	\$180	\$2,880
g	Quality Review	Jeff Crofton		8	\$225	\$1,800
h	Admin Support	Admin		16	\$75	\$1,200
8. Direct Payments						\$73,500
a	Subcontract: WA Registered Land Surveyor	TBD	60,000			\$60,000
a	Subcontract: 10% handling charge	TBD	6,000			\$6,000
b	Site Visit, travel expenses for 3 people, 1 trip each @ ~ \$2500 per trip		7,500			\$7,500
Total				746		\$199,985



Notes:

1. Currency is in US Dollars
2. Cost Estimate is subject to the Terms and Conditions found in Contract No. tbd
3. Cost Estimate and rates are valid for 60 days after receipt of the document.

Advisian Environment & Water Consulting 2023- USA

Full rate schedule for Advisian Environment & Water Consulting services rates in US Dollars.

Group	Consulting Position	Classification Level	Proposed Sell Rates 2023 (USD)
Designer/Technician	Technician – Senior Principal	D1	235
	Technician – Principal – L1	D2	215
	Technician – Principal – L2	D3	200
	Technician – Senior – L1	D4	190
	Technician – Senior – L2	D5	175
	Technician - Intermediate	D6	160
	Technician - Junior – L1	D7	140
	Technician - Junior - L2	D8	120
	Technician - Student	D9	105
Engineer/Scientist	Engineer/Scientist -Senior – L1	L1	265
	Engineer/Scientist -Senior – L2	L2	245
	Engineer/Scientist -Senior – L3	L3	230
	Engineer/Scientist -Intermediate - L1	L4	220
	Engineer/Scientist -Intermediate – L2	L5	200
	Engineer/Scientist -Intermediate -L3	L6	180
	Engineer/Scientist -Junior- L1	L7	162
	Engineer/Scientist - Junior- L2	L8	145
	Engineer/Scientist - Junior- L3	L9	120
	Engineer/Scientist -Student	L10	110
Sr. Project Manager/Specialist*	Technical Specialist – Senior Principal/ Vice President/ Senior VP/ President	S1	*
	Technical Specialist – Principal – L1	S2	345
	Technical Specialist – Principal – L2	S3	310
	Technical Specialist – L1	S4	285
	Technical Specialist – L2	S5	260
	Technical Specialist – L3	S6	225
Project Services	Senior Cost Control, Admin, Finance – L1	P1	180
	Senior Cost Control, Admin, Finance – L2	P2	155
	Cost Control, Admin, Finance – L3	P3	125
	Cost Control, Admin, Finance – L4	P4	108
	Cost Control, Admin, Finance – L5	P5	80

Notes:

- Rates apply to Technical Consulting services only for the Environment and Water business line, and are not applicable to management consulting, legal or advisory services. Effective for the period January 1, 2023 - December 31, 2023
- Specialty Software will be determined on a project basis and not included in the rates above
- Selected S1* rates will be determined on a project basis.
- Third party costs will incur a 10% administration and handling fee.
- Expert hearing support rates will apply at a 70% premium on standard rates. Expert testimony rates will include a 100% premium on standard rates.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-105, Authorizing an Interlocal Agreement with the Franklin Conservation District and the Cities of Kennewick, Pasco, and West Richland for Water Education

Department/Office
Public Works

Ordinance/Resolution Number:
2023-105

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-105, authorizing the City Manager to sign and execute an interlocal agreement with the cities of Kennewick, Pasco, Richland, West Richland and the Franklin Conservation District for public education program services.

Summary:

The cities of Richland, Kennewick, Pasco, and West Richland (the "Cities") have public education and outreach responsibilities and conditions per both Water Right Permit S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit. The Franklin Conservation District currently provides water conservation and stormwater education programs to schools and the general public that cover the topics for which the cities are responsible. Since 2010, the District has provided public education and outreach activities to support the Cities' obligations.

The Cities and the District are public agencies eligible to enter into interlocal agreements under Chapter 39.34 RCW to achieve mutual objectives. The proposed interlocal agreement will formalize and extend the service model whereby the Cities fund program development and delivery by the District to students and the general public in the Tri-Cities region.

Staff recommends adoption of Resolution No. 2023-105.

Fiscal Impact: This agreement will result in up to \$15,835 in expenses for the first year (July 1, 2023 - June 30, 2024) and increase by up to five percent (5.00%) per year during the following four (4) years of this five (5) year agreement. This agreement renews the City's participation in an educational outreach program facilitated by the Franklin Conservation District. These expenses are paid through the Expert Services accounts within the Water and Stormwater Operating funds. Both funds have adequate funding to support the proposed agreement.

Attachments:

1. Resolution No. 2023-105
2. Proposed Memorandum of Agreement 2023 Quad Cities Public Education

RESOLUTION NO. 2023-105

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF RICHLAND, PASCO, KENNEWICK AND WEST
RICHLAND, AND THE FRANKLIN CONSERVATION DISTRICT
FOR WATER RESOURCES PUBLIC EDUCATION PROGRAM
SERVICES.**

WHEREAS, the cities of Richland, Pasco, Kennewick and West Richland (the “Cities”) are partners in the Washington State Surface Water Right Permit No. S4-309676, commonly known as the “Quad-Cities Water Right”; and

WHEREAS, the Cities are independently regulated by the Eastern Washington Phase II National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, the Cities have public education and outreach responsibilities and conditions in accordance with both Water Right Permit No. S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit; and

WHEREAS, the Franklin Conservation District, a governmental subdivision of the state of Washington (the “District”) currently provides water conservation and stormwater education programs to school districts and the general public that satisfy the Cities’ permit obligations; and

WHEREAS, the existing agreement between the Cities and District (Richland Contract No. 269-18) expired June 30, 2023, and the parties desire to continue their relationship to provide public education and outreach activities for water supply and quality issues.

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 interlocal agreement to implement public outreach and education programs supporting the Cities’ Water Right Permit and Stormwater Permit.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

MEMORANDUM OF AGREEMENT BETWEEN CITIES OF
KENNEWICK, PASCO, RICHLAND, WEST RICHLAND AND FRANKLIN
CONSERVATION DISTRICT FOR PUBLIC EDUCATION PROGRAM SERVICES

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into this ____ date of _____, 2023 by and between the cities of Kennewick, Pasco, Richland, and West Richland, Washington municipal corporations (hereinafter “Cities”) and the Franklin Conservation District, a governmental subdivision of the state of Washington (hereinafter “District”).

I. RECITALS

WHEREAS, the Cities have public education and outreach responsibilities and conditions per both Water Right Permit S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit; and

WHEREAS, the District currently provides water conservation and stormwater education programs to the school districts and general public; and

WHEREAS, since 2010, the District has provided public education and outreach activities to support the Cities; and

WHEREAS, the Cities and the District are public agencies as defined in RCW 39.34.020(1), who wish to enter into a Memorandum of Agreement; and

WHEREAS, the Cities desire to enter into a new memorandum of agreement with the District to continue to support the Cities through public education and outreach activities for the Cities area.

NOW THEREFORE, in consideration of the conditions, covenants and agreements contained herein, the parties agree as follows:

II. TERMS

1. **PURPOSE.** The purpose of this Agreement is to identify the roles and responsibilities of the Cities and the District related to water conservation public education and outreach as required by Water Right Permit S4-309676 and the Eastern Washington Phase II NPDES Municipal Stormwater Permit
2. **DUTIES.** The District will offer the Drain Rangers stormwater curriculum (Grades 3-8) and the Jr. Drain Rangers water conservation curriculum (Grades K-2) to classrooms in the Cities to help fulfill the Cities’ shared Water Right requirements and Eastern Washington Phase II NPDES Municipal Stormwater Permit requirements. All lessons are aligned with Next Generation Science Standards and Common Core Standards in English/Language Arts.
3. **DELIVERABLES.** The District shall provide the following deliverables:
 - Drain Rangers Stormwater curriculum will be offered to teachers (Grades 3-8) in 3-hour teacher workshop format. Four (4) no-cost workshops will be held each year, and the

District will provide free clock hours, curriculum binders and dinner to participating teachers.

- The District will teach additional Drain Ranger lessons in participating teachers' classrooms.
 - The District will offer ice cream party supplies to teachers who measure the performance of the curriculum.
 - The District will offer Jr. Drain Ranger lessons to all K-2 classrooms in the Cities' area, with an estimate of 3,500 students being taught.
 - Water conservation and stormwater pollution materials will be provided for each Drain Rangers and Jr. Drain Rangers lesson (shower timers/bookmarks).
 - Each of the Cities will be recognized as Drain Rangers and Jr. Drain Rangers sponsors on all printed materials handed out to teachers, students and the public.
 - District will provide an annual report summarizing the number of teachers, students and schools and lessons taught.
 - District will coordinate and staff a booth at the regional Home & Garden Show held at the TRAC in Pasco each February, and the River Fest outreach event in Kennewick each October.
 - Separate from the above base activities, the District will also purchase and distribute educational materials and supplies for the booths.
4. **COMPENSATION TO THE DISTRICT.** The District will semi-annually bill the Cities through the City of Kennewick in June and December of each year during the term of this Agreement. The annual lump sum base activities amount due the District for the first year (July 1, 2023-June 30, 2024) will be \$51,688.81 based on the detailed budget in attached **Exhibit A-2023**). For each year thereafter during the term of this Agreement, the District will bill a fixed 5% annual increase to this initial lump sum amount. The District will also semi-annually bill the actual costs for educational materials and supplies purchased for the Home & Garden Show and River Fest, which are estimated to be \$10,000.00 per year. This estimate will also increase at a fixed 5% annual increase per year.
5. **CITIES COST SHARING.** The Cities will divide and pay the lump sum base activities compensation due to the District based on population per the July 1, 2022 US Census Bureau population estimates. The proportionate share for each city is 34.64% for Kennewick, 32.42% for Pasco, 25.67% for Richland, and 7.27% for West Richland. The estimated \$10,000 in annual educational materials and supplies will be divided equally among the Cities. The City of Kennewick will invoice the other Cities based on the above proportions. Each of the Cities will pay Kennewick within thirty (30) days of receipt of an invoice from Kennewick. The City of Kennewick shall be responsible for full payment to the District.
6. **TERM.** The term of this Agreement is for five (5) years from July 1, 2023 through June 30, 2028 unless otherwise extended in writing by agreement of all parties.
7. **ADMINISTRATION.** This Agreement shall be administered by the City of Kennewick. Modifications to this Agreement may be done by written consensus of the Cities' respective Public Works Directors and the District. All reimbursement to the District shall be administered through the City of Kennewick.

