



Agenda
City Council Regular Meeting
Tuesday, April 2, 2024
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. New Hires and 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 for distribution.

2. Proposed Amendment to the 2024 Budget in the City's General Fund, Streets Capital Construction Fund, and Water Fund, Ordinance No. 2024-16
3. Relinquishing a Certain Portion of a Utility Easement at 1506 and 1508 Marshall Avenue, Resolution No. 2024-50

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 March 19, 2024 City Council Regular Meeting Minutes and the March 26, 2024 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

See Ordinance No. 2024-16 under **Items of Business**

Ordinances - Second Reading & Passage:

5. Ordinance No. 2024-13, Amending Richland Municipal Code Section 13.06.400 regarding Ambulance Utility Service Fees
 - Tom Huntington, Fire Chief

6. Ordinance No. 2024-14, Amending the 2024 Budget in the General Fund to include Seattle Police Department Internet Crimes Against Children Pass-Through Funding
 - David Neher, Interim Chief of Police
7. Ordinance No. 2024-15, Amending Richland Municipal Code Title 9: Related to Trespass - First Degree
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

8. Resolution No. 2024-46, Authorizing Award of Bid to ESF Development, LLC for the Sewer Lift Station Site Upgrades Project
 - Pete Rogalsky, Public Works Director
9. Resolution No. 2024-47, Authorizing a Purchase and Sale Agreement for Property at 550 and 560 Gage Boulevard for the Leslie Road - Gage Boulevard Intersection Improvements Project
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2024-48, Authorizing a Consultant Agreement with Parametrix, Inc. for 2024 Landfill Environmental Monitoring Services
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2024-49, Authorizing a Second Amended and Restated Disbursement Agreement with Benton County for Rural County Capital Funds in support of the Center Parkway - North Extension Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2024-51, Authorizing a Grant Agreement with the Washington State Department of Commerce to Purchase Drones
 - David Neher, Interim Chief of Police
13. Resolution No. 2024-52, Authorizing an Interlocal Agreement with Public Utility District No. 1 of Benton County for construction of a 115kV Transmission Highway Crossing and Installation of a 115kV Switch
 - Clint Whitney, Energy Services Director
14. Resolution No. 2024-53, Awarding a Purchase Order Contract to Great Western Installations, Inc. for Playground Equipment in Howard Amon Park and Superseding Resolution No. 2023-137
 - Joe Schiessl, Deputy City Manager

Items - Approval:

15. Appointment to the Parks & Recreation Commission: Karlee Hodges, Srithan Thallapally, and Ananya Gubba
 - Jennifer Rogers, City Clerk
16. Appointment to the Planning Commission: Todd Samuel, Heather Nicholson, Aaron Lambert, and Cara Hernandez
 - Jennifer Rogers, City Clerk

Items of Business:

17. Ordinance No. 2024-16, Amending the 2024 Budget to provide for Additional Appropriations in the City's General Fund, Streets Capital Construction Fund, and Water Fund
 - Brandon Allen, Finance Director

18. Resolution No. 2024-50, Relinquishing a Certain Portion of a Utility Easement at 1506 and 1508 Marshall Avenue

- Pete Rogalsky, Public Works Director

19. Proclamation of Appreciation and Plaque for Pete Rogalsky

- Mayor Richardson

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.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Minutes

Strategic Priority I - High Performance Government

Subject:

Approval of the March 19, 2024 City Council Regular Meeting Minutes and the March 26, 2024 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 March 19, 2024 and the workshop meeting held on March 26, 2024.

Summary:

Draft minutes from the March 19, 2024 City Council regular meeting and the March 26, 2024 City Council workshop meeting are presented for Council's review and approval.

Fiscal Impact: None.

Attachments:

1. Draft March 19, 2024 City Council Meeting Minutes
2. Draft March 26, 2024 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, March 19, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

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

Welcome and Roll Call

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

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Interim Chief of Police Neher, Fire Chief Huntington, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Councilmember VanDyke led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Visit Tri-Cities 2023 Annual Report and 2024 Work Plan

Kevin Lewis, Visit Tri-Cities President & CEO, presented the Visit Tri-Cities 2023 Annual Report and Work Plan. Highlights included a discussion of Visit Tri-Cities' mission and vision, the local visitor economy and spending breakdown, and the benefits of nurturing community vitality. Additional details on 2023 revenues and expenditures, Visit Tri-Cities' updated messaging strategy, and the agency's five (5) Pillars of Success are available in the PowerPoint presentation included in the agenda packet. A short video was played

highlighting the Tri-Cities as a tourist destination. Mr. Lewis then discussed signature events including Ironman and the NHPA World Tournament (horseshoe pitching), and touched on strategic sales associated with group visits. Mr. Lewis encouraged Council to review the work plan submitted with the agenda packet for additional details. Prior to closing the presentation, Mr. Lewis provided detail on the current TPA Reserve Fund balance and asked that \$176,100 be authorized for reinvestment in tourism-related projects. A resolution authorizing the transfer of funds is on tonight's consent calendar (see Resolution No. 2024-44).

Council engaged in a question-and-answer session with Mr. Lewis.

2. REACH Museum 2023 Recap & 10th Anniversary Plans

Bill King, Richland Public Facilities District (RPF) Board President, and Rosanna Sharpe, REACH Museum Executive Director, presented on the current state of the REACH Museum. Mr. King spoke briefly about the need for future expansion and foreshadowed the Richland Public Facilities District connecting with Richland City Council for guidance and support. Ms. Sharpe described the REACH as an indispensable "place space" critical to educating the community's youth and serving as an epicenter for tourism and economic growth. After providing a brief introduction, Ms. Sharpe introduced Education Manager Pauline Shaffer to discuss the programming offered by the REACH. Ms. Shaffer described the valuable partnerships and collaboration occurring at the REACH on events like Earth Day, Screech at the REACH, and Tri-Tech Film Students, to name a few. Additional details regarding REACH programming is available in the presentation included in the agenda packet.

After Ms. Shaffer concluded her portion of the presentation, Ms. Sharpe resumed her presentation and discussed the challenges facing the REACH, including inflation and low attendance. However, Ms. Sharpe is optimistic that revenue will bounce back in 2024. In addition, Ms. Sharpe shared that the REACH is planning a significant celebration for the REACH's 10th anniversary.

Councilmember Jones sought clarity regarding the REACH's venue identity – is it a wedding venue, is it a museum, is it a library – Councilmember Jones described what she perceives as a lack of focus for the purpose of the facility. Councilmember Jones also asked whether the REACH was operating in the black before COVID, and what the attendance levels were before COVID. Ms. Sharpe responded that the REACH had approximately 1,450 memberships before COVID and during the first year of COVID, but those numbers dropped in the second and third years of the pandemic. Ms. Sharpe advised that current membership is about 1,500 members.

Councilmember VanDyke expressed concerns with the REACH operating at a loss, and asked how much dependance the REACH has on reserves. Ms. Sharpe shared a slide showing the annual budget and percentages of revenue coming from earned income from categories including museum operations, REACH Foundation endowment, and the 631 Fund. Councilmember VanDyke expressed interest in learning more about the financial

picture of the REACH at a future workshop meeting. Councilmember Lukson concurred.

Mayor Pro Tem Kent gave kudos to Ms. Sharpe and Mr. King for the great things happening at the REACH. Mayor Pro Tem Kent then described that it will be essential for Richland City Council to have a clear understanding of the REACH's financials before a conversation is had about receiving additional Council support. Mayor Pro Tem Kent was encouraging about the REACH's future, but expects full disclosure regarding financials and plans to elevate the REACH to the next level.

Mayor Richardson asked for a brief description of the 631 Fund. Mr. King shared that the 631 Fund is a fund the City holds on the REACH's behalf.

Public Hearing

Acting Deputy City Clerk Fulton read the Public Comment procedures.

Public Comments

The following individuals provided public comment:

- Leigh Terrass, Kennewick resident – Ms. Terrass shared that she spent copious amounts of time at the REACH with her late father, and opined that museums need support from city government. Ms. Terrass said the REACH is a gem in this community.
- Charmine Faulkner, Richland homeowner – Ms. Faulkner is in possession of a framed 1968 proclamation establishing Family Week in Richland from August 2 – 11, 1968. Ms. Faulkner is calling upon her fellow citizens to bring back Family Week in Richland.
- Edward Munoz, Richland resident – Mr. Munoz expressed his displeasure with Camo Dave's use of a city gazebo to feed the homeless. Mr. Munoz claimed that Camo Dave is present non-stop (seven (7) days a week) making it impossible for anyone else to use the park. Mr. Munoz believes this to be a violation of park rules and the ADA. Mr. Munoz is concerned that Richland will take no action and allow a tent city to become established in the area where Camo Dave feeds the homeless.
- Connie Munoz, Richland resident – Ms. Munoz provided City Council with two (2) months of police calls to the gazebo in Columbia Park West where Camo Dave feeds the homeless. Ms. Munoz has a mobility-limiting condition and is upset that she cannot use the gazebo close to the bathroom. Ms. Munoz demanded action to restrict Camo Dave's use of the gazebo.
- Dana Ward, Pasco resident – Mr. Ward, President of the Lower Columbia Basin Audubon Society, promoted the City's support of the REACH Museum. Mr. Ward

also encouraged the City of Richland to plan carefully for the Ironman event.

- Michael Landry, Richland resident – Mr. Landry thanked City Council for ongoing support of the REACH Museum.
- Erin O'Brien, Richland resident – Ms. O'Brien moved to the Tri-Cities after researching the area. Ms. O'Brien encouraged the City Council to continue to support the REACH, and shared that she just started working at the REACH as a part-time educator.
- Randy Slovic, Richland resident – As follow-up to the Visit Tri-Cities presentation delivered by Mr. Kevin Lewis, Ms. Slovic shared that American wine sales are predicated to decline, that wine is the old "new" thing, and that wine is being overproduced in Washington and California. Ms. Slovic suggested that Richland concentrate on what is unique to the Tri-Cities and not chase a wine industry that is in decline.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

Minutes

3. Approval of the March 5, 2024 City Council Regular Meeting Minutes

Ordinances - First Reading

4. Ordinance No. 2024-14, Amending the 2024 Budget in the General Fund to include Seattle Police Department Internet Crimes Against Children Pass-Through Funding
5. Ordinance No. 2024-15, Amending RMC Title 9: Related to Trespass - First Degree

Ordinances - Second Reading & Passage

6. Ordinance No. 2024-05, Amending Chapter 7.03 of the Richland Municipal Code related to Animal Control
7. Ordinance No. 2024-06, Repealing and Replacing Richland Municipal Code Title 24: Plats and Subdivision
8. Ordinance No. 2024-07, Adopting the 2023 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan
9. Ordinance No. 2024-08, Amending Richland Municipal Code Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

10. Ordinance No. 2024-09, Rezoning Three Parcels of Property at 801 Dalton Street from Business and Commerce (B-C) to Medium Industrial (I-M) (Closed Record)
11. Ordinance No. 2024-10, Rezoning Approximately 366 Acres near Twin Bridges Road and State Highway 240 from Agricultural (AG) to Public Parks & Facilities (PPF) (Closed Record)
12. Ordinance No. 2024-11, Rezoning One Parcel of Property at 953 Jericho Court from Retail Business (C-2) to General Business (C-3) (Closed Record)
13. Ordinance No. 2024-12, Dedicating Public Street Right-of-Way for the South Orchard Subdivision

Resolutions - Adoption

14. Resolution No. 2024-34, Authorizing a Seventh Amendment to the Landfill Gas- to-Fuel Project Agreement
15. Resolution No. 2024-40, Authorizing a Local Agency Haul Road/Detour Agreement with the Washington State Department of Transportation for the SR-240 Widening Project between Stevens Drive and Hagen Road
16. Resolution No. 2024-41, Authorizing a Consultant Agreement with Analytical Resources, LLC for Groundwater Monitoring Laboratory Services for the Horn Rapids Landfill
17. Resolution No. 2024-42, Authorizing Change Order No. 2 to the Stevens Drive Pavement Preservation Project Contract
18. Resolution No. 2024-43, Authorizing a Third Amended and Restated Interlocal Agreement for Benton County Emergency Services
19. Resolution No. 2024-44, Authorizing \$176,100 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2024
20. Resolution No. 2024-45, Authorizing an Internet Crimes Against Children Memorandum of Understanding with the Seattle Police Department

Items - Approval

21. Appointment to the Arts Commission: Nathan Reynolds and Gemma Ponte
22. Appointment to the Code Enforcement Board: Skye White
23. Appointment to the Economic Development Committee: Richard French and Thea Hall

24. Appointment to the Personnel Committee: Danny Lowe

Expenditures - Approval

25. Expenditures from February 1, 2024 to February 29, 2024 for \$28,290,315.73 including Travel Checks Nos. 20468-20484, Accounts Payable Check Nos. 320097-320852, Accounts Payable Wire Nos. 9918-9965, Payroll Wires & ACH Nos. 13832-13900, Payroll Direct Deposit & Check Nos. 219054-220808, and Pension Check Nos. 6680-6702

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Items of Business

26. Ordinance No. 2024-13, Amending Richland Municipal Code Section 13.06.400 regarding Ambulance Utility Service Fees

With the use of a PowerPoint presentation, Fire Chief Huntington described the utility fee increase proposed for June 1, 2024. As part of the overall funding approach to the staffing and operation of the new fire station in the Badger Mountain South community on Trowbridge Blvd., staff is recommending an increase in ambulance utility fees from the current daily rate of \$0.3288 (\$10.00 monthly equivalent) to \$0.3771 (\$11.47 monthly equivalent). The ambulance transport fee and per-mile rate will remain unchanged, and will be evaluated in 2025.

On May 9, 2023, the proposed rate increase was reviewed and endorsed by the Utility Advisory Committee. Staff delayed bringing the recommendation forward in 2023 due to uncertainty about changes to Ground Emergency Medical Transportation (GEMT) program funding, and the associated potential rate impacts. Although the GEMT funding issue is still being worked through at the legislative level, the City anticipates manageable impacts on the EMS utility should the proposed changes take effect.

The proposed Medical Utility rate increase is an important part of the overall management strategy for the Medical Utility Fund and the operating budget for Fire Station No. 76. The rates are still competitive in comparison to neighboring jurisdictions Kennewick and Pasco.

City Council engaged in a question-and-answer session with Chief Huntington. Mayor Pro Tem Kent asked for a reminder why the cost of staffing Fire Station No. 76 is not included in the General Fund budget. Chief Huntington advised that four (4) of the positions for Fire Station No. 76 are funded by the General Fund, and the remainder are through this funding increase recommended by the Utility Advisory Committee. Chief Huntington further advised that more information will be available when he debriefs City Council on

the regional Standards of Cover Study that was recently conducted.

Councilmember Jones shared her understanding that the country was seeing an increase in fires based on batteries from electric cars and electric bikes. Councilmember Jones asked for data related to increased fires and whether a study has been done to assist in crafting a response to this issue. Chief Huntington advised that lithium battery fires are an emerging issue in the industry, and that it is too soon to know the full extent of the impacts. Chief Huntington did share that costs associated with fire response in general have increased exponentially, and that the response and clean-up efforts related to lithium battery fires are significantly more hazardous, and therefore more extensive, than typical fire events.

City Manager Amundson followed up on Mayor Pro Tem Kent's question regarding staffing Fire Station No. 76 with General Fund monies by describing the competing services that are required to also be funded by the General Fund (police, fire, parks, development services, etc.). Where possible, the City will utilize multiple revenue sources and allocate to the appropriate utility to free up General Fund dollars for competing and equally important city services.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2024-13, AMENDING RICHLAND MUNICIPAL CODE SECTION 13.06.400 REGARDING AMBULANCE UTILITY SERVICE FEES, FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson shared that the Richland Public Library has a new free app available on iPhone and Android that provides a great customer experience. In addition, City Manager Amundson encouraged City Council to sign the thank-you cards he is circulating to thank the region's elected state representatives for their efforts during the last legislative session.

City Council

Councilmember Lukson shared information about the first day of Spring, including the fact that it was a day early in 2024 because 2024 is a leap year. Councilmember Lukson also shared that the wine tourism industry is expected to expand by approximately 13% over the next decade.

In response to Councilmember Lukson's wine industry comment, Mayor Pro Tem Kent shared that more people are also enjoying mocktails, so potential exists to expand that tourism element. Mayor Pro Tem Kent built on City Manager Amundson's comments

regarding the Richland Public Library's new app designed to help connect citizens to activities in the region, check out library books and extend holds. Mayor Pro Tem Kent also gave kudos to Deputy City Manager Schiessl for presenting the City's 2024-2026 Strategic Plan to the Richland Public Library Board of Trustees.

Councilmember VanDyke shared that the Hanford Communities Governing Board is meeting on March 21, 2024, and that the annual Chamber of Commerce Awards Banquet is being held on March 20, 2024. On Monday, March 25, 2024, Councilmember VanDyke will participate in Planning Commission candidate interviews. Councilmember VanDyke also shared a brief overview of the topics of discussion at the ECA conference last week, and mentioned that the conference will be coming to Richland. Finally, Councilmember VanDyke asked for an update on the challenges related to homelessness.

Councilmember Jones thanked Public Works Director Pete Rogalsky for taking the time to educate her on how to best serve as an effective member on the board of the Benton-Franklin Council of Governments. Next, Councilmember Jones shared that a bike and pedestrian planning open house will be held on March 21, 2024 for citizens to share input.

Councilmember Whitten thanked everyone who applied to join the Richland Arts Commission and welcomed those who were appointed on tonight's agenda. Councilmember Whitten also congratulated Sky White for her reappointment to the Code Enforcement Board. Councilmember Whitten then thanked RPD Officer De La Riva for the ride-along last Friday.

Councilmember Maier agreed with Councilmember Whitten on his compliments of Sky White on the Code Enforcement Board. Next, Councilmember Maier shared his opinion that the answer to Camo Dave is to construct a second ADA accessible gazebo.

Mayor

Mayor Richardson had no comments.

Adjournment

Mayor Richardson adjourned the meeting at 8:16 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, March 26, 2024

Richland City Hall ~ Council Chambers

625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Richardson called the Council workshop to order at 6:00 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Absent
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Public Works Director Rogalsky, Development Services Director Jensen, Finance Director Allen, and City Clerk Rogers.

Agenda Items

1. Landfill Partnership

Public Works Director Rogalsky provided an update on the potential regional partnership for the Horn Rapids landfill. Since the November 21, 2023 City Council meeting, staff has engaged in discussions with a potential partner and has confirmed the feasibility of such a partnership. Through a detailed PowerPoint Presentation, Public Works Director Rogalsky provided an overview of the solid waste partnership opportunity, low environmental contamination risk, landfill capacity, and renewable natural gas production.

The discussions with the potential regional partner and the City yielded several priorities, including environmental liability, securing disposal capacity, and maintaining competitive rates, and a minimum commitment of a 20-year agreement. The City emphasized up-front cost recovery, the ability to supply promised disposal capacity, sufficient revenue to justify a long-term capacity, and the maintenance of authority over the site and future capacity.

Preliminary figures were exchanged with the potential partner, and the next steps involve detailed negotiations and the analysis of the agreement's value.

Following the presentation, Council engaged in a question-and-answer session with staff. Questions included topics such as landfill expansion beyond the fifty-year capacity, shorter term agreement, risk analysis, insurance coverage for liabilities, waste acceptance criteria,

and rate stability for customers. Mayor Richardson commended Public Works Director Rogalsky for his work.

2. Marketing of 24 Lawless Drive (City-Owned Surplus Property)

Economic Development Manager Wallner stated the 6-acre property located at 24 Lawless Drive was transferred to the City by the Department of Transportation (DOT). The proceeds from the sale are earmarked to support the Public Works Department. The Economic Development Committee will be facilitating the process to manage the surplus property.

The site is designated for Commercial Development (C-2), allowing for ground-level or general commercial development such as retail or specialty stores, with the possibility of residential units on the second floor. The zoning designation was determined following a study conducted by AHBL, which took into account the zoning and uses of adjacent properties, as well as the property's proximity to the highway.

Economic Development Wallner stated that should Council decide that the property is surplus to the City's needs, staff would commence the marketing for sale. She further stated that despite a set process for declaring property surplus, she was interested in knowing if Council had any specific preferences for how to achieve this in order to tailor the Request for Proposal (RFP). Economic Development Manager Wallner concluded her presentation by outlining the details of the surplus and RFP process.

Following the presentation, Council engaged in a question-and-answer session with staff. Questions included clarification on focused areas of the traffic impact study and specific requirements of the study, intersection improvements, and impacts to the existing bike trail. Council also offered suggestions for potential property development and uses.

3. 2024 Legislative Session Recap

City Manager Amundson informed Council that recaps of the legislative update will be postponed due to Deputy City Manager Schiessl's absence. Both he and Energy Services Director Whitney are returning from a meeting with Bonneville Power Administration (BPA) to address a number of energy concerns. The recap will be provided at a later date.

Next, City Manager Amundson encouraged Council visit the Association of Washington Cities' (AWC) website to register for a Legislative Session recap webinar on April 11, 2024.

Closing Comments

Mayor Richardson encouraged Councilmembers to participate in the Fire Ops 101 program, which is offered once annually by local International Association of Fire Fighters (IAFF) affiliates. Elected officials are invited to experience the time sensitive, technically demanding, and labor-intensive duties of fire fighters and paramedics. Mayor Richardson commented that you'll depart with a greater appreciation of their daily responsibilities and contributions.

Next, Mayor Richardson encouraged Councilmembers to attend a Therapeutic Court graduation ceremony. The three (3) types of Therapeutic Courts: Mental Health, Veterans, and Recovery. She invited Councilmembers interested in learning more to reach out to her for further details.