8. **TERMINATION.** This Agreement may be terminated by thirty (30) days written notice from the party desiring to terminate the Agreement with the other parties.
9. **NO SEPARATE LEGAL ENTITY.** By this Agreement, the parties do not intend to form a separate legal entity to conduct the cooperative undertaking or to own any real property.
10. **VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION.** In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. **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.
13. **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.
14. **FILING OF AGREEMENT.** This Agreement shall be posted on at least one party's website as provided in RCW 39.34.040. Any party may choose to record this Agreement at its own expense, but recordation is not required.

[Signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK

Marie E. Mosley, City Manager

Attest:

Terri Wright, City Clerk

Approved as to Form:

Lisa Beaton, Kennewick City Attorney

CITY OF RICHLAND

Jon Amundson, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, Richland City Attorney

CITY OF PASCO

Adam R. Lincoln, City Manager

Attest:

Debra Barham, City Clerk

Approved as to Form:

Eric Ferguson, Pasco City Attorney

CITY OF WEST RICHLAND

Brent Gerry, Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz, West Richland City Attorney

Drain Rangers & Jr. Drain Rangers
Quad-Cities (Kennewick, Richland, Pasco, West Richland)
Eastern WA Phase II Stormwater Permit Requirements

Contacts:

City of Kennewick
Martin Nelson
P.O. Box
Kennewick, WA 99336
T. 509-585-4301

Franklin Conservation District
Kara Kaelber
1724 E Superior St.
Pasco, WA 99301
T. 509-416-0440 x 107

Proposed Work:

The Franklin Conservation District (FCD) will offer Drain Rangers and Jr. Drain Rangers water conservation and stormwater runoff prevention lessons in classrooms in Kennewick, Richland, Pasco and West Richland to help fulfill the Quad-Cities' shared water right as well as the Cities Phase II Municipal Stormwater Permit Requirements. All lessons are aligned with Next Generation Science Standards. The FCD will also assist in outreach events designed to reach the general public in educating them about stormwater runoff pollution prevention. Lesson and event materials and handouts will be available in English and Spanish.

Deliverables:

- Drain Rangers stormwater runoff pollution prevention curriculum will be offered to teachers grades 3-5 in a teacher workshop format either in-person or virtually. A minimum of three workshops will be offered each year. Workshops will be offered at no cost to the teachers and will offer free clock hours. FCD staff will strive to educate a minimum of 60 teachers each year.
- Drain Ranger lessons will be taught by FCD education staff in classrooms at the request of teachers who have participated in the Drain Ranger workshops. FCD staff will strive to reach a minimum of 500 students each year with Drain Ranger lessons.
- Jr. Drain Rangers lessons will be offered to all teachers grades K-2 within the Quad-Cities area. FCD staff will strive to meet the goal of educating 3,500 students each year with this program.
- Water conservation and stormwater runoff pollution prevention materials will be handed out to all teachers, students, and the general public during all lessons and outreach events.
- The Cities of Kennewick, Richland, Pasco and West Richland will be recognized as Drain Ranger and Jr. Drain Ranger sponsors on all printed materials handed out to teachers, students and the general public.
- The Cities of Kennewick, Richland, Pasco and West Richland will receive a full report no later than December 31st and June 30th each year listing each school lessons were taught in as well as the number of students, teachers and lessons taught.
- The FCD will coordinate and staff an educational booth at the Regional Home and Garden show in February and RiverFest held at Columbia Park in October. Stormwater runoff pollution prevention materials (dog waste bag holders) will be distributed to the general public and will be provided by the Quad-Cities.

Cost:

The Franklin Conservation District will be paid bi-annually upon receipt of invoice in December and June. (See detailed budget page 2).

Timeline:

Program work will begin July 1, 2023, and will conclude June 30, 2024, or unless otherwise terminated or extended in writing by amendment of agreement by all parties.

Water Conservation/Stormwater Education Budget

July 2023-June 2024

Quad-Cities Drain Ranger & Jr. Drain Ranger Budget

Salaries		
Education Director	(.1 FTE)	\$11,163.36
Education Staff	(.6 FTE)	\$34,344.96
FCD Bookkeeper	(3 hrs/mo)	\$1,427.04
		\$46,935.36
Travel		
Education Director		\$131.00
Education Staff		\$884.25
		\$1,015.25
Workshops		
Binders		\$150.00
Print Cost		\$523.20
		\$673.20
Special Events		
Home & Garden Show		\$825.00
Riverfest		\$25.00
		\$850.00
Classroom Supplies		
Jr. DR supplies (magnets)		\$1,930.00
Print for lessons		\$135.00
Zoom		\$150.00
		\$2,215.00
PROGRAM TOTAL COST		\$51,688.81

Kennewick	.3464	\$17,905.00
Pasco	.3242	\$16,757.51
Richland	.2567	\$13,268.52
West Richland	.0727	\$ 3,757.78



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-107, Setting a Public Hearing Date to Consider the Proposed Annexation of Approximately 1,643 Acres to be Known as The North Horn Rapids Industrial Park

Department/Office
Development Services

Ordinance/Resolution Number:
2023-107

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-107, setting a public hearing date to consider the proposed annexation of approximately 1,643 acres (North Horn Rapids Industrial Park).

Summary:

A petition for annexation to the City of Richland has been received from the owners representing one hundred percent (100%) of the valuation for 1,643 acres to be known as the North Horn Rapids Industrial Park.

Prior to holding a public hearing on a proposed annexation, the City Council must first adopt a resolution formally setting the date for a public hearing to be held. The subject property consists of approximately 1,643 acres of land located northwest of the intersection of Horn Rapids Road and Stevens Drive.

Public hearings for annexation requests must be heard no less than 75 days from the date the Richland City Clerk mails a certified letter containing a Notification of Annexation to various local and state entities. Establishing a public hearing date of September 5, 2023 provides the City Clerk with adequate time to distribute necessary public notice and will satisfy the 75-day requirement with final adoption of an annexation ordinance scheduled for September 19, 2023.

Staff recommends adoption of Resolution No. 2023-107.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-107
2. Vicinity Map

RESOLUTION NO. 2023-107

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED ANNEXATION OF APPROXIMATELY 1,643 ACRES TO BE KNOWN AS THE NORTH HORN RAPIDS INDUSTRIAL PARK, LOCATED WITHIN PORTIONS OF SECTIONS 3, 4, 9, 10, 15 & 16, TOWNSHIP 10 NORTH, RANGE 28 EAST AND PORTIONS OF SECTIONS 33 & 34, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing one hundred percent (100%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

WHEREAS, RCW 35.13.130 sets forth requirements that an annexation petition must be signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned; and

WHEREAS, such petition was duly certified by the Benton County Auditor on May 18, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting on **September 5, 2023** is hereby established as the date on which Council will conduct a public hearing to consider the annexation petition.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

Legal Description for Proposed 1,643-Acre North Horn Rapids Industrial Park Annexation

The 1,643-Acre North Horn Rapids Industrial Park annexation consists of the following:

APN NO. 110081000001003

PORTIONS OF SECTIONS 9, 10, 15, & 16 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPID ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN QUITCLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETICS SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD A DISTANCE OF 1900.00 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET, THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" WEST A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OR 927.25 FEET TO A POINT AT INTERSECTION WIT THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTERLINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINE FENCE POST; THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE AST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WITH THE

SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET; THENCE SOUTH 89° 28' 27" EAST A DISTANCE OF 1614.26 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN A QUITCLAIM DEED AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ALONG A COMMON LINE BETWEEN SAID TRACT 37 AND TRACT 38, SOUTH 45° 00' 00" EAST A DISTANCE OF 1765.31 FEET; THENCE LEAVING AND COMMON LINE SOUTH A DISTANCE OF 4368.15 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003066, 2/03/2016)

AND

APN NO. 110081000001004

PORTIONS OF SECTIONS 10 AND 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOW; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET; THENCE NORTH A DISTANCE OF 4368.15 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 38, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 1534.69 FEET; THENCE SOUTH A DISTANCE OF 550.00 FEET; THENCE EAST A DISTANCE OF 400.00 FEET; THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET; THENCE EAST A DISTANCE OF 420.00 FEET TO A POINT ON THE 30.00 FOOT LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38; THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 30' 19" WEST A DISTANCE OF 3850.01 FEET; THENCE SOUTH 01° 36' 41" WEST A DISTANCE OF 332.68 FEET BACK TO THE POINT OF BEGINNING; (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 2/03/2016).