Adjournment

Mayor Richardson adjourned the meeting at 7:00 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-13, Amending Richland Municipal Code Section 13.06.400 regarding Ambulance Utility Service Fees

Department/Office
Fire & Emergency Services

Ordinance/Resolution Number:
2024-13

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-13, amending Richland Municipal Code Section 13.06.400 to increase the daily ambulance utility rate from \$0.3288 per day to \$0.3771 per day.

Summary:

As part of the overall funding approach to the staffing and operation of the new fire station in the Badger Mountain South community on Trowbridge Blvd., staff is recommending an increase in ambulance utility fees from the current daily rate of \$0.3288 (\$10.00 monthly equivalent) to \$0.3771 (\$11.47 monthly equivalent), effective June 1, 2024. The ambulance transport fee and per-mile rate will remain unchanged, and will be evaluated in 2025.

On May 9, 2023, this rate increase was reviewed and endorsed by the Utility Advisory Committee. Staff delayed bringing this recommendation forward in 2023 due to uncertainty about changes to the Ground Emergency Medical Transportation (GEMT) program funding, and the associated potential rate impacts. Although the GEMT funding issue is still being worked through at the legislative level, the City anticipates manageable impacts on the EMS utility should the proposed changes take effect.

The proposed Medical Utility rate increase is an important part of the overall management strategy for the Medical Utility Fund and the operating budget for Fire Station No. 76.

First reading was given to Ordinance No. 2024-13 on March 19, 2024.

Staff recommends approval of Ordinance No. 2024-13 for second reading and passage.

Fiscal Impact: The monthly ambulance utility rate will increase from \$0.3288 per day to \$0.3771 per day, which will generate approximately \$565,000 in annual revenue.

Attachments:

I. Ordinance No. 2024-13

ORDINANCE NO. 2024-13

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 13.06.400
RELATED TO THE DAILY AMBULANCE UTILITY FEE.**

WHEREAS, since 1976, the City of Richland has provided emergency transport service to Richland citizens; and

WHEREAS, Richland City Council is authorized by RCW 35.21.766, RCW 35.27.370(15), and Chapter 13.06 of the Richland Municipal Code to set fees, rates, and charges to support an ambulance utility, emergency medical services (EMS), and ambulance transport service; and

WHEREAS, the current ambulance transport fee of \$1,042 for Richland residents, \$1,563 for non-residents, and the per-mile rate of \$14 were set by Richland City Council on September 6, 2022; and

WHEREAS, the current daily service fee of \$0.3288 (\$10 monthly equivalent) was set by Richland City Council on November 21, 2023; and

WHEREAS, a three-year funding approach was developed to support staffing of Fire Station No. 76 that consists of both general and medical utility funds, including a \$0.0483 (\$1.47 monthly equivalent) increase to the daily service fee in the first year; and

WHEREAS, the ambulance transport fee and per-mile rate will remain unchanged; and

WHEREAS, to execute the funding strategy developed to support Fire Station No. 76, the daily service fee increase will go into effect on utility bills generated on or after June 1, 2024, raising the total fee amount from \$0.3288 per day to \$0.3771 per day, which equates to \$11.47 monthly.

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

Section 1. Richland Municipal Code Section 13.06.400, entitled Charges established, as first enacted by Ordinance No. 28-06, and last amended by Ordinance No. 2023-28, is hereby amended to read as follows:

13.06.400 Charges established.

The daily ambulance utility fee shall be as follows effective for utility bills generated on or after ~~December 1, 2023~~ June 1, 2024:

User Classification	Rate
Residential	\$0.3288 <u>\$0.3771</u> per day – per unit
Multifamily Residences	\$0.3288 <u>\$0.3771</u> per day – per unit
Adult Family Homes*	\$0.3288 <u>\$0.3771</u> per day – per facility

User Classification	Rate
Assisted Living Facilities*	\$0.3288 <u>\$0.3771</u> per day – per facility
24-Hour Nursing Facilities*	\$0.3288 <u>\$0.3771</u> per day – per facility
Group Homes*	\$0.3288 <u>\$0.3771</u> per day – per facility
Physicians Clinics*	\$0.3288 <u>\$0.3771</u> per day – per facility
Schools*	\$0.3288 <u>\$0.3771</u> per day – per facility
Commercial/Business	\$0.3288 <u>\$0.3771</u> per day – per unit
City Public Areas	\$0.3288 <u>\$0.3771</u> per day – per parcel or area

Section 2. This Ordinance shall be published in the official newspaper of the City of Richland on April 7, 2024 and take effect on June 1, 2024.

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 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 19, 2024
Second Reading: April 2, 2024
Date Published: April 7, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-14, Amending the 2024 Budget in the General Fund to include Seattle Police Department Internet Crimes Against Children Pass-Through Funding

Department/Office
Police

Ordinance/Resolution Number:
2024-14

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-14, amending the 2024 Budget to provide for additional appropriations in the City's General Fund resulting from ICAC pass-through funding from the Seattle Police Department.

Summary:

The Seattle Police Department (SPD) receives funding to support the investigation and prosecution of Internet Crimes Against Children (ICAC) crimes. The Richland Police Department is a member of the ICAC Task Force and a recipient of shared funding from SPD. The 2024 funds are intended to help cover the costs of RPD ICAC overtime, travel/training, equipment, and software for the Richland Police Department to use in ICAC investigations. The funding will not exceed \$25,000.

The terms and conditions surrounding receipt of this funding is contained in a Memorandum of Understanding (MOU) between the City of Richland and the Seattle Police Department, the term of which is January 1, 2024 to September 30, 2024. The MOU is also on tonight's agenda for Council approval. See Resolution No. 2024-45.

A budget amendment is necessary to accept and appropriate the ICAC grant funds received by RPD for use. First reading of Ordinance No. 2024-14 was given on March 19, 2024.

Staff recommends approval of Ordinance No. 2024-14 for second reading and passage.

Fiscal Impact: Pass-through funds total \$25,000 and will be spent as detailed in the 2024 MOU with the Seattle Police Department (see Resolution No. 2024-45).

Attachments:

I. Ordinance No. 2024-14

ORDINANCE NO. 2024-14

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2024 BUDGET TO PROVIDE FOR ADDITIONAL
APPROPRIATIONS IN THE CITY'S GENERAL FUND.**

WHEREAS, on November 21, 2023, Richland City Council passed Ordinance No. 2023-29 approving the 2024 Budget; and

WHEREAS, the Seattle Police Department (SPD) is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force; and

WHEREAS, SPD receives funding to support investigations and prosecution of ICAC crimes, and shares this funding with participating Task Force members such as the Richland Police Department (RPD) to further the mission of the Task Force; and

WHEREAS, SPD, as Lead Agency for the Washington State ICAC Task Force, will provide to RPD state pass-through funds in an amount not to exceed \$25,000 to be used to support RPD's ICAC overtime, travel and training, and equipment and software necessary for ICAC investigations; and

WHEREAS, no funds were appropriated in the 2024 Budget in the General Fund for state pass-through funds.

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

Section 1. Amendment of the 2024 Budget. The 2024 Budget is hereby amended to provide additional appropriations in the General Fund from the Seattle Police Department as follows:

General Fund

Current Appropriation:	\$ 77,158,307
Increase in Appropriation:	<u>\$ 25,000</u>
Amended Appropriation:	<u>\$ 77,183,307</u>

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 19, 2024
Second Reading: April 2, 2024
Date Published: April 7, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 4 - Quality of Life

Subject:

Ordinance No. 2024-15, Amending Richland Municipal Code Title 9: Related to Trespass - First Degree

Department/Office
City Attorney

Ordinance/Resolution Number:
2024-15

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-15, amending RMC Title 9: Crime related to Trespass - First Degree.

Summary:

The City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of the community. Under its general police powers, the City of Richland has occasion to prohibit individuals from entering dwellings or other structures when the buildings are, by law, uninhabitable due to lack of electrical or water service. However, RCW 9.06.070, as currently written, provides a legal loophole that limits the City's authority to enforce actions that are in the best interest of the health, safety and general welfare of the community. Staff offers the proposed amendment to RMC 9.060.070 to bring the language of Trespass – First Degree into conformance with other municipal codes and the Revised Code of Washington, 9A.52.070(1), and to eliminate the legal loophole.

Ordinance No. 2024-15 was given first reading on March 19, 2024.

Staff recommends approval of Ordinance No. 2024-15 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2024-15

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON AMENDING TITLE 9: CRIME OF THE RICHLAND MUNICIPAL CODE RELATED TO TRESPASS.

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

WHEREAS, under its general police powers, the City of Richland has occasion to prohibit individuals from entering dwellings or other structures when the buildings are, by law, uninhabitable due to lack of electrical or water service; and

WHEREAS, RCW 9.06.070, as currently written, provides a legal loophole that limits the City's authority to enforce actions that are in the best interest of the health, safety and general welfare of the community; and

WHEREAS, the proposed amendment will bring the language of Trespass – First Degree into conformance with other municipal codes and the Revised Code of Washington, 9A.52.070(1), and eliminate the legal loophole.

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

Section 1. Richland Municipal Code Section 9.06.070, entitled Trespass – First degree, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 02-13, is hereby amended as follows:

9.06.070 Trespass – First degree.

It is unlawful for any person to knowingly enter or remain, unlawfully, in a building ~~of another~~. For the purpose of this section, a person “enters or remains, unlawfully,” in a building ~~of another~~ when ~~he~~ the person is not then licensed, invited, or otherwise privileged to so enter or remain.

Trespass in the first degree shall be a gross 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 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 19, 2024
Second Reading: April 2, 2024
Date Published: April 7, 2024



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-46, Authorizing Award of Bid to ESF Development, LLC for the Sewer Lift Station Site Upgrades Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-46

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-46, authorizing the City Manager to sign and execute a construction contract with ESF Development, LLC in the amount of \$458,607.47 for the Sewer Lift Station Site Upgrades Project, and to execute change orders in an aggregate amount not to exceed \$50,000 as needed to fulfill the Project's intent.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes a fully-funded program titled the Sewer Collection System Renewal and Replacement Program. The Sewer Lift Station Site Upgrades project (the "Project") was developed to address deficiencies at some sites with respect to site security, employee safety, and operational resilience. The features of the Project include upgrading various existing sewer lift stations with fencing, lighting, electrical pump disconnect plugs and one natural gas generator. All project development and design work necessary to advance the Project to construction is complete.

Bids were solicited in accordance with the City's purchasing policies with two (2) bids received and opened on March 19, 2024. ESF Development, LLC submitted the lowest responsible bid of the two (2) bids received. The low bid was approximately ten percent (10%) higher than the engineer's estimate for the work. Staff recommends proceeding with the low bid proposal because the two bids received represent a sound competitive environment and sufficient funding is available to complete the Project.

The City's best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

Staff recommends adoption of Resolution No. 2024-46.