And

APN NO. 103084000001000

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL NOT LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33,

TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). *****LINKED WITH A SALES RESTRICTION TO 134183000001000 THAT PORTION IN THE PILT AREA*****

AND

APN NO. 134183000001000

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13'09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE

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AND

APN NO. 103081000001000

SECTION 10, TOWNSHIP 10 NORTH, RANGE 28 EAST: A PARCEL OF LAND SITUATED IN A PORTION OF TOWNSHIP 10 NORTH, RANGE 28 EAST, AND TOWNSHIP 11 NORTH, AND RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED, RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON, FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON

THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1680.00 FEET; THENCE SOUTH 0° 46' 34" WEST, A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST, A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY, NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY, MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST, A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE, NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16, BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 13,813.70 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE, THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 5' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE SOUTH 0° 06' 20" WEST ON SAID 30.00 FOOT OFFSET LINE, A DISTANCE OF 5433.00 FEET TO A POINT IDENTICAL WITH THE NORTHEAST CORNER OF TRACT 38, THENCE LEAVING SAID 30.00 FOOT OFFSET LINE AND ON A LINE IDENTICAL WITH THE BOUNDARY OF TRACT 38 THE FOLLOWING COURSES; WEST A DISTANCE OF 3799.66 FEET; THENCE SOUTH A DISTANCE 4100.00 FEET, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 3300.00 FEET, THENCE SOUTH A DISTANCE OF 550.00 FEET, THENCE EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET, THENCE EAST A DISTANCE OF 420.00 FEET TO THE POINT ON THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38, THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE, SOUTH 0° 30' 19"

WEST, A DISTANCE OF 3850.01 FEET, THENCE SOUTH 1° 36' 41" WEST A DISTANCE OF 332.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAYS OF RECORD OR IMPLIED. (BOUNDARY LINE ADJUSTMENT PER AF#2015-029457, 9/30/2015). EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL: PORTIONS OF SECTIONS 9, 10, 15, & 16 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPID ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN QUITCLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETICS SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD A DISTANCE OF 1900.00 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET, THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" WEST A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTERLINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINE FENCE POST; THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH

THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET; THENCE SOUTH 89° 28' 27" EAST A DISTANCE OF 1614.26 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN A QUITCLAIM DEED AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ALONG A COMMON LINE BETWEEN SAID TRACT 37 AND TRACT 38, SOUTH 45° 00' 00" EAST A DISTANCE OF 1765.31 FEET; THENCE LEAVING AND COMMON LINE SOUTH A DISTANCE OF 4368.15 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003066, 2/03/2016): ALSO EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL; PORTIONS OF SECTIONS 10 AND 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOW; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET; THENCE NORTH A DISTANCE OF 4368.15 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 38, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 1534.69 FEET; THENCE SOUTH A DISTANCE OF 550.00 FEET; THENCE EAST A DISTANCE OF 400.00 FEET; THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET; THENCE EAST A DISTANCE OF 420.00 FEET TO A POINT ON THE 30.00 FOOT LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38; THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 30' 19" WEST A DISTANCE OF 3850.01 FEET; THENCE SOUTH 01° 36' 41" WEST A DISTANCE OF 332.68 FEET BACK TO THE POINT OF BEGINNING; (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 2/03/2016). ALSO EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL: PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324

BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). LESS ANY PORTION LYING IN SECTIONS 33, 34, TOWNSHIP 11 NORTH,

RANGE 28 EAST (THAT PORTION LYING IN THE PILT AREA). LINKED WITH A SALES RESTRICTION TO 134183000002000.

AND

APN NO. 134183000002000

SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST: ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES IN SECTIONS 33, AND 34, TOWNSHIP 11 NORTH, RANGE 28 EAST: A PARCEL OF LAND SITUATED IN A PORTION OF TOWNSHIP 10 NORTH, RANGE 28 EAST, AND TOWNSHIP 11 NORTH, AND RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED, RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON, FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1680.00 FEET; THENCE SOUTH 0° 46' 34" WEST, A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST, A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY, NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY, MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST, A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE, NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF

1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16, BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 13,813.70 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE, THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 5' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE SOUTH 0° 06' 20" WEST ON SAID 30.00 FOOT OFFSET LINE, A DISTANCE OF 5433.00 FEET TO A POINT IDENTICAL WITH THE NORTHEAST CORNER OF TRACT 38, THENCE LEAVING SAID 30.00 FOOT OFFSET LINE AND ON A LINE IDENTICAL WITH THE BOUNDARY OF TRACT 38 THE FOLLOWING COURSES; WEST A DISTANCE OF 3799.66 FEET; THENCE SOUTH A DISTANCE 4100.00 FEET, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 3300.00 FEET, THENCE SOUTH A DISTANCE OF 550.00 FEET, THENCE EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET, THENCE EAST A DISTANCE OF 420.00 FEET TO THE POINT ON THE 30.00 OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38, THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE, SOUTH 0° 30' 19" WEST, A DISTANCE OF 3850.01 FEET, THENCE SOUTH 1° 36' 41" WEST A DISTANCE OF 332.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAYS OF RECORD OR IMPLIED. (BOUNDARY LINE ADJUSTMENT PER AF#2015-029457, 9/30/2015). LESS ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13'09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT

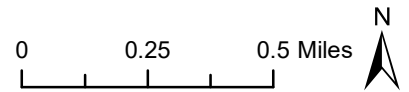
OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). ***** LINKED WITH A SALES RESTRICTION TO PARCEL 103081000001000 THAT PORTION THAT DOES NOT LIE IN THE PILT AREA*****

This description includes the following **County Parcel Identification Numbers:**

110081000001003
110081000001004
103084000001000
134183000001000
103081000001000
134183000002000

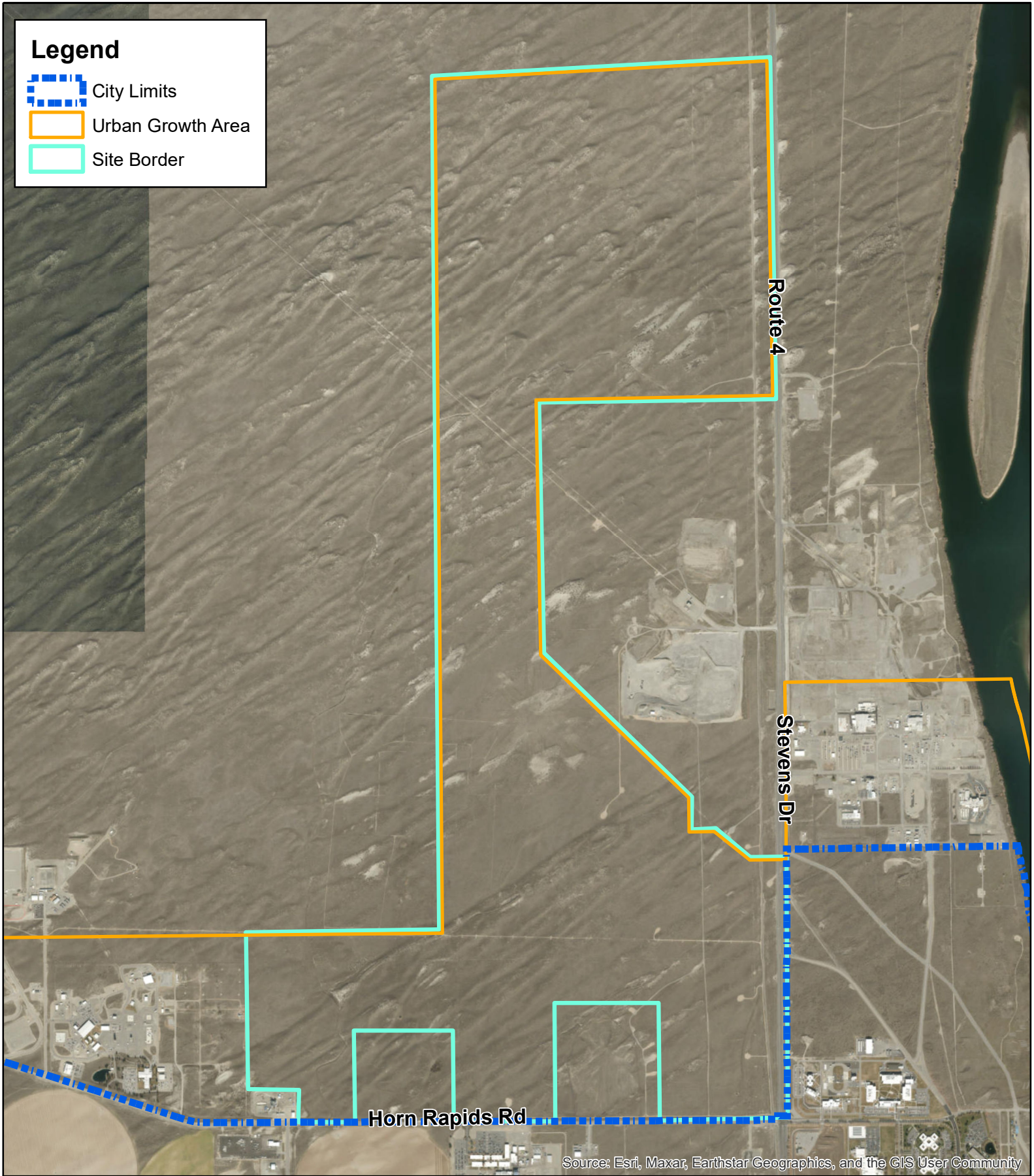
Vicinity Map

Item: North Horn Rapids Industrial Park Annexation
Applicant: City of Richland Economic Development Division
File #: ANX2022-101



Legend

-  City Limits
-  Urban Growth Area
-  Site Border





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-108, Authorizing Circulation of a Petition for Annexation of 1.83 Acres of Short Plat 793, Lot 3

Department/Office
Development Services

Ordinance/Resolution Number:
2023-108

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-108, authorizing circulation of the Ryan Tucker annexation petition and forwarding the petition to the Benton County Auditor's Office for certification.

Summary:

During its meeting on March 22, 2023, the Richland Planning Commission recommended to the Richland City Council that the land subject to the Ryan Tucker annexation request, which is located at 24907 Dallas Road, be zoned R-1-10 (Low-Density Residential) in conformance with the Low-Density Residential Comprehensive Land Use Designation assigned to it by the City of Richland Comprehensive Plan.

The next step in the annexation process is for the City Council to authorize the circulation of the annexation petition. Upon approval of Resolution No. 2023-108, staff will send the signed petition to the Benton County Assessor's Office for certification prior to returning the item to Council for additional action.

Staff recommends the adoption of Resolution No. 2023-108

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-108
2. Vicinity Map

RESOLUTION NO. 2023-108

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING THE CIRCULATION OF A PETITION PROPOSING ANNEXATION OF APPROXIMATELY 1.83 ACRES KNOWN AS LOT 3 OF SHORT PLAT 739, LOCATED WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, Richland City Council has, through adoption of Resolution No. 2023-26 on February 21, 2023, accepted a request for the annexation of 1.83 acres located at or near 24907 Dallas Road; and

WHEREAS, the Richland Planning Commission held a public hearing on March 22, 2023 to consider appropriate zoning designations for the proposed annexation area, thus fulfilling the directives included in Resolution No. 2023-26.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that circulation of the attached petition calling for the annexation of the 1.83 acres located at or near 24907 Dallas Road is hereby authorized.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **Short Plat 739, Lot 3**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Exhibit 3.

Prior to the circulation of this petition, a meeting was held on the twenty-first day of February, 2023, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 2023-26, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto. Resolution No. 2023-26 also (1) required that the annexation be accepted as proposed; (2) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (3) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; and (4) directed the Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed.

On March 22, 2023, the Richland Planning Commission conducted a public meeting and recommended that R-1-10 Single Family Residential zoning was the most appropriate zoning designation for the proposed annexation area. On July 6, 2023, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. *See RCW 35.21.005.*

Assessor's Parcel Numbers: 120983010739003

Property Owners:.....RYAN TUCKER

Site Address:.....24907 DALLAS ROAD

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

EXHIBIT 1
Proposed Short Plat 739, Lot 3 Annexation

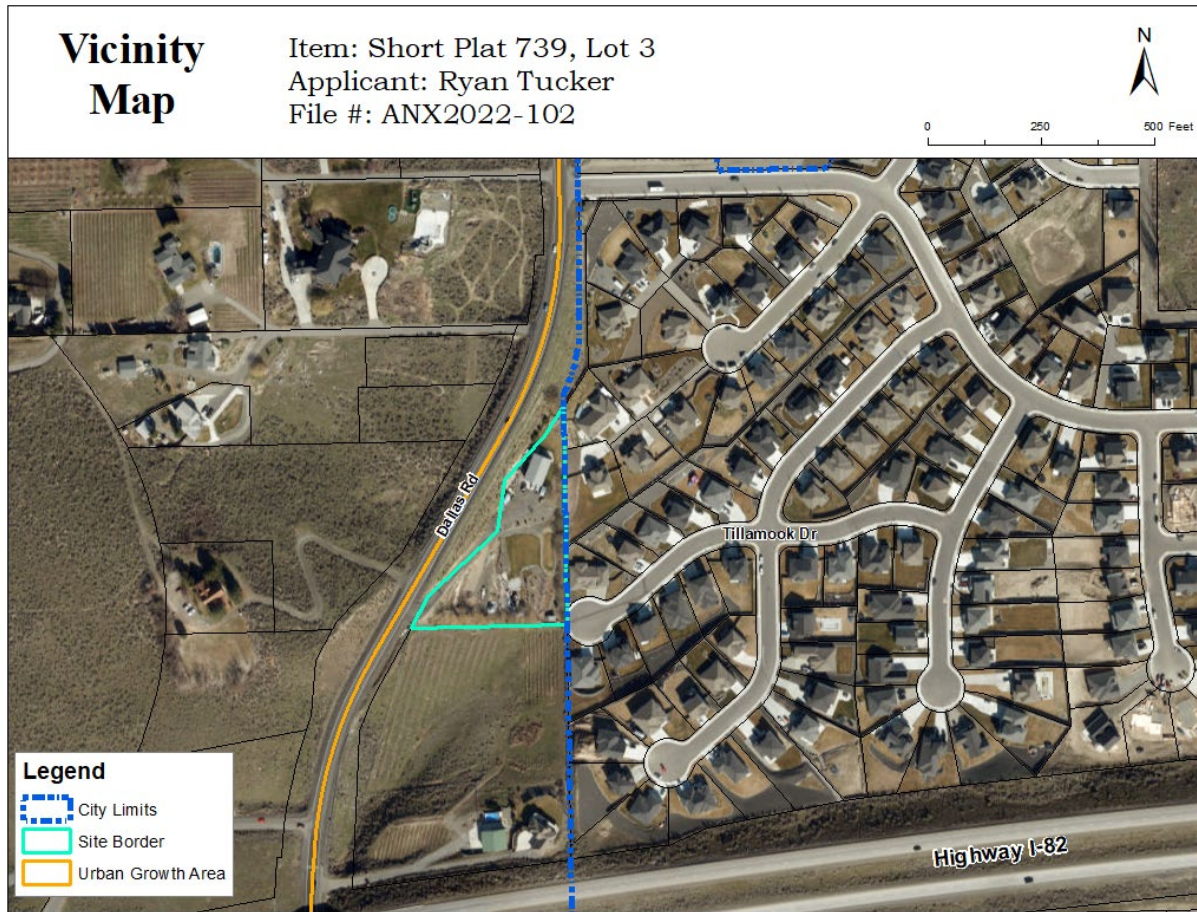


EXHIBIT 2

Legal Description for Short Plat 739, Lot 3 Annexation

The Short Plat 739, Lot 3 annexation consists of the following:

SHORT PLAT NO. 739, LOT 3,

A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

This description includes the following County Parcel Identification Numbers:

120983010739003

EXHIBIT 3
Proposed Short Plat 739, Lot 3 Annexation

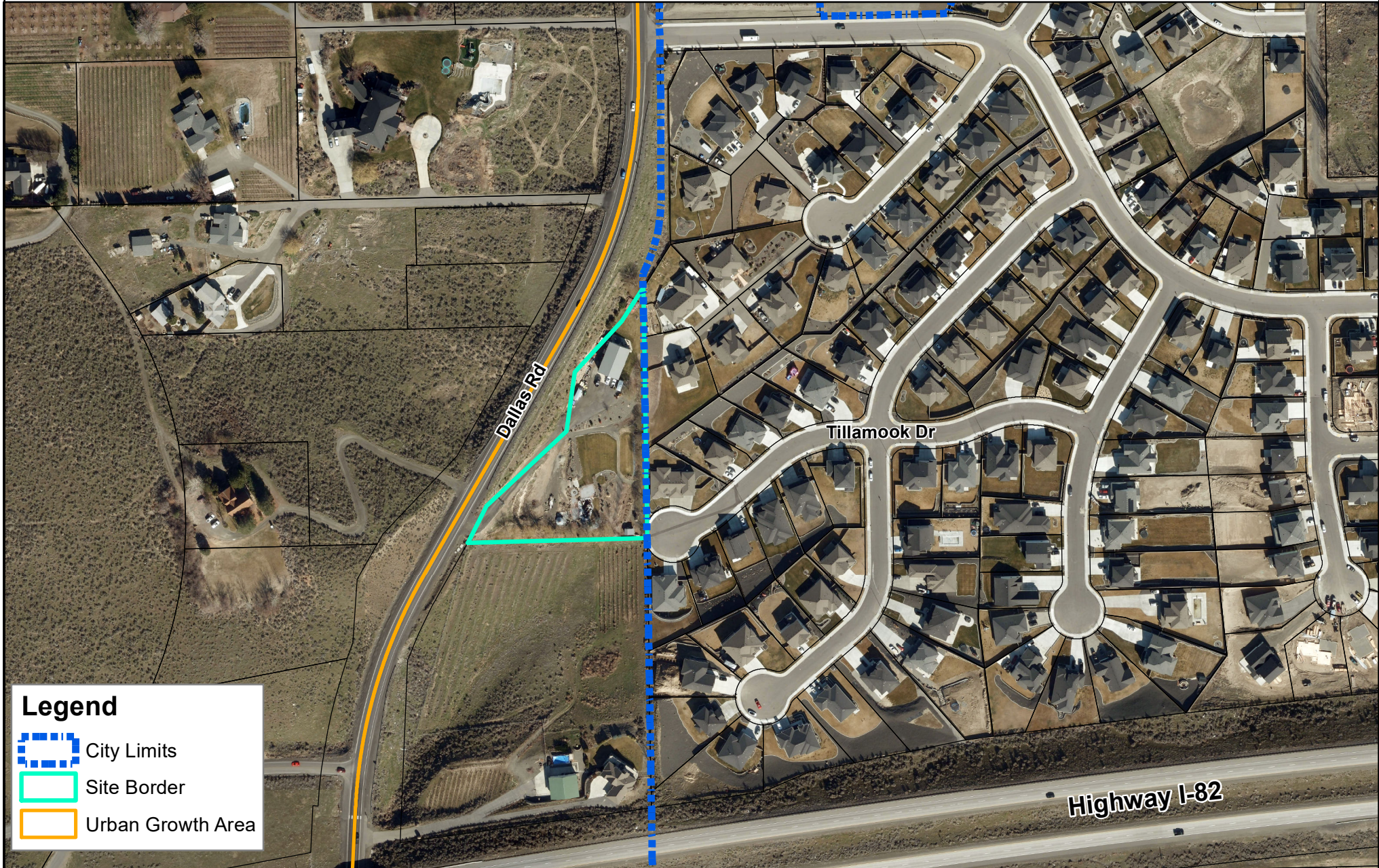
Parcel #	Owner	Parcel Address	Lot Size (ft ²)	Assessed Value
120983010739003	Ryan Tucker	27907 Dallas Road	79774.02	\$205,110