Fiscal Impact:

The 2024 Capital Improvement Plan (CIP) has funding approved with capacity of approximately \$2,250,000 in the Wastewater Collection System Fund. This budget allows for the full funding of the proposed Sewer Lift Station Site Upgrades project, which is estimated at \$558,533.57 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2024-46
2. Bid Tab: Sewer Lift Station Site Upgrades - ITB#24-0005
3. Vicinity Map

RESOLUTION NO. 2024-46

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO ESF DEVELOPMENT LLC
FOR THE SEWER LIFT STATION SITE UPGRADES PROJECT.**

WHEREAS, 2023-2028 Capital Improvement Plan (CIP) includes a fully funded program titled Sewer Collection System Renewal and Replacement Program; and

WHEREAS, the Sewer Lift Station Site Upgrades Project (the “Project”) involves upgrading various existing sewer lift stations with fencing, lighting, electrical pump disconnect plugs, and one (1) natural gas generator; and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies with two (2) bids received and opened on March 19, 2024; and

WHEREAS, ESF Development LLC submitted the lowest responsible bid of the two (2) bids received; and

WHEREAS, sufficient funding is available to complete the Project; and

WHEREAS, the City’s best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

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 construction contract with ESF Development LLC in the amount of \$458,533.57 for the Sewer Lift Station Site Upgrades Project, and to execute change orders in an aggregate amount not to exceed \$50,000 as needed to fulfill the Project’s intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 19, 2024	ITB #	24-0005
SEWER LIFT STATION SITE UPGRADES			

				ENGINEER'S ESTIMATE		ESF DEVELOPMENT, LLC WALLA WALLA, WA		POW CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BELLERIVE								
A1	Mobilization (All Schedules)	1.00	LS	\$40,000.00	40,000.00	27,777.00	27,777.00	62,750.00	62,750.00
A2	SPCC Plan (All Schedules)	1.00	LS	1,000.00	1,000.00	150.00	150.00	1,000.00	1,000.00
A3	Site Restoration (All Schedules)	1.00	LS	10,000.00	10,000.00	11,000.00	11,000.00	15,000.00	15,000.00
A4	Project Temporary Traffic Control (All Schedules)	1.00	LS	10,000.00	10,000.00	1,000.00	1,000.00	8,000.00	8,000.00
A5	Erosion Control and Water Pollution Prevention (All Schedules)	1.00	LS	10,000.00	10,000.00	700.00	700.00	1,000.00	1,000.00
A6	Meltric Plugs w/Disconnect Panel	1.00	LS	7,500.00	7,500.00	13,800.00	13,800.00	18,500.00	18,500.00
A7	Generator	1.00	LS	125,000.00	125,000.00	81,000.00	81,000.00	110,000.00	110,000.00
A8	Illumination system - roadway & pedestrian.	1.00	LS	10,000.00	10,000.00	9,500.00	9,500.00	12,500.00	12,500.00
A9	6 ft Chain Link Fence	207.00	LF	50.00	10,350.00	68.00	14,076.00	70.00	14,490.00
A10	14 ft Sliding Gate	1.00	EA	2,500.00	2,500.00	800.00	800.00	1,000.00	1,000.00
A11	4 ft Swing Gate	1.00	EA	1,500.00	1,500.00	340.00	340.00	500.00	500.00
SCHEDULE A - BELLERIVE SUBTOTAL				\$227,850.00		\$160,143.00		\$244,740.00	
8.7% SALES TAX				19,822.95		13,932.44		21,292.38	
SCHEDULE A - BELLERIVE TOTAL				\$247,672.95		\$174,075.44		\$266,032.38	
	SCHEDULE B - BRADLEY BLVD								
B1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	13,800.00	13,800.00	18,500.00	18,500.00
B2	Illumination System	1.00	LS	10,000.00	10,000.00	9,500.00	9,500.00	12,500.00	12,500.00
B3	6 ft Chain Link Fence	181.00	LF	50.00	9,050.00	68.00	12,308.00	70.00	12,670.00
B4	14 ft Sliding Gate	1.00	EA	2,500.00	2,500.00	800.00	800.00	1,000.00	1,000.00
B5	4 ft Swing Gate	1.00	EA	1,500.00	1,500.00	340.00	340.00	500.00	500.00
B6	10 ft Swing Gate	1.00	EA	2,000.00	2,000.00	570.00	570.00	750.00	750.00
SCHEDULE B - BRADLEY BLVD SUBTOTAL				\$32,550.00		\$37,318.00		\$45,920.00	
8.7% SALES TAX				2,831.85		3,246.67		3,995.04	
SCHEDULE B - BRADLEY BLVD TOTAL				\$35,381.85		\$40,564.67		\$49,915.04	
	SCHEDULE C - COLUMBIA PARK TRAIL								
C1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	13,800.00	13,800.00	18,500.00	18,500.00
C2	Illumination System	1.00	LS	10,000.00	10,000.00	9,500.00	9,500.00	12,500.00	12,500.00
C3	6 ft Chain Link Fence	165.00	LF	50.00	8,250.00	68.00	11,220.00	70.00	11,550.00
C4	14 ft Sliding Gate	1.00	EA	2,500.00	2,500.00	800.00	800.00	1,000.00	1,000.00
C5	4 ft Swing Gate	1.00	EA	1,500.00	1,500.00	340.00	340.00	500.00	500.00
SCHEDULE C - COLUMBIA PARK TRAIL SUBTOTAL				\$29,750.00		\$35,660.00		\$44,050.00	
8.7% SALES TAX				2,588.25		3,102.42		3,832.35	
SCHEDULE C - COLUMBIA PARK TRAIL TOTAL				\$32,338.25		\$38,762.42		\$47,882.35	

				ENGINEER'S ESTIMATE		ESF DEVELOPMENT, LLC WALLA WALLA, WA		POW CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE D - COLUMBIA POINT DRIVE									
D1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	13,800.00	13,800.00	18,500.00	18,500.00
D2	Illumination System	1.00	LS	10,000.00	10,000.00	9,500.00	9,500.00	12,500.00	12,500.00
D3	6 ft Chain Link Fence	201.00	LF	50.00	10,050.00	68.00	13,668.00	70.00	14,070.00
D4	14 ft Sliding Gate	1.00	EA	2,500.00	2,500.00	800.00	800.00	1,000.00	1,000.00
D5	4 ft Swing Gate	1.00	EA	1,500.00	1,500.00	340.00	340.00	500.00	500.00
D6	14 ft Double Swing Gate	1.00	EA	1,800.00	1,800.00	850.00	850.00	1,250.00	1,250.00
SCHEDULE D - COLUMBIA POINT DRIVE SUBTOTAL				\$33,350.00		\$38,958.00		\$47,820.00	
8.7% SALES TAX				2,901.45		3,389.35		4,160.34	
SCHEDULE D - COLUMBIA POINT DRIVE TOTAL				\$36,251.45		\$42,347.35		\$51,980.34	
SCHEDULE E -SUNDANCE ESTATES									
E1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	13,800.00	13,800.00	18,500.00	18,500.00
E2	Illumination System	1.00	LS	10,000.00	10,000.00	9,500.00	9,500.00	12,500.00	12,500.00
E3	6 ft CMU Fence	229.00	LF	75.00	17,175.00	335.00	76,715.00	430.00	98,470.00
E4	20 ft Sliding Gate	1.00	EA	3,000.00	3,000.00	11,000.00	11,000.00	15,000.00	15,000.00
E5	4 ft Swing Gate	1.00	EA	1,500.00	1,500.00	340.00	340.00	1,500.00	1,500.00
SCHEDULE E -SUNDANCE ESTATES SUBTOTAL				\$39,175.00		-		\$111,355.00	
8.7% SALES TAX				3,408.23		9,687.89		12,699.39	
SCHEDULE E -SUNDANCE ESTATES TOTAL				\$42,583.23		\$121,042.89		\$158,669.39	
SCHEDULE F - WATERFRONT									
F1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	12,800.00	12,800.00	18,500.00	18,500.00
SCHEDULE F - WATERFRONT SUBTOTAL				\$7,500.00		\$12,800.00		\$18,500.00	
8.7% SALES TAX				652.50		1,113.60		1,609.50	
SCHEDULE F - WATERFRONT TOTAL				\$8,152.50		\$13,913.60		\$20,109.50	
SCHEDULE G - DUPORTAIL									
G1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	12,800.00	12,800.00	18,500.00	18,500.00
SCHEDULE G - DUPORTAIL SUBTOTAL				\$7,500.00		\$12,800.00		\$18,500.00	
8.7% SALES TAX				652.50		1,113.60		1,609.50	
SCHEDULE G - DUPORTAIL TOTAL				\$8,152.50		\$13,913.60		\$20,109.50	
SCHEDULE H - MEADOW RIDGE									
H1	Meltric Plugs w/Disconnect Panel	1.00	LS	\$7,500.00	7,500.00	12,800.00	12,800.00	18,500.00	18,500.00
SCHEDULE H - MEADOW RIDGE SUBTOTAL				\$7,500.00		\$12,800.00		\$18,500.00	
8.7% SALES TAX				652.50		1,113.60		1,609.50	
SCHEDULE H - MEADOW RIDGE TOTAL				\$8,152.50		\$13,913.60		\$20,109.50	

				ENGINEER'S ESTIMATE		ESF DEVELOPMENT, LLC WALLA WALLA, WA		POW CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BELLERIVE				\$247,672.95		\$174,075.44		\$266,032.38
	SCHEDULE B - BRADLEY BLVD				35,381.85		40,564.67		49,915.04
	SCHEDULE C - COLUMBIA PARK TRAIL				32,338.25		38,762.42		47,882.35
	SCHEDULE D - COLUMBIA POINT DRIVE				36,251.45		42,347.35		51,980.34
	SCHEDULE E -SUNDANCE ESTATES				42,583.23		121,042.89		158,669.39
	SCHEDULE F - WATERFRONT				8,152.50		13,913.60		20,109.50
	SCHEDULE G - DUPORTAIL				8,152.50		13,913.60		20,109.50
	SCHEDULE H - MEADOW RIDGE				8,152.50		13,913.60		20,109.50
	GRAND TOTAL				<u>\$418,685.23</u>		<u>\$458,533.57</u>		<u>\$634,808.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-47, Authorizing a Purchase and Sale Agreement for Property at 550 and 560 Gage Boulevard for the Leslie Road - Gage Boulevard Intersection Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-47

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-47, authorizing the City Manager to sign and execute a Purchase and Sale Agreement and all other documents necessary to complete acquisition of the required property interests from Kadlec Regional Medical Center in support of the Leslie Road - Gage Boulevard Intersection Improvements Project.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes a project titled Citywide Sidewalk Repair and Americans with Disabilities Act Accessibility Program (the "Program"). The Program's highest priority project is to correct accessibility deficiencies at the intersection of Leslie Road and Gage Boulevard (the "Project"). Project completion requires property acquisitions from three private property owners. This proposed agreement represents successful negotiations for the second of the three properties.