Vicinity Map

Item: Short Plat 739, Lot 3
Applicant: Ryan Tucker
File #: ANX2022-102



0 250 500 Feet





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-III, Ratifying Execution of an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities

Department/Office
City Manager

Ordinance/Resolution Number:
2023-II

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-III, ratifying the City Manager's execution of an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities.

Summary:

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. A succession of interlocal agreements were executed in 2005, 2009, 2014, 2016 and 2022. The current interlocal agreement executed by the Participating Jurisdictions is valid from January 1, 2022 to December 31, 2026. 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.

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. To facilitate this transition, 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. Because 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, Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities for this important funding. This approach will ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology.

The most recent interagency agreement with the Department of Ecology for funding in support of Hanford Communities expired June 30, 2023. The City of Richland executed a replacement agreement on June 26, 2023, prior to the June 30, 2023 deadline, to prevent a gap in funding. Ratification of the interagency agreement is now required.

Staff recommends adoption of Resolution No. 2023-III.

Fiscal Impact:

None. The City of Richland serves as a pass-thru for the benefit of Hanford Communities.

Attachments:

1. Resolution No. 2023-III
2. 2023-2024 City of Richland (Hanford Communities) IAA

RESOLUTION NO. 2023-111

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, RATIFYING EXECUTION OF 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 expired on June 30, 2023; and

WHEREAS, to ensure that Hanford Communities continues to receive the benefit of funding made available by the Department of Ecology, a new funding agreement covering July 1, 2023 to June 30, 2024 was executed on June 26, 2023 and requires ratification.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager’s execution of an interagency agreement with the Washington State Department of Ecology for funding in support of Hanford Communities is hereby ratified.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



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 (other party) 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.

State of Washington, Department of Ecology
IAA No. C2400010
Entity Name: City of Richland, Hanford Communities

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on July 1, 2023, and be completed by June 30, 2024, 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 to:

State of Washington
Department of Ecology
Nuclear Waste Program
Attn: Ryan Miller
3100 Port of Benton Blvd.
Richland, WA 99354
Ryan.Miller@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 C2400010.
- 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 OMWBE, WA Veterans, 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: Ryan Miller
Address: 3100 Port of Benton Blvd.
Richland, WA 99354
Phone: (509) 537-2228
Email: Ryan.Miller@ecy.wa.gov

The HANFORD COMMUNITIES Representative is:

Name: Jon Amundson
Address: 625 Swift Boulevard, MS-04
Richland, WA 99352
Phone: (509) 942-73817380
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

City of Richland, Hanford Communities

By:

By:

Signature Date

 June 26, 2023

Signature Date

Stephanie Schleif

Print Name

Jon Amundson

Print Name

Acting Nuclear Waste Program Manager

Title

Richland City Manager

Title

State of Washington, Department of Ecology
IAA No. C2400010
Entity Name: City of Richland, Hanford Communities

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) Quarterly 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:

Continue to expand new "hanfordcommunities.org" website. Work to maintain a more dynamic presence, reflecting new developments and changing circumstances relating to Hanford. Promote the website on social media.

Quarterly: Provide website analytics to show changes – growth and areas for improvement. These analytics are part of the quarterly status report.

Task 2

Continue to enhance the Hanford Communities presence on social media platforms and continue to build audiences on each platform.

Quarterly: Provide analytics to track engagement. These analytics are part of the quarterly status report.

Task 3

Distribute Hanford Communities newsletters digitally. Consider shorter, more frequent distributions.

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

Task 4

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

- 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.
- Publication of (at least) three newsletters annually.
- 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, and follows writing for the web and/or plain talk principles.

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- As the need arises, coordinate and/or support ‘town hall’ events that engage and inform the community.
- 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.
- Seek out opportunities to help maintain and support Ecology’s Nuclear Waste Program Hanford speaker’s bureau.

Quarterly: Report on activities – number of public meetings, newsletters, relationship-building and other achievements covered in this list.

Budget:

Item	Description	Amount
1	Total Staffing Costs (tasks 1-4)	\$75,000
2	Support Services Contract (tasks 1-4)	\$25,000
	Total Project Cost	\$100,000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Richland Public Facilities District Board: Veronica Kenney

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Veronica Kenney to Position No. 5 on the Richland Public Facilities District Board.

Summary:

The following vacancy is forthcoming on the Richland Public Facilities District Board:

- Position No. 5, currently held by Veronica Kenney, expires July 15, 2023.

The incumbent was the only applicant during the two-week recruitment period. Ms. Kenney was first appointed to the Richland PFD Board in July of 2016 and was elected to the office of Vice-Chair on June 16, 2022. Ms. Kenney is seeking reappointment to Position No. 5.

The candidate's application is on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Items of Business

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2023-16, Amending Richland Municipal Code Title 9: Crime related to Controlled Substances Violations and Penalties

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-16

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-16, amending Richland Municipal Code Title 9: Crime related to Controlled Substances Violations and Penalties.

Summary:

SB 5536, passed during a 2023 special session, is the so-called “Blake fix” to permanently address the criminality of drug possession and use in Washington in the wake of the 2021 *State v. Blake* decision. Highlights of the bill include:

- Establishes a gross misdemeanor for knowing possession or knowing use of either a counterfeit substance or a controlled substance. This covers fentanyl and other opioids, methamphetamine, heroin, cocaine, and other “hard” drugs.
- “Use” is defined as introducing the substance into the human body by injection, inhalation, ingestion or any other means.
- Retains the current misdemeanor for legend drugs, which are prescription medications that are not a controlled substance.
- Limits the maximum penalty for an individual’s first two convictions to 180 days in jail and a \$1,000 fine. Beginning with the third conviction, an individual may be sentenced up to 364 days in jail.
- Law enforcement and the prosecuting attorney are encouraged (but not required) to offer a referral to treatment in lieu of prosecution.
- Establishes a pre-trial diversion program that must be agreed to by the prosecuting attorney in each case. The pre-trial diversion program created by the bill requires use of a recovery navigator, an arrest and jail alternative, or a law enforcement assisted diversion program. Many believe the pre-trial diversion program as created is not likely functional in most communities due to a lack of resources. As a result, communities will rely largely on their current legal systems in place, including any diversion programs, therapeutic courts, community courts, and traditional criminal pathways. If the individual completes six months of substantial compliance with treatment, the court must vacate the conviction.
- If an individual refuses treatment and is convicted, the court may order substance abuse treatment as a post-conviction condition.
- Fully occupies and preempts the entire field of setting penalties for violations of the controlled substances act and also prohibits local governments from adopting or enforcing drug paraphernalia ordinances, except for establishment and regulation of harm reduction services (commonly called “needle exchanges”).

Ordinance No. 2023-16 will repeal all provisions of the RMC that conflict with SB 5536 and adopt state law by reference to allow enforcement of illegal drug possession within the City’s jurisdiction to the fullest extent of the law.

Fiscal Impact: Ordinance No. 2023-16 authorizes prosecution of misdemeanor and gross misdemeanor drug violations in Richland, which will increase case filings and add staffing demands on the City Prosecutor. An adjustment to the professional services agreement with Rio & Foltz will be presented at the July 18, 2023 meeting.