Kadlec Regional Medical Center has property affected by the Project, and has agreed to terms allowing the City to acquire the necessary property rights. The City's compensation offer for the acquisition was based on a fair market valuation of the needed property interests as determined by a qualified appraiser, and the funds necessary to complete this transaction are available from the Program budget.

The City's best interests are served by acquiring the permanent non-exclusive public sidewalk easement from Kadlec Regional Medical Center to enable completion of the Project.

Staff recommends adoption of Resolution No. 2024-47.

Fiscal Impact: The 2023 Capital Improvement Plan approved \$234,000 for the Citywide Sidewalk Repair and ADA Accessibility Program. This budget included right-of-way acquisition within the project, and there is current capacity of approximately \$137,000 remaining, which is adequate to fully fund this \$32,300 acquisition under the proposed Purchase and Sale Agreement.

Attachments:

1. Resolution No. 2024-47
2. Draft Purchase and Sale Agreement

RESOLUTION NO. 2024-47

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR
PROPERTY LOCATED AT 550 AND 560 GAGE BOULEVARD.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a program titled Citywide Sidewalk Repair and Americans with Disabilities Act Accessibility Program (the “Program”); and

WHEREAS, the Program’s highest priority project is to correct accessibility deficiencies at the intersection of Leslie Road and Gage Boulevard (the “Project”); and

WHEREAS, the Project’s completion requires property acquisitions from several private property owners; and

WHEREAS, the City’s offered compensation for the acquisition is based on a fair market valuation of the needed property interests as determined by a qualified appraiser; and

WHEREAS, Kadlec Regional Medical Center has property affected by the Project, and has agreed to terms allowing the City to acquire the necessary property rights for this Project; and

WHEREAS, the funds necessary to acquire the property will be paid by the Program budget; and

WHEREAS, the City’s best interests are served by acquiring the permanent non-exclusive public sidewalk easement from Kadlec Regional Medical Center to enable completion of the Project.

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 purchase and sale agreement and all other documents necessary to complete the purchase of the required property interests from Kadlec Regional Medical Center in support of the Gage Boulevard and Leslie Road Intersection Improvements Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
Project-related Acquisition – Threat of Eminent Domain

Re: 550 and 560 Gage Blvd, Richland, WA; Parcel No. 125983012597002, 125983012597001

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **City of Richland**, a Washington municipal corporation (“Purchaser”), and **Kadlec Regional Medical Center**, a Washington Nonprofit Corporation (“Seller”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, a permanent non-exclusive public sidewalk easement, located at 550 and 560 Gage Blvd in the City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. The sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by an Easement (“**Easement**”) in substantially form attached hereto as **Exhibit B**, subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be **Thirty Two Thousand Three Hundred and NO/100 (\$32,300.00 RD)** (the “Purchase Price”) (\$27,700.00 for 1,629.4/sf of permanent easement and \$4,578.00 as payment for lawn, bushes, and sprinklers). The Purchase Price shall be paid by Purchaser to Seller in the form of a City warrant. The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Reserved.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Purchaser is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion, which shall occur on or before May 7, 2024. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of

approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections: (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement), and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either: (i) terminate this Agreement; or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Reserved.

5. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reserved.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is forty-five (45) days after the expiration or waiver of the Due Diligence Period. Purchaser shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including but not limited to, the Easement. As used herein, “Closing” or “date of Closing” means the date on which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Purchaser shall pay the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, deed or real property transfer taxes, and all Title Company’s escrow fees and charges.

7. Covenants, Representations and Warranties.

7.1. Seller’s Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days’ notice, without Purchaser’s prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser’s prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller’s past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller’s Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser’s election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) As of the Effective Date and as of the date of Closing, Seller is not person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

(b) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(c) Purchaser represents that it has sufficient funds to close this transaction.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller

may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to: (i) the cost to repair that portion of the Property so damaged by insured casualty; or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

10. Miscellaneous.

10.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Purchaser: City of Richland
Attn: Public Works Department
625 Swift Blvd., MS-26
Richland, Washington 99352
Phone: (509) 942-7500

Email: cdalessandro@CI.RICHLAND.WA.US

If to Seller:

Kadlec Regional Medical Center

888 Swift Blvd

Richland, WA 99352

Phone: _____

Email: _____

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party has reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

10.9. Counterparts. 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, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

10.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

10.11. Merger. The delivery of the Easement and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller

to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, 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, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the contract and all documents related thereto with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

SELLER(S)

Andrew Haslam,
Chief Real Estate Officer

Date

PURCHASER

Jon Amundson, ICMA-CM
City Manager

Date

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A
Legal Description of Subject Property

Gage-Leslie Intersection Improvements
Parcel 125983012597002, 125983012597001
SAINT STREET EASEMENT

A strip of land situated in a portion of Lot 1 and 2 of that Record of Survey 2597 recorded under Auditor's File Number 2001-032263 in Volume 1 of Short plats, Page 2597, records of Benton County, Washington, being a portion of the Southwest quarter of the Southwest quarter of Section 25, Township 9, North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 2 and the **True Point of Beginning**; Thence along said South line of Lot 1 and 2 and North margin of Gage Boulevard, North 89°21'53" East a distance of 285.11 feet; Thence North 77°08'31" West a distance of 23.51 feet; Thence Parallel to said South line of Lot 1 and 2, South 89°21'53" West a distance of 245.74 feet; Thence North 45°38'07" West a distance of 22.29 feet to the West line of said Lot 2 and East margin of Leslie Road; Thence along said West line of Lot 2 and East margin of Leslie Road, South 1°19'24" West a distance of 21.26 feet to the **True Point of Beginning**.

Exhibit B
Sidewalk Easement

WHEN RECORDED RETURN TO:

**City Surveyor
City of Richland
625 Swift Blvd. MS-26
Richland, WA 99352**

Portion of Parcel No. 1-2598-301-2597-001, 1-2598-301-2597-002

SIDEWALK EASEMENT

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KADLEC REGIONAL MEDICAL CENTER**, a Washington non-profit corporation (“Grantor”), grants and conveys to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), a perpetual easement in, upon, over, under, across and through the following property situate in the County of Benton, State of Washington, under the threat of the Grantee’s exercise of its right of eminent domain described as follows:

A strip of land situate in a portion of Lot 1 and 2 of that Record of Survey 2597 recorded under Auditor’s File Number 2001-032263 in Volume 1 of Short plats, Page 2597, records of Benton County, Washington, being a portion of the Southwest quarter of the Southwest quarter of Section 25, Township 9, North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, being more particularly described as follows;

Commencing at the Southwest corner of said Lot 2 and the **True Point of Beginning**;

Thence along said South line of Lot 1 and 2 and North margin of Gage Boulevard, North 89°21’53” East a distance of 285.11 feet;

Thence North 77°08’ 31” West a distance of 23.51 feet;

Thence Parallel to said South line of Lot 1 and 2, South 89° 21’ 53” West a distance of 245.74 feet;

Thence North 45° 38’ 07” West a distance of 22.29 feet to the West line of said Lot 2 and East margin of Leslie Road;

Thence along said West line of Lot 2 and East margin of Leslie Road, South 1° 19’ 24” West a distance of 21.26 feet to the **True Point of Beginning**.

See Exhibit “A” (the “Easement Area”).

Page 1

PURPOSE/GRANT: Said easement shall be for the purpose of constructing, reconstructing, repairing, improving, replacing, operating and maintaining a public sidewalk and all related facilities with full right to go upon said premises at any time for such purposes. Allowed improvements include, but are not limited to, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, facilities, and signals for traffic and pedestrian.

Conditions:

1. **Authorized Uses.** The Easement Area shall be used as right-of-way by the public for walking, jogging, running, bicycling, skating, or other pedestrian travel. No motor vehicle access is allowed with the exception of disability-accommodating motorized vehicles. Grantee is authorized to utilize such additional width as may be necessary for the temporary placement of excavated materials during construction and maintenance operations.
2. **Access.** Grantee is solely responsible for controlling public access to the Easement Area and may close the Easement Area consistent with Grantee's treatment of other sidewalk closures within its jurisdiction. Grantor is not authorized to block, barricade, obstruct or otherwise close the Easement Area.
3. **Easement Area Clearing & Maintenance.** The easement includes the right, but not the obligation, to trim brush and trees, clear snow, and ice, and address any other physical obstacle(s) located in the Easement Area that may interfere with the construction, maintenance and operation of the public sidewalk. Removal may be carried out by Grantee on a continuing basis by any reasonable and prudent means. Notwithstanding the foregoing, Grantee, at its expense, shall be responsible for the maintenance, repair and replacement of the public sidewalk. Grantor shall have no responsibility for any such maintenance, repair or replacement.
4. **Restoration.** Grantee shall promptly, at its expense, repair and restore to its pre-existing condition any portion of the property damaged or destroyed as a result of Grantee exercising any of its rights under the easement.
5. **Grantor's Use of Easement Area.** Grantor may use the Easement Area for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation, access and/or maintenance of facilities.
6. **Assignment.** The easement and this instrument shall be a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of both parties. The easement shall include the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement.
7. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting solely from or related to Grantee's use of this easement; provided, however, the

foregoing indemnity and hold harmless shall not apply to third party injuries due to Grantor's negligence.

8. **Grantor's Warranty.** Grantor warrants title to the rights granted herein. Grantor further covenants that Grantor is the sole owner of the property over which this easement is granted, that Grantor has the lawful right to convey this easement interest, and that the property is free and clear of encumbrances, except as agreed to by Grantee.
9. **Termination.** The rights herein granted shall continue until such time as Grantee terminates such rights by written instrument. Any improvements not removed by Grantee within one (1) year of termination shall become the property of Grantor.
10. **Public Enters at Own Risk.** Use of any portion of the Easement Area by members of the general public is at their own risk. Neither Grantee nor Grantor, by executing this document, assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the public sidewalk; or any unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Easement Area to public access when unsafe conditions may be present

[Signature Pages to Follow]

GRANTOR – KADLEC REGIONAL MEDICAL CENTER,
a Washington non-profit corporation

By: _____
Andrew Haslam
Title: Chief Real Estate Officer

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Andrew Haslam**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his/her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

Signature

Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

GRANTEE – City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson, ICMA-CM
City Manager

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

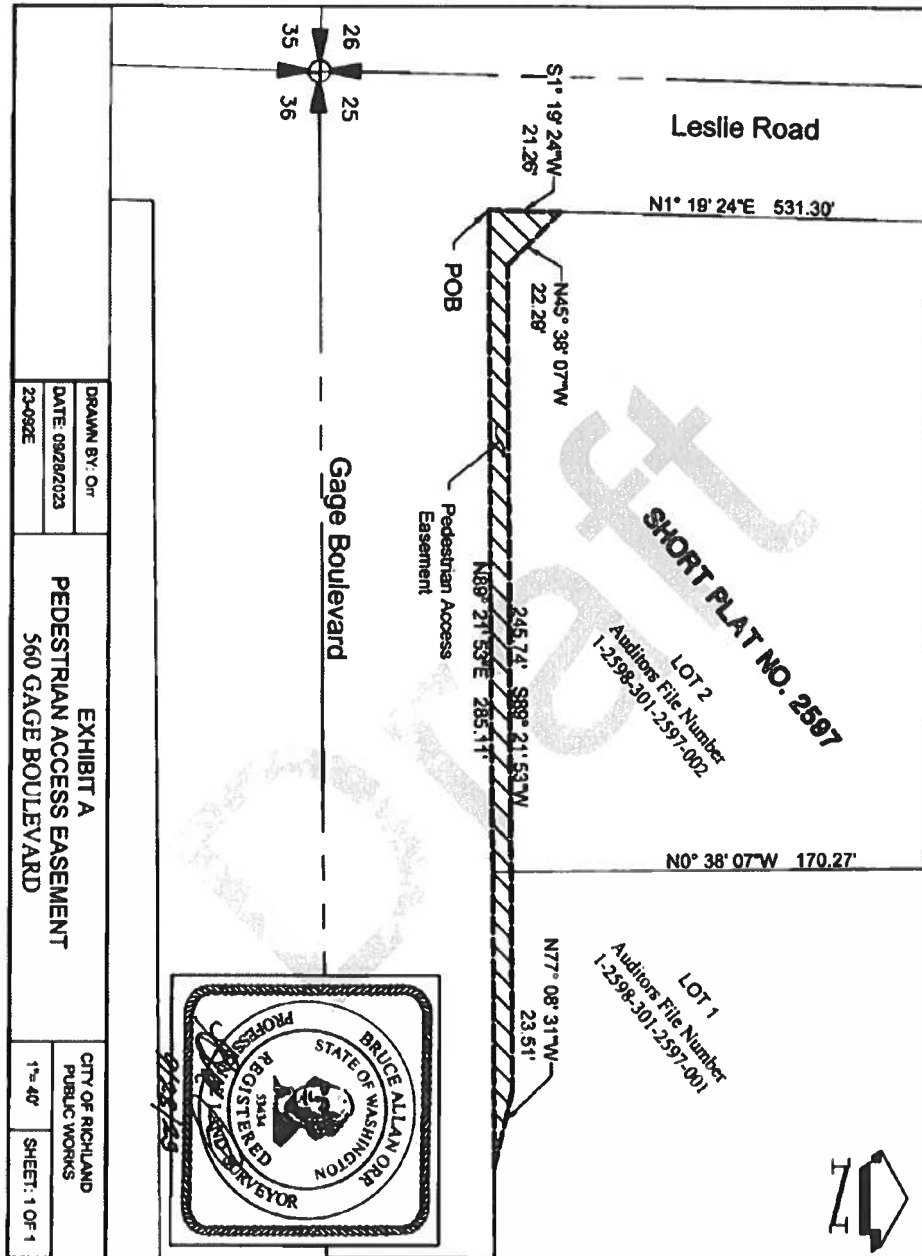
On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, Richland City Manager**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

Signature

Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-48, Authorizing a Consultant Agreement with Parametrix, Inc. for 2024 Landfill Environmental Monitoring Services

Department/Office
Public Works

Ordinance/Resolution Number:
2024-48

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-48, authorizing the City Manager to sign and execute a consultant agreement with Parametrix, Inc. for environmental monitoring services at the Horn Rapids Landfill for calendar year 2024.

Summary:

Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"). The City utilizes environmental engineering consulting services and consulting analytical laboratory services to achieve compliance with its regulatory obligations. In 2017, the City of Richland and Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order") to define and expand the scope of environmental monitoring for the Landfill.

More than (10) years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process complying with the City's purchasing policies. Parametrix, Inc. has completed several groundwater monitoring reports for the Landfill, and participated in development and execution of the terms of the Agreed Order and required Work Plan. Parametrix Inc.'s long experience supporting the City's complex environmental issues at the Landfill provides the City with unique value not easily replicated by another consultant. In 2019, the City Manager waived the competitive procurement process for these services in accordance with RMC 3.04.060.

Since 2011, the City has operated a landfill gas collection and disposal system at the Landfill that requires regular monitoring and operations tuning. Parametrix Inc. has performed, and is well-suited to perform, analysis of the landfill gas collection system, and to advise staff of required tuning adjustments. Parametrix Inc.'s consultation on the landfill gas system is work performed by staff with similar expertise to the landfill environmental monitoring work, thus the competitive process waiver applies to this work as well.

The City again has need for consultant services to complete its required environmental monitoring and landfill gas system oversight for 2024. The proposed contract with Parametrix, Inc. will provide these services at the best available value to the City.

Staff recommends adoption of Resolution No. 2024-48.

Fiscal Impact:	The Solid Waste Utility budgets for environmental monitoring services within its operating budget each fiscal year to allow for the full funding of this required service contract. The 2024 Solid Waste Disposal operating budget has adequate capacity for this annual service contract, whose costs will not exceed \$212,552.89.
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Attachments:

1. Resolution No. 2024-48
2. Draft Parametrix Consultant Agreement

RESOLUTION NO. 2024-48

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON AUTHORIZING A CONSULTANT AGREEMENT WITH PARAMETRIX, INC. FOR 2024 LANDFILL ENVIRONMENTAL MONITORING SERVICES.

WHEREAS, Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"); and

WHEREAS, the City utilizes environmental engineering consulting services and consulting analytical laboratory services to achieve compliance with its regulatory obligations; and

WHEREAS, in 2017, the City of Richland and Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order") to define an expanded scope of environmental monitoring for the Landfill; and

WHEREAS, more than ten years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process complying with the City's purchasing policies; and

WHEREAS, Parametrix, Inc. has completed many groundwater monitoring reports for the Landfill, and participated in consultant meetings with Ecology and the Benton-Franklin Health District to negotiate the terms of the Agreed Order and required Work Plan; and

WHEREAS, Parametrix, Inc.'s long experience supporting the City's complex environmental issues at the Landfill provide the City with unique efficiencies not easily replicated by another consultant; and

WHEREAS, in 2019, the City Manager waived the competitive procurement process for these services in accordance with RMC 3.04.060; and

WHEREAS, since 2011, the City has operated a landfill gas collection and disposal system at the Landfill that requires regular monitoring and operational tuning; and

WHEREAS, Parametrix, Inc. has performed, and is well-suited to perform, analysis of the landfill gas collection system, and to advise staff of required tuning adjustments; and

WHEREAS, Parametrix, Inc.'s consultation on the landfill gas system is performed by staff with similar expertise to the landfill environmental monitoring work, thus the competitive procurement process waiver also applies to this work; and

WHEREAS, the Solid Waste Utility Fund has budget capacity sufficient to fund contracting with Parametrix, Inc. to provide the annual environmental monitoring, sampling, landfill gas collection support, and reporting services; and

WHEREAS, the City’s best interests are served by authorizing a consultant agreement with Parametrix, Inc.

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 Parametrix, Inc. for environmental monitoring, sampling, landfill gas collection system support, and reporting services for the Horn Rapids Landfill for calendar year 2024.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****2024 Landfill Environmental Monitoring Services**

This Agreement is entered into this _____ day of April, 2024 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 719 2nd Ave, Ste. 200, Seattle, WA 98104. **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.
 4. ☐ Exhibit B: Solicitation No. _ proposal response submitted by Consultant dated .
 5. ☒ Additional Documents – Fee Proposal.

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 April 30, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 30, 2025.

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 Twelve Thousand Five Hundred Fifty-Two Dollars and Eighty-Nine Cents (\$212,552.89)**, 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

- 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.

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

Contact Name: Parametrix, Inc.
Name of Firm: Jenifer Young
Address: 719 2nd Ave., Ste. 200
Address: Seattle, WA 98104
Email: jyoung@parametrix.com
Phone Number: (206) 394-3700

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

EXHIBIT A: Detailed Scope of Work

See Attached

Draft

Scope of Work

CITY OF RICHLAND HORN RAPIDS LANDFILL 2024 ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES

Parametrix has developed this scope of work for engineering services, conducting environmental monitoring, and preparing environmental monitoring reports for 2024, as requested by the City of Richland Public Works Department (City). The environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*. The work will be conducted beginning March 1, 2024 and will be completed by April 30, 2025.

Task 01 - Quarterly Groundwater, Leachate Pond, and Lysimeter Sampling

Objective:

Provide one personnel to conduct four quarterly groundwater sampling events during 2024 (March, June, September, December) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

2024 monitoring includes collecting groundwater samples quarterly, leachate pond and condensate pond leak detection sump samples annually (if water is present), and lysimeter samples annually (if leachate is present). The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. One new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased and installed in the event that one of the existing groundwater pumps fails, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to laboratory for analysis.
- Servicing of eleven dedicated pumps and redevelopment of one monitoring well.

Assumptions:

- Each quarterly field event will be conducted during two field days. One Parametrix field technician will conduct the sampling events. Sampling and analysis will be conducted in accordance with the Quality Assurance Project Plan. Each sampling event will include 10 hours of travel including transport of samples to the laboratory, and up to three overnight stays.
- Samples will be collected quarterly at eleven groundwater wells. One field duplicate will be collected each quarter. Samples will be analyzed for WAC 173-351 Appendix I and II parameters and RSK parameters (methane, ethane, and ethene).
- Samples of leachate from one lysimeter will be collected (if present) during the third quarter and analyzed for WAC 173-351 Appendix I and II parameters, if adequate volume is available. The City will provide

personnel trained for groundwater sampling and confined lysimeter vault entry to check the ports and assist in sample collection.

- The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. Samples from the leachate pond and condensate pond leak detection sumps will be collected (if present) during the first instance that liquid is encountered with volume adequate for sampling. Sampling will only occur once per year and samples will be analyzed for WAC 173-351 Appendix I and II parameters. Parametrix will design and construct site-specific sampling devices to conduct the water level monitoring and sampling.
- One leachate sample will be collected from the leachate pond during the First Quarter.
- Samples will be analyzed in the field for pH, specific conductivity, temperature, DO, and ORP using a portable meter.
- Samples will be transported by hand to an analytical laboratory identified by the City (currently Eurofins TestAmerica in Tacoma, Washington).
- Nitrate samples will be transported to Energy Northwest in Richland, Washington for testing due to their short 48-hour holding time.
- The analytical laboratories will be under direct contract to the City.
- Estimated costs include a budget for miscellaneous parts for maintenance in the field of the Grundfos electrical submersible dedicated pumps. In the event that maintenance cannot be conducted in the field, we have included costs for maintenance of one of the pumps at the repair shop (\$500), and as a contingency, the purchase of one new Grundfos electrical submersible dedicated pump and assembly (\$9,000 each) if an existing pump is found not to be serviceable.

Task 02 - Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2024 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second, and Third quarters in the general format previously used by Parametrix during 2023. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2024 (three copies and PDF via Parametrix ftp site). The final reports will be submitted within 60 days after receipt of the quarterly analytical data. The data will be submitted to Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final quarterly report.