Attachments:

- I. Ordinance No. 2023-16

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE TITLE 9: CRIME RELATED TO CONTROLLED SUBSTANCES VIOLATIONS AND PENALTIES.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to promote the health, safety and general welfare of the citizens of Richland; and

WHEREAS, in *State v. Blake*, 197 W.2d 170 (2021), the Washington State Supreme Court found former RCW 69.50.4013 unconstitutional because the statute imposed strict liability and did not require proof that the offender knowingly possessed a controlled substance. Without proof of knowledge, the Court held that the statute violated constitutional due process. In response, the Washington State Legislature provided a temporary fix by adopting a revised RCW 69.50.4013 during its 2021 legislative session, reducing the penalty from felony to misdemeanor for a person to knowingly possess a controlled substance. However, through this same legislation, the Washington State Legislature also enacted RCW 10.31.115, which prohibits law enforcement from arresting or citing someone for unlawful possession of a controlled substance unless the offender has twice been “diverted” to voluntary social services; and

WHEREAS, the 2021 legislation sunsets on July 1, 2023; and

WHEREAS, the Washington State Legislature failed to address the sunseting *Blake* legislation during the 2022-2023 regular legislative session, resulting in a special session and adoption of permanent drug-related legislation through SB 5536 on May 16, 2023; and

WHEREAS, SB 5536 criminalizes knowing possession and knowing use in public of counterfeit or controlled substances (i.e., drugs such as fentanyl and other opioids, methamphetamine, heroin, and cocaine) and prohibits the knowing possession of non-prescribed legend drugs, as well as their knowing use in a public place; and

WHEREAS, SB 5536 eliminates the mandatory diversion requirements of RCW 10.31.115; and

WHEREAS, SB 5536 also preempts all local ordinances concerning regulation of the use, selling, giving, delivery, and possession of drug paraphernalia (with very limited exceptions); and

WHEREAS, certain sections of SB 5536 take effect on July 1, 2023 while others sections are not effective until August 15, 2023; and

WHEREAS, because SB 5536 preempts local regulation in the field of controlled substances and drug paraphernalia, amendments to the Richland Municipal Code are necessary to repeal local laws that became inconsistent with state law after passage of SB 5536; and

WHEREAS, the City's best interests are served by adopting the controlled substances provisions of SB 5536 by reference to allow local jurisdiction and prosecution of misdemeanor and gross misdemeanor controlled substance offenses occurring in the City of Richland.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 9.09 of the Richland Municipal Code, entitled Controlled Substances, as first enacted by Ordinance No. 2023-01, is hereby amended as follows:

Chapter 9.09 CONTROLLED SUBSTANCES

Sections:

9.09.010 ~~Use of dangerous drugs in public.~~ RCW sections adopted.

9.09.020 ~~Unlawful deposit of dangerous drugs and drug paraphernalia.~~ Medical cannabis – Affirmative defenses.

~~9.09.030 RCW section adopted – Unlawful possession of a legend drug.~~

~~9.09.040 Penalties for violations.~~

9.09.010 ~~Use of dangerous drugs in public.~~ RCW sections adopted.

The following Revised Code of Washington (RCW) sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW 69.41.010 Definitions - Legend Drugs

RCW 69.41.030 Possession of Legend Drugs without Prescription or Order

RCW 9.47A.010 Definitions.

RCW 9.47A.020 Unlawful inhalation - Exception.

RCW 9.47A.030 Possession of certain substances prohibited, when.

RCW 9.47A.040 Sale of certain substances prohibited, when.

RCW 9.47A.050 Penalty.

RCW 69.50.101 Definitions.

RCW 69.50.102 Drug paraphernalia - Definitions.

RCW 69.50.4011 Counterfeit Substances - Penalty.

RCW 69.50.4013 Possession of Controlled Substances - Penalty - Possession of usable Cannabis, Cannabis Concentrate, or Cannabis Infused Product - Delivery

RCW 69.50.4014 Possession of forty grams or less of marijuana - Penalty.

RCW 69.50.412 Prohibited acts: E-Penalties.

RCW 69.50.4121 Drug paraphernalia - Selling or giving - Penalty.

RCW 69.50.445 Opening package of or consuming marijuana, useable marijuana, or marijuana infused product in view of general public - Penalty.

~~A. It is unlawful for any person to intentionally use any dangerous drug in a public place, except as now or hereafter authorized or expressly permitted by the laws of the state or except upon the~~

~~written or oral order or prescription of a physician, surgeon, dentist, or other medical professional licensed to practice in the state and legally authorized to prescribe controlled substances.~~

~~B. Definitions. For purposes of this section, the following terms or words shall be interpreted as follows:~~

~~1. “Dangerous drug” means any controlled substance classified in Schedule I, II, III or IV of Chapter 69.50 RCW excluding cannabis, as it now exists or shall hereafter be added to, deleted from, modified, or amended.~~

~~2. “Public place” means an area generally visible to public view and includes without limitation any place where the public has a right of access, which includes without limitation sidewalks, parking lots and parking garages, streets, alleys, highways, or roads; public buildings and grounds, including schools, parks, playgrounds, and meeting halls; establishments to which the public is invited including restaurants, theaters, stores, gas stations, meeting halls, lobbies, halls and dining rooms of hotels, bars, taverns, pubs, or establishments where beer or soft drinks may be sold, and their associated parking lots, parking structures, walkways, doorways, and entrances; railroad trains, light rail facilities, buses, and other public conveyances of all kinds and character, and their associated stations and platforms used in conjunction therewith which are open to unrestricted use and access by the public; and all other places of like or similar nature.~~

~~3. “Use” means any effort taken in furtherance of an attempt to inject, ingest, inhale or otherwise introduce a controlled substance into the human body.~~

9.09.020 ~~Unlawful deposit of dangerous drugs and drug paraphernalia.~~ Medical cannabis – Affirmative defenses.

The state of Washington, by enactment of Chapter 69.51A RCW, has recognized the medical benefits of prescribed cannabis and has legalized medical cannabis use when appropriately prescribed and obtained. The City of Richland hereby adopts Chapter 69.51A RCW as it currently exists or as it may be amended in regard to legalized medical cannabis and any affirmative defenses therein.

~~It shall be unlawful for any person to knowingly dump, throw, deposit, or discharge onto the ground or into any body of water any dangerous drug, as that term is defined in RMC 9.09.010(B)(1), or drug paraphernalia, as defined in RCW 69.50.102, as those referenced provisions are currently enacted or hereafter amended or recodified.~~

9.09.030 ~~RCW section adopted—Unlawful possession of a legend drug.~~

~~RCW 69.41.030, pertaining to possession of legend drug without prescription or order prohibited, as now or hereafter amended, is hereby adopted by reference as a part of this chapter in all respects as though the section were set forth herein in full.~~

9.09.040 ~~Penalties for violations.~~

~~Unless another section expressly provides otherwise, any person who violates any provision of this chapter shall be guilty of a misdemeanor.~~

Section 2. Chapter 9.10 of the Richland Municipal Code, entitled Marijuana, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 08-21, is hereby repealed in its entirety.

Chapter 9.10 MARIJUANA

Sections:

~~9.10.010 Definition.~~

~~9.10.020 Possession unlawful.~~

~~9.10.025 Possession of marijuana under the age of 21—Penalty.~~

~~9.10.030 Misdemeanor violations—Minimum penalties.~~

~~9.10.035 Second or subsequent offenses.~~

~~9.10.040 Medical marijuana—Affirmative defenses.~~

~~9.10.050 Public consumption—Violation.~~

~~9.10.010 Definition.~~

~~For the purpose of this chapter, “marijuana” means all parts of the plant of the genus Cannabis i., whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds, or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, or a cake made from the seeds of the plant, any compound, manufacture, salt, derivative, mixture or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or case, or the sterilized seed of the plant which is incapable of germination.~~

~~9.10.020 Possession unlawful.~~

~~It is unlawful for any person to knowingly possess more than 28.35 grams of marijuana unless the same was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his professional practice, or except as otherwise authorized by the laws of the state of Washington. Except as provided in RCW 69.50.401(2)(c), every person convicted of a violation of the provisions of this section for possessing more than 28.35 grams of marijuana shall be guilty of unlawful possession of marijuana, a misdemeanor.~~

~~Except as provided in RCW 69.50.401(2)(c), any person found guilty of possession of more than 28.35 grams of marijuana is guilty of a misdemeanor.~~

~~9.10.025 Possession of marijuana under the age of 21—Penalty.~~

~~It is unlawful for any person under the age of 21 years to knowingly possess marijuana in an amount less than 40 grams, as defined in RMC 9.10.010, unless pursuant to a valid prescription or order of a practitioner in the course of his professional practice.~~

~~9.10.030 Misdemeanor violations—Minimum penalties.~~

~~A person who is convicted of a misdemeanor violation of any provision of this chapter shall be punished by imprisonment for not less than 24 consecutive hours, and by a fine of not less than \$250.00. On a second or subsequent conviction, the fine shall not be less than \$500.00. These fines shall be in addition to any other fine or penalty imposed. Unless the court finds that the imposition~~

~~of the minimum imprisonment will pose a substantial risk to the defendant's physical or mental well-being or that local jail facilities are in an overerowed condition, the minimum term of imprisonment shall not be suspended or deferred. If the court finds such risk or overerowding exists, it shall sentence the defendant to a minimum of 40 hours of community restitution. If a minimum term of imprisonment is suspended or deferred, the court shall state in writing the reason for granting the suspension or deferral and the facts upon which the suspension or deferral is based. Unless the court finds the person indigent, the minimum fine shall not be suspended or deferred.~~

~~9.10.035 Second or subsequent offenses.~~

~~A. Any person convicted of a second or subsequent offense under this chapter may be imprisoned for a term up to twice the term otherwise authorized, fined an amount up to twice that otherwise authorized, or both.~~

~~B. For purposes of this section, an offense is considered a second or subsequent offense if, prior to his or her conviction of the offense, the offender has at any time been convicted under this chapter or under any statute of the United States or of any state relating to narcotic drugs, marijuana, depressant, stimulant, or hallucinogenic drugs.~~

~~9.10.040 Medical marijuana—Affirmative defenses.~~

~~The state of Washington, by enactment of Chapter 69.51A RCW, has recognized the medical benefits of prescribed marijuana and has legalized medical marijuana use when appropriately prescribed and obtained. The city of Richland hereby adopts Chapter 69.51A RCW as it currently exists or as it may be amended in regard to legalized medical marijuana and any affirmative defenses therein.~~

~~9.10.050 Public consumption—Violation.~~

~~As provided by the passage of Initiative 502 following the November 2012 election, it is unlawful to open a package containing marijuana, useable marijuana, or a marijuana infused product or to consume marijuana, useable marijuana, or a marijuana infused product, in view of the general public. A person who violates this section is guilty of a class three civil infraction under Chapter 7.80 RCW and will be prosecuted in the Benton County district court.~~

Section 3. Chapter 9.11 of the Richland Municipal Code, entitled Drug Paraphernalia, as first enacted by Ordinance No. 63-80, and last amended by Ordinance No. 08-21, is hereby repealed in its entirety.

~~Chapter 9.11 DRUG PARAPHERNALIA~~

~~Sections:~~

~~9.11.010 Drug paraphernalia—Selling or giving—Penalty.~~

~~9.11.020 Possession of paraphernalia—Unlawful conduct.~~

~~9.11.030 Misdemeanor violations—Minimum penalties.~~

~~9.11.040 Second or subsequent offenses.~~

~~9.11.050 Drug paraphernalia—Affirmative defenses.~~

9.11.010 Drug paraphernalia—Selling or giving—Penalty.

~~A. Every person who sells or gives, or permits to be sold or given, to any person any drug paraphernalia in any form commits a Class I civil infraction under Chapter 7.80 RCW. For purposes of this section, “drug paraphernalia” means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance other than marijuana. Drug paraphernalia includes, but is not limited to, objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing cocaine into the human body, such as:~~

- ~~1. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;~~
- ~~2. Water pipes;~~
- ~~3. Carburetion tubes and devices;~~
- ~~4. Smoking and carburetion masks;~~
- ~~5. Miniature cocaine spoons and cocaine vials;~~
- ~~6. Chamber pipes;~~
- ~~7. Carburetor pipes;~~
- ~~8. Electric pipes;~~
- ~~9. Air-driven pipes;~~
- ~~10. Ice pipes or chillers.~~

~~B. It shall be no defense to a prosecution for a violation of this section that the person acted, or was believed by the defendant to act, as agent or representative of another.~~

~~C. Nothing in subsection (A) of this section prohibits legal distribution of injection syringe equipment through public health and community based HIV prevention programs, and pharmacies.~~

9.11.020 Possession of paraphernalia—Unlawful conduct.

~~It is unlawful for any person to knowingly use, or to possess with the intent to use, drug paraphernalia to plan, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter 69.50 RCW, or to sell, deliver, possess with the intent to sell or deliver, or manufacture with the intent to sell or deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by Chapter 69.50 RCW. Except as provided in RCW 69.50.401(2)(c), any person found guilty of possession of drug paraphernalia is guilty of a misdemeanor.~~

~~9.11.030 Misdemeanor violations—Minimum penalties.~~

~~A person who is convicted of a misdemeanor violation of any provision of this chapter shall be punished by imprisonment for not less than 24 consecutive hours, and by a fine of not less than \$250.00. On a second or subsequent conviction, the fine shall not be less than \$500.00. These fines shall be in addition to any other fine or penalty imposed. Unless the court finds that the imposition of the minimum imprisonment will pose a substantial risk to the defendant's physical or mental well-being or that local jail facilities are in an overerowed condition, the minimum term of imprisonment shall not be suspended or deferred. If the court finds such risk or overcrowding exists, it shall sentence the defendant to a minimum of 40 hours of community restitution. If a minimum term of imprisonment is suspended or deferred, the court shall state in writing the reason for granting the suspension or deferral and the facts upon which the suspension or deferral is based. Unless the court finds the person indigent, the minimum fine shall not be suspended or deferred.~~

~~9.11.040 Second or subsequent offenses.~~

~~A. Any person convicted of a second or subsequent offense under this chapter may be imprisoned for a term up to twice the term otherwise authorized, fined an amount up to twice that otherwise authorized, or both.~~

~~B. For purposes of this section, an offense is considered a second or subsequent offense if, prior to his or her conviction of the offense, the offender has at any time been convicted under this chapter or under any statute of the United States or of any state relating to narcotic drugs, depressant, stimulant, or hallucinogenic drugs.~~

~~9.11.050 Drug paraphernalia—Affirmative defenses.~~

~~The state of Washington, by enactment of Chapter 69.51A RCW, has recognized the medical benefits of prescribed marijuana and has legalized medical marijuana use when appropriately prescribed and obtained. The city of Richland hereby adopts Chapter 69.51A RCW as it currently exists or as it may be amended in regard to legalized medical marijuana and the use of drug paraphernalia including any affirmative defenses therein.~~

Section 4. Richland Municipal Code Section 9.14.020, entitled Disorderly persons defined and enumerated, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 40-15, is hereby amended as follows:

9.14.010 Disorderly persons defined and enumerated.

The following persons are declared to be disorderly persons:

~~A. Any person found to be ingesting any illegal drug in a place where it can be viewed by a member of the public; or~~

~~AB. Any person fighting or encouraging others to fight in any public place in the city; or~~

~~BC. Any person who uses, in the presence of another person, vulgar, profane, or indecent language, or who makes any vulgar, profane, obscene or indecent gesture, under circumstances which create a reasonable fear of imminent assault; or~~

~~CD. Any person who intentionally obstructs vehicular or pedestrian traffic:~~

1. By the linking of arms or joining of hands, lying down, sitting or standing in the street or public right-of-way thus preventing the flow of vehicular or pedestrian traffic, or by placing a parked vehicle or other objects in such a manner to obstruct the flow of traffic; or

2. Obstructs pedestrian or vehicular traffic and refuses or intentionally fails to cease such activity when ordered to do so by a police officer; or

~~DE. Any person who intentionally inhales vapors or fumes of any substance listed in RCW 9.47A.010 as it currently exists, or as it may be amended, for the purpose of inducing euphoria, hallucination or intoxication, except as authorized by law; or~~

~~DF. Any person who visits or resorts to any place with knowledge that any of the above acts are being conducted, practiced or carried on illegally therein.~~

~~EG. It shall be an affirmative defense to the crime of disorderly conduct that the action constituting disorderly conduct was permitted by the city pursuant to a permit issued.~~

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2023.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-106, Establishing Pricing for City-Owned Properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza and Horn Rapids Industrial Park

Department/Office
Development Services

Ordinance/Resolution Number:
2023-106

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-106, establishing pricing for City-owned properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza and the Horn Rapids Industrial Park, and superseding Resolution No. 101-21.

Summary:

The City owns land for sale for economic development purposes. Pricing for City-owned property in the Horn Rapids Business Center, Horn Rapids Commercial Plaza, and Horn Rapids Industrial Park was last set in 2021. The market value of commercial real estate in this vicinity, has increased since 2021, and it is prudent for the City to evaluate and adjust pricing for City-owned property commensurate with the market.

The City commissioned two (2) qualified market appraisals (Valbridge Property Advisors and Appraisal Group of Southeast Washington) to assist in determining proper pricing. Data from the appraisals was balanced into a recommended pricing model identified in Resolution No. 2023-106. The revised pricing will be effective on September 6, 2023 and will replace the previous pricing established in 2021 by Resolution No. 101-21. Staff will present the City Council with real estate price evaluations on a recurring two-year cycle moving forward unless market conditions indicate a different timeframe.

Staff recommends adoption of Resolution No. 2023-106.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-106

RESOLUTION NO. 2023-106

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, APPROVING LAND PRICES FOR THE HORN RAPIDS BUSINESS CENTER, HORN RAPIDS COMMERCIAL PLAZA, AND HORN RAPIDS INDUSTRIAL PARK AND SUPERSEDING RESOLUTION NO. 101-21.

WHEREAS, the City of Richland owns approximately 70 acres of land in the Horn Rapids Business Center, approximately 20 acres of land in the Horn Rapids Commercial Plaza, and approximately 925 acres of land in the Horn Rapids Industrial Park; and

WHEREAS, these City-owned surplus properties are available for sale or lease to private parties; and

WHEREAS, the current land prices for the above-referenced properties were adopted by the Richland City Council on August 17, 2021 through Resolution No. 101-21; and

WHEREAS, **Exhibit A**, attached hereto, provides the updated pricing for each of the above-referenced properties based on market research of land sales of similar properties in the Tri-Cities; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, Richland City Council, as the legislative authority for the City of Richland, is authorized to establish policies and procedures regarding the sale or lease of certain real property owned or otherwise controlled by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland as follows:

Section 1. Richland City Council finds and declares that the City-owned surplus properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza, and Horn Rapids Industrial Park are hereby priced as provided in **Exhibit A** subject to the effective date identified in Section 2. herein.

Section 2. The prices adopted by this Resolution No. 2023-106 shall apply to all purchase and sale agreements for property in the Horn Rapids Business Center, Horn Rapids Commercial Plaza, and/or Horn Rapids Industrial Park approved by the Richland City Council on or after September 6, 2023.

Section 3. Richland City Council finds and declares that in order to remain current with development costs associated with preparing City-owned properties for sale, as well as regional comparable market values, the price list provided in **Exhibit A** will be evaluated every two (2) years and, if necessary, adjusted based on current market value, market activity, and/or increased development costs.