Assumptions:

- Data will be prepared for eleven groundwater samples, one field duplicate groundwater sample, one lysimeter leachate sample, one leachate pond sample, and one underdrain sump sample for each of the leachate pond and condensate pond (WAC 173-351 Appendix I and II parameters).
- The quarterly reports will include the landfill gas probe monitoring data collected by the City as described in Task 04.
- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.
- One hard copy of each final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 03 – Annual Environmental Monitoring Report**Objective:**

Prepare annual report documenting the results of the four quarterly 2024 groundwater and gas probe monitoring events and the annual lysimeter leachate and leachate pond sampling events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351* WAC (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare annual report summarizing the data collected during 2024, in the general format previously used during 2022. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's EIM database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Annual Report for 2024 (three copies and PDF via Parametrix ftp site). The final report will be submitted by April 1, 2024. The data will be submitted to the Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final annual report.

Assumptions:

- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.

- One hard copy of the final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 04 –Landfill Operations and Landfill Gas Support

Objective:

Provide continuing landfill engineering and operations support services from March 2024 through March 2025. Pine Creek has assumed operation of the gas extraction system and flare, and the City continues to conduct perimeter landfill gas probe monitoring.

Approach:

This task will include the following activities:

- Coordinate with Pine Creek regarding operation of gas-to-energy system. This work is assumed to require 4 hours/month. Additional time and travel expenses are included for two field visits (8 hours).
- Review and tabulate quarterly landfill gas probe data provided by the City.
- Parametrix will prepare the Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT). This work will also include third-party verification per the Washington State Department of Ecology Cap and Invest Third Party Emissions Verification which became effective for landfills for the calendar year 2023 emissions calculations (reported in 2024). SCS Engineers, as a subconsultant to Parametrix, will perform the third-party verification as per the attached scope provided by SCS. This work is assumed to require 24 hours.
- Prepare the 2024 semi-annual and annual Title V Reports in accordance with the Horn Rapids Title V Air Operating Permit (AOP). This will include the development of new forms to satisfy reporting criteria contained in the AOP as well as coordination with City staff regarding operational requirements to satisfy permit conditions contained in the AOP.
- Provide plans, specifications, and construction support for the installation of monitoring and recording infrastructure required for compliance with 40 Code of Federal Regulations (CFR) Subpart XXX Section 60.766(c) to install, calibrate, maintain, and operate according to the manufacturer's specifications the following equipment:
 1. A heat sensing device, such as an ultraviolet beam sensor or thermocouple, at the pilot light or the flame itself to indicate the continuous presence of a flame.
 2. A device that records flow to the flare and bypass of the flare (if applicable). The owner or operator must:
 - i. Install, calibrate, and maintain a gas flow rate measuring device that records the flow to the control device at least every 15 minutes.
- Provide additional engineering and operations support as requested by the City up to the available budget.
- Update the 2012 Landfill Gas Collection System Operation and Maintenance Manual.
- Address Ecology and Health Department comments and finalize the draft Operations Plan (July 2023).
- Provide up to ten solid waste clearance determinations following the City-approved decision process and generator-prepared forms. Solid waste clearance determinations will be provided to the City and BFHD for concurrence or opportunity to advise.

- Update the tracking spreadsheet for the long-term documentation of waste generators, waste characterization information received, acceptance decision, and any special handling needs.

Deliverables:

This task will include the following deliverables:

- 2024 semi-annual and annual Title V Report (four copies and PDF via email) for the Horn Rapids Landfill gas system.
- Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT). A third-party verification statement, provided by SCS Engineers, will accompany the reporting documents.
- Contract documents for flare improvements and bid and construction support documentation. This will include one draft and one final bid document package.
- Solid waste clearance determinations for up to ten special waste disposal requests.
- Updates to tracking spreadsheet (MS Excel Workbook).
- Final Operations Plan.
- Draft and Final updated Landfill Gas Collection System Operation and Maintenance Manual.

Assumptions:

- Pine Creek will provide monitoring of the flare facility on a weekly basis and the entire active landfill gas system on a monthly basis.
- The City will provide monitoring data for the gas probes quarterly.
- The monitoring and recording task effort includes time for one site visit by a senior electrical engineer during design as well as two 8-hour days on-site during construction for a systems integrator to integrate the new monitoring and recording infrastructure. It is assumed that the installation of monitoring and recording equipment will be performed by an electrical contractor selected through a small works roster.
- The approved Horn Rapids Title V Air Operating Permit will be issued by BCAA within the 2024 calendar year.
- Waste clearance determinations are estimated to take 2 hours of staff time to review and ½-hour of quality control review time. The deliverable to the City and BFHD will be reviewed forms from the waste generators with a solid waste clearance determination. Further coordination with the waste generator and BFHD may require additional time.
- Parametrix accepts no liability regarding the acceptance of waste at the landfill and our role is limited to technical assistance in the process. This assistance is based solely on an objective application of solid and dangerous waste regulations to determine acceptability of waste.

Task 05: Air Operating Permit Review

Objective:

The draft Title V Operating Permit (Air Operating Permit [AOP]) for the Horn Rapids Landfill facility addressing criteria listed in the Air Operating Permit Regulation (173-401 WAC) criteria listed in 173-401-500(4) and (7) was issued on December 14, 2022 by the Benton Clean Air Agency (BCAA). Parametrix will assist the City in reviewing and responding to the permit comments before issuance and evaluating compliance requirements.

Approach:

- Review draft permit and provide responses to BCAA comments.
- Correspond with BCAA and attend permit review meeting if requested by BCAA.

Deliverables:

- One (1) draft and one (1) final permit revision based upon comments from BCAA.
- Responses to BCAA comments and draft permit in written format.

Assumptions:

- A maximum of two rounds of comments and responses with BCAA will be required to complete issuance of the permit.
- Permit review meeting if requested would occur virtually.

Draft

Client: City of Richland
Project: Horn Rapids 2024 Engineering and Environmental Monitoring Services
Project No: 5553820004

				Sr Engineer	Alan T. Butler
				Hydrogeologist I	Sally V. Nguyen
				Engineer III	Colin Y.M. Phang
				Designer IV	Butch R. Purganan
				Sr Scientist/Biologist	Margaret E. Spence
				Publications Supervisor	Debra M. Fetherston
				Principal Consultant	Dwight E. Miller
				Sr Engineer	Tiffany L. Neier
				Sr Electrical Engineer	Marvin C. Casanova
				Sr Planner	Laura B. Lee
				Sr Hydrogeologist	Michael P. Brady
				Systems Administrator II	Kyle G. Lease
				Project Controls Specialist	Shanon L. Harris
				Engineer IV	Drew O. Norton
				Hydrogeologist II	Darby Scanlon
				Sr Hydrogeologist	Lisa A. Gilbert
Burdened Rates:					
				\$202.80	\$116.68
				\$145.93	\$197.99
				\$242.71	\$173.55
				\$368.68	\$219.05
				\$247.20	\$230.10
				\$211.25	\$138.13
				\$150.38	\$187.49
				\$134.39	\$255.35

		Labor																		
Task	SubTask	Description	Labor Dollars	Hours																
14		2024 Environmental Monitoring	\$180,848.64	942	56	56	48	21	8	36	26	30	72	28	60	12	14	195	176	104
14	01	2024 Quarterly GW & Lysimeter Sampling	\$37,219.44	240											12	12	8		176	32
14	02	2024 Quarterly Env Monitoring Rpts	\$30,654.22	156		40		9		18				20	12			9		48
14	03	2024 Annual Env Monitoring Rpts	\$14,323.04	70		16		4	8	6	2			8	6			4		16
14	04	Landfill Operations and LFG Support	\$84,590.66	412	16		48	8		12	16	30	72		30		6	166		8
14	05	Air Operating Permit	\$14,061.28	64	40						8							16		

Labor Totals:	\$180,848.64	942	56	56	48	21	8	36	26	30	72	28	60	12	14	195	176	104
Escalation Amt:	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$180,848.64		\$11,356.80	\$6,534.08	\$7,004.64	\$4,157.79	\$1,941.68	\$6,247.80	\$9,585.68	\$6,571.50	\$17,798.40	\$6,442.80	\$12,675.00	\$1,657.56	\$2,105.32	\$36,560.55	\$23,652.64	\$26,556.40

Subconsultants	
SCS	\$9,350.00
Subconsultants Total:	\$9,350.00

Other Direct Expenses	
Lodging	\$1,569.75
Meals	\$1,230.50
Mileage	\$3,500.00
Other Direct Costs	\$16,054.00
Other Direct Expenses Total:	\$22,354.25

Project Total	\$212,552.89
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-49, Authorizing a Second Amended and Restated Disbursement Agreement with Benton County for Rural County Capital Funds in support of the Center Parkway - North Extension Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-49

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-49, authorizing the City Manager to sign and execute the Second Amended and Restated Disbursement Agreement with Benton County for Rural County Capital Funds in support of the Center Parkway - North project.

Summary:

The City opened the completed Center Parkway - North Extension project in 2023 after many years of planning. The proposed agreement would provide the final funding needed to pay the costs of the project.

In November 2020, pursuant to Resolution No. 147-20, the City and Benton County entered into a Disbursement Agreement for Use of Rural County Capital Funds to support the Center Parkway - North Extension project. The November 2020 agreement provided funds available at that time and needed for right-of-way acquisition. In July 2022, pursuant to Resolution No. 2022-91, the City and Benton County entered into the First Amended and Restated Disbursement Agreement for Use of Rural County Capital Funds to support the Center Parkway - North Extension project. The July 2022 agreement added funds available at that time and needed for project construction.

The final project costs increased beyond the capacity of the 2022 agreement, primarily due to the costs of relocating Public Utility District No. 1 of Benton County (Benton PUD) infrastructure. The City's allocation of the Benton County Rural County Capital Fund has sufficient capacity to cover the remaining project expenses, and Benton County is willing to award these funds to the City.

The City's best interests are served by completing the Center Parkway - North Extension funding package with funds available from the Benton County Rural County Capital Fund.

Staff recommends adoption of Resolution No. 2024-49.

Fiscal Impact: This amendment provides additional grant funding of up to \$500,000 from Rural County Capital funds to fully fund the remainder of the project.