Section 4. This Resolution No. 2023-106 supersedes Resolution No. 101-21 to the extent Resolution No. 101-21 addresses pricing for the same properties in the City of Richland.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A to Resolution No. 2023-106

2023 HORN RAPIDS PRICE SCHEDULE

HORN RAPIDS BUSINESS CENTER	
Interior Lots	\$3.45/SF
Highway Frontage	\$4.70/SF
Commercial-Zoned	\$5.25/SF
HORN RAPIDS INDUSTRIAL PARK	
Less than 10 Acres	\$103,000/acre - \$138,500/acre
Between 10-100 Acres	\$75,000/acre - \$102,999/acre
More than 100 Acres	\$54,500/acre - \$75,000/acre
HORN RAPIDS COMMERCIAL PLAZA	
Short Plat No. 3700 - Lot 2	\$5.50/sf
Short Plat No. 3700 - Lot 3	\$5.50/sf
Short Plat No. 3700 - Lot 4	\$4.65/sf
Short Plat No. 3700 - Lot 5	\$4.65/sf



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Items of Business

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-109, Authorizing Agreement with the Washington State Criminal Justice Training Commission for Officer Resiliency Program

Department/Office
Police

Ordinance/Resolution Number:
2023-109

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-109, authorizing the City Manager to sign and execute a grant agreement with the Washington State Criminal Justice Training Commission for the continued implementation of the RPD Officer Resiliency Program.

Summary:

The Richland Police Department has been awarded \$69,600 from the Washington State Criminal Justice Training Commission for the continued implementation of the Officer Resiliency Program.

Staff recommends approval of Resolution No. 2023-109.

Fiscal Impact: The WSCJTC will grant \$69,600 to the Richland Police Department. No match is required.

Attachments:

1. Resolution No. 2023-109
2. Proposed Richland PD Officer Wellness Contract

RESOLUTION NO. 2023-109

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT AGREEMENT WITH THE WASHINGTON
STATE CRIMINAL JUSTICE TRAINING COMMISSION FOR THE
OFFICER WELLNESS PROGRAM.**

WHEREAS, the Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, funding has been allocated to the Washington Association of Sheriffs and Police Chiefs (WASPC) to establish a behavioral health support and suicide prevention program for law enforcement officers; and

WHEREAS, the grant funding is managed by the Washington State Criminal Justice Training Commission (CJTC); and

WHEREAS, on June 6, 2023, through Resolution No. 2023-79, Richland City Council authorized the submittal of a grant application to the Washington State Criminal Justice Training Commission 2023 Officer Wellness Program in support of the Richland Police Department Officer Resiliency Program; and

WHEREAS, the Richland Police Department has been awarded grant funding in the amount of \$69,600 for the Richland Police Department Officer Resiliency Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a grant agreement with the Washington State Criminal Justice Training Commission for the Richland Police Department Officer Resiliency Program.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Washington State Criminal Justice Training Commission		WSCJTC Contract No.	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: City of Richland Police Department Contact: Darryl Judge		Contractor Address 871 George Washington Way, Richland, WA 99352	
Contact Telephone 509-942-7720		Contact E-Mail djudge@ci.richland.wa.us	
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grants Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 1, 2023	Contract End Date June 30, 2024	Contract Maximum Amount \$69,600	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel			
Manager Brian Elliott	Date	Contractor Business Name City of Richland Police Department	
Department Manager Monica Alexander	Date	Date	
Executive Director Holly White	Date	Contractor signature	
WSCJTC Contract Specialist	Date	Print Name & Title Jon Amundson, City Manager jamundson@ci.richland.wa.us	

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOMES, REPORTING, AND BILLING TIMELINES:

Reporting (Outcome Report) and invoice (A-19 and backup documentations – submitted in one PDF document all together) dates:

1. October 15, 2023 (July, August, & September)
2. January 15, 2024 (October, November, & December)
3. April 15, 2024 (January, February, & March)
4. July 10, 2024, **FINAL** submission (April, May, & June)

Required Outcomes to Report on:

1. Document and report numbers in attendance at training courses (and topics), and for all professional services.

2. Complete officer survey to understand if services were beneficial or not. Report results in Final report

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. This contract and the Contractor's proposal, if any, are subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. The Public Agency shall be responsible for and shall indemnify and hold WSCJTC harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors acting under this agreement. WSCJTC shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSCJTC and its subcontractors acting under this agreement.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract 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 Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/6/2023

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-110, Establishing the 2023 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments

Department/Office
Development Services

Ordinance/Resolution Number:
2023-110

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-110, establishing the 2023 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments and forwarding the same to the Richland Planning Commission for review and recommendation.

Summary:

As an agency planning under the Growth Management Act, the City of Richland updates its Comprehensive Land Use Plan and existing development regulations on an annual basis. This year, the City accepted suggested amendments to the Comprehensive Land Use Plan and development regulations between March 2, 2022 and March 1, 2023. The solicitation was consistent with municipal code noticing requirements. Six (6) requests were received and are described in Exhibit A to Resolution No. 2023-110.

On May 23, 2023, Richland City Council was updated on the six (6) applications for suggested amendments. Tonight's action is to request that the Planning Commission host a public hearing, review proposals, and provide City Council with a recommendation on each application as required by RMC 19.90.060. City Council will be presented with the Planning Commission's recommendation at a future meeting this year and make the final determination whether to approve or reject the proposed amendments.

Staff recommends adoption of Resolution No. 2023-110.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-110

RESOLUTION NO. 2023-110

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING THE 2023 DOCKET OF COMPREHENSIVE PLAN
POLICIES, MAPS AND ZONING CODE AMENDMENTS.**

WHEREAS, the Growth Management Act (GMA) was passed by the Washington State Legislature in April 1990 and is codified in Chapter 36.70 RCW; and

WHEREAS, pursuant to RCW 36.70A.470(2), each city and county planning under RCW 36.70A.040 must include in its development regulations a procedure for any interested person, including applicants, citizens, hearing examiners, and staff of other agencies, to suggest plan or development regulation amendments; and

WHEREAS, the suggested amendments shall be docketed and considered on at least an annual basis, consistent with the provisions of RCW 36.70A.130; and

WHEREAS, Chapter 19.90 of the Richland Municipal Code, titled Comprehensive Plan and Development Regulation Amendments, establishes the procedures required by RCW 36.70A.470(2); and

WHEREAS, six (6) requests were received for the 2023 Docket; and

WHEREAS, on May 23, 2023, the six (6) proposals were presented to Richland City Council during a public workshop meeting; and

WHEREAS, on July 6, 2023, the Richland City Council deliberated on the 2023 Docket proposals and offered an opportunity for public comment before moving the proposed amendments forward for consideration through the Comprehensive Plan update process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2023 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments, consisting of the proposals identified on the attached **Exhibit A**, is hereby established.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

2023 DOCKET

File Number: CPA2023-101 & Z2023-101

Applicant: Nicole Stickney, AHBL on behalf of Washington State University (owner)

Nicole Stickney, AHBL on behalf of Washington State University, is proposing to change the Comprehensive Plan Land Use designation for 3.37 acres of an existing 19.62-acre parcel from Public Facility (PBF) to High-Density Residential (HDR) and rezone the 3.37 acres from Parks & Public Facilities (PPF) to Multi-Family Residential (R-3). (Assessor's Parcel Number 126082000001003, located along the west side of George Washington Way between University Drive and Hanford Street).

File Number: CPA2023-102 & Z2023-102

Applicant: Washington State University

Washington State University is proposing text amendments to both the Comprehensive Plan and RMC Title 23, Zoning, to create a new zoning district to be referred to as University District (UNIV). Zoning map amendments would also be required. (This is City-wide but would apply only to properties associated with institutions of higher education, as defined in RCW 28B.07.020(4) or 28B.10.016(4)).

File Number: CPA2023-103

Applicant: MD&D INVESTMENT, LLC

MD&D Investment, LLC is proposing to change the Badger Mountain Subarea Plan Land Use designations to reclassify portions of Assessor's Parcel ID numbers 134982010595001 and 134982000005004 to a mix of medium-density residential and commercial for the Bermuda Frontage site, commercial on the Commercial site, and civic/schools on the school site.

File Number: CPA2023-104 & Z2023-103

Applicant: Washington State Department of Natural Resources (DNR)

Washington State Department of Natural Resources is proposing to increase the amount of Medium Density Residential within the area commonly referred to as "The Richland 16" due to a recent boundary line adjustment that reduced the size of the parcel to be transferred to the Richland School District and increased the size of the residential parcel directly to the north. DNR is also proposing to rezone the additional land area to Medium Density Residential (R-2). (Location: Richland DNR 16 located west of Truman Ave and north of Kennedy Road, behind Target shopping complex).

File Number: CPA2023-106 & Z2023-105

Applicant: AHBL on behalf of City of Richland Economic Development Division

AHBL, on behalf of the City of Richland Economic Development Division, is proposing the establishment of the Commercial Land Use Designation on approximately 4.3 acres located at 24 Lawless Drive. The site is also proposed to be zoned Retail Business (C-2).

File Number: CPA2023-105

Applicant: City of Richland Public Works Department

The City of Richland Public Works Department proposes a text amendment to the Transportation Element of the City's Comprehensive Plan in order to reflect changes which have been made over the past 6 years to the existing transportation system in Richland, including, but not limited to: Street functional classifications, short-term transportation improvements, long term transportation improvements, future impacts to the City's collector street system, the City's traffic impact fee program, and amending the level-of-service language to meet concurrency requirements.

2023 Docket Schedule (Tentative)

- March 1, 2023 = Application Deadline
- May 23, 2023 = City Council Workshop
- July 6, 2023 = City Council Establishes Docket
- July 13, 2023 = Initiate Public Hearing and Dept. of Commerce 60-Day Review and SEPA Process
- August 9, 2023 = Planning Commission Workshop
- August 23, 2023 = Planning Commission Public Hearing.
- September 19, 2023 = City Council Adoption Hearing – First Reading.
- October 3, 2023 = City Council Adoption Hearing – Second Reading.