Attachments:

1. Resolution No. 2024-49
2. Draft Second Amended Restated Disbursement Agreement for RCCF Funds

RESOLUTION NO. 2024-49

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING THE SECOND AMENDED AND RESTATED
DISBURSEMENT AGREEMENT WITH BENTON COUNTY FOR
USE OF RURAL COUNTY CAPITAL FUNDS FOR THE CENTER
PARKWAY – NORTH – GAGE BOULEVARD TO TAPTEAL DRIVE
EXTENSION PROJECT.**

WHEREAS, the City opened the completed Center Parkway – North – Gage Boulevard to Tapteal Drive Extension Project (the “Project”) in 2023 after many years of planning; and

WHEREAS, pursuant to Resolution No. 147-20, the City and Benton County entered into a Disbursement Agreement for Use of Rural County Capital Funds in support of the Project’s design and right-of-way acquisition needs (*see* Contract No. 314-20); and

WHEREAS, Richland City Council, through the adoption of Resolution No. 2022-91 on July 5, 2022, authorized a First Amended and Restated Disbursement Agreement for Use of Rural County Capital Funds in support of the Project; and

WHEREAS, final project costs exceed the capacity of the First Amended and Restated Agreement, primarily due to the costs of relocating Public Utility District No. 1 of Benton County (Benton PUD) infrastructure; and

WHEREAS, the City’s allocation of the Benton County Rural County Capital Fund has sufficient capacity to cover the remaining project expense, and Benton County is willing to award those funds to the City; and

WHEREAS, the City’s best interests are served by completing the Project with funds available from the Benton County Rural County Capital Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Second and Restated Disbursement Agreement for Use of Rural County Capital Funds in support of the Center Parkway – North – Gage to Tapteal Drive Extension Project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SECOND AMENDED AND RESTATED DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Second Amended and Restated Agreement (hereafter “Agreement”) between Benton County (hereinafter “County”) and the City of Richland (hereinafter “City”) shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter “Fund”) after April 1, 2016 for the financing of certain “public facilities [projects] serving economic development purposes” as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the purpose of this Agreement is to fund the extension of Center Parkway from Gage Boulevard to Tapteal Drive to improve access into and circulation throughout the Tapteal Business Park, which currently has 33 acres of undeveloped, high-visibility, commercially-zoned property, by extending Center Parkway from the traffic circle at Gage Boulevard across the railroad tracks and down the hill to a new connection at Tapteal Drive, thereby providing a missing north-south link to the undeveloped Tapteal Drive properties from the Columbia Center Mall area. This work will consist of: acquisition of property rights to establish the street right of way, engineering design, demolition of existing improvements, construction of water and sewer mains, conduit for other utilities, relocation of existing overhead utility lines, an at-grade railroad crossing system, street improvements consisting of curb, gutter, and sidewalk, subgrade preparation, crushed rock base, asphalt pavement, pavement markings and signs, street lights, and stormwater management facilities (hereinafter, the “Project”); and,

WHEREAS, the purpose of the Project is to facilitate commercial site development and redevelopment near the new street segment in both Richland and Kennewick; and,

WHEREAS, upon completion the new street connectivity is predicted to support development of 33 acres of commercially zoned property with high visibility from SR240 and close proximity to the vibrant Columbia Center area. The Project is predicted to draw more than \$200 million in private capital investment and lead to more than 900 new jobs. In addition a number of presently vacant properties near the new street segment are likely to be redeveloped or reoccupied adding additional investment and employment; and,

WHEREAS, the County’s evaluation of the Project confirms funding eligibility, and,

WHEREAS, the County and the City executed an initial Disbursement Agreement for the Project on November 10, 2020 (Resolution 2020-839) wherein the County agreed to distribute funds of up to \$1,240,000.00 for the Project, with \$980,000.00 of that amount coming from the City’s Fund allocation and \$260,000.00 of that amount coming from the County’s own allocation of the Fund; and,

WHEREAS, in the time since execution of the initial Disbursement Agreement more funds have accumulated in the City's Fund allocation, and the City wished to access some of those subsequently accumulated funds to further finance the cost of the Project; and,

WHEREAS, a First Amended and Restated Disbursement Agreement was executed on August 9, 2022 (Resolution 2022-550), adding \$1,600,000 to the total amount of the disbursement, raising the overall Project total to \$2,840,000; and,

WHEREAS, the City again wishes to access subsequently accumulated funds to complete the Project;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$3,340,000 of qualified direct costs incurred by the City for the Project *after* November 10, 2020; provided, the County has already partially satisfied this obligation by paying the City \$260,000 from the County's allocation of the Fund and \$2,368,246 from the City's allocation of the Fund , leaving a balance available for reimbursement under this Agreement of \$711,754 contingent upon: (i) the City having said amount available in its Fund allocation at the time of execution of this Agreement; and (ii) each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The Agreement expiration date shall be June 30, 2025 unless otherwise amended. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project and invoiced to the County prior to the expiration of this Agreement. The City will keep the County informed of changes to the schedule as the Project progresses.
5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

Richland City Hall
625 Swift Boulevard
Richland, Washington 99352

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.
8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. This Agreement shall expire on June 30, 2025 and the County has no obligation to disburse funds for invoices received after that date.

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16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project, including but not limited to the parties' November 20, 2020, Initial Disbursement Agreement and the August 9, 2022, First Amended and Restated Disbursement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

Jerome Delvin, Commission Chairman

Date: _____

ATTEST:

Amanda Pearson, Clerk to the Board

APPROVED AS TO FORM:

Chief Deputy Prosecuting Attorney

CITY OF RICHLAND

Jon Amundson, City Manager

Date: _____

ATTEST:

Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-51, Authorizing a Grant Agreement with the Washington State Department of Commerce to Purchase Drones

Department/Office
Police

Ordinance/Resolution Number:
2024-51

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-51, authorizing the City Manager to sign and execute an agreement with the Washington State Department of Commerce for the Law Enforcement Vehicle Pursuit Technology Grant.

Summary:

The Washington State Department of Commerce, Office of Firearm Safety and Violence Prevention has awarded the City of Richland Police Department the Law Enforcement Vehicle Pursuit Technology Grant in the amount of \$97,882.73. The Richland Police Department plans to purchase two (2) U.S.-based drones and ancillary equipment to assist RPD in vehicle pursuit mitigation.

The agreement period is from January 24, 2024 through June 30, 2024.

Staff recommends adoption of Resolution No. 2024-51.

Fiscal Impact: \$97,882.73 will be made available to the Richland Police Department from the Washington State Department of Commerce. No matching funds are required.

Attachments:

1. Resolution No. 2024-51
2. Proposed Department of Commerce Grant Agreement

RESOLUTION NO. 2024-51

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE
LAW ENFORCEMENT VEHICLE PURSUIT TECHNOLOGY
GRANT PROGRAM.**

WHEREAS, the Richland Police Department (RPD) has been awarded the Law Enforcement Vehicle Pursuit Technology Grant from the Washington State Department of Commerce, Office of Firearm Safety and Violence Prevention; and

WHEREAS, RPD plans to purchase two (2) U.S.-based drones and equipment to assist local law enforcement in vehicle pursuit mitigation; and

WHEREAS, upon execution of the agreement, RPD will seek reimbursement of up to \$97,882.73 for the agreement period of January 24, 2024 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an Interagency Agreement with the Washington State Department of Commerce to receive grant funds in support of the purchase of U.S.-based drones and equipment to assist local law enforcement in vehicle pursuit mitigation.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Interagency Agreement with

Richland Police Department

through

Law Enforcement Vehicle Pursuit Technology Grant Program

**Contract Number:
S24-34444-013**

For

**As a result of RFP S24-34444-001 Richland Police Department will
purchase equipment and technology that will assist local law
enforcement in vehicle pursuit mitigation**

Dated: Wednesday, January 24, 2024

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Face Sheet

Contract Number: S24-34444-013

**Washington State Department of Commerce
Community Services Division
Community Safety Unit
Law Enforcement Vehicle Pursuit Technology Grant Program**

1. Contractor Richland Police Department 871 George Washington Way Richland, WA 99352		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Christopher Mason Project Contact 509-942-7716 cmason@ci.richland.wa.us		4. COMMERCE Representative Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$97,882.73	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date January 24, 2024	8. End Date June 30, 2024
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # 91-6015119		11. SWV # SWV0000350-00	12. UBI # 036-001-852
13. UEI # KMRXS36K5921			
14. Contract Purpose As a result of RFP S24-34444-001 Richland Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
FOR CONTRACTOR Jon Amundson, City Manager Signature Date		FOR COMMERCE Cindy Guertin-Anderson, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$97,882.73, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$97,882.73, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of reports submitted **and** receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34444-013. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. It should be noted the receipts must be dated within the fiscal year (ending June 30, 2024). All purchases and receipts must be dated within the fiscal year (ending June 30, 2024).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the 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 Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

8. GOVERNING LAW AND VENUE

This Contract 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 in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Draft

Attachment A: Scope of Work

This funding will be provided solely to the Richland Police Department for the purpose of purchasing the following modern vehicle pursuit management technology:

- Freeflysystems Astro Drone package and accessories
- TruckVault Drone Responder 7

The technology will be used in accordance with data-sharing, management policies, and training requirements for those who have access to the vehicle pursuit technology and data.

This technology will assist local law enforcement patrol activities including, but not limited to, vehicle pursuit mitigation.

Draft

Attachment B: Budget

The Budget for the award period of January 24, 2024 through June 30, 2024 is \$97,882.73.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below.

Program Budget January 24, 2024 - June 30, 2024																																																																	
Agency Name:	Richland Police Department																																																																
Program Name:	Law Enforcement Pursuit Technology																																																																
Contract Number:	S24-34444-013																																																																
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Item	COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Project																																																												
PERSONNEL SERVICES																																																																	
Salaries (Full- & Part-Time)	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Personnel Benefits	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
SUBTOTAL - PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
GOODS & SERVICES																																																																	
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Equipment ³	\$ 97,882.73	\$ -	\$ -	\$ -	\$ 97,882.73																																																												
Consultant and Subcontracted services ⁴	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Printing & Duplicating	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
SUBTOTAL - GOODS & SERVICES	\$ 97,882.73	\$ -	\$ -	\$ -	\$ 97,882.73																																																												
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Training	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Other Misc. Expenses ⁵	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
Indirect & Administration Costs ⁶	\$ -	\$ -	\$ -	\$ -	\$ -																																																												
TOTAL EXPENDITURES	\$ 97,882.73	\$ -	\$ -	\$ -	\$ 97,882.73																																																												
¹ Identify specific funding sources included under the "Other" column(s) above: <table><tr><td></td><td>\$ -</td></tr><tr><td></td><td>\$ -</td></tr><tr><td></td><td>\$ -</td></tr><tr><td></td><td>\$ -</td></tr><tr><td>Total</td><td>\$ -</td></tr></table> ² Operating Supplies - Itemize below: <table><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>Total</td><td>\$ -</td></tr></table> ³ Equipment - Itemize below: <table><tr><td>Freeflysystems Astro Drone package</td><td>\$ 88,405.23</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>TruckVault Drone Responder 7</td><td>\$9,477.50</td></tr><tr><td>Total</td><td>\$ 97,882.73</td></tr></table> ⁴ Consultant and Subcontracted Services - Itemize below: <table><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>Total</td><td>\$ -</td></tr></table> ⁵Other Miscellaneous Expenses - Itemize below: <table><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>Total</td><td>\$ -</td></tr></table> ⁶ Indirect Administration Costs - Itemize below: <table><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td>Total</td><td>\$ -</td></tr></table>							\$ -		\$ -		\$ -		\$ -	Total	\$ -		\$		\$		\$		\$	Total	\$ -	Freeflysystems Astro Drone package	\$ 88,405.23		\$		\$	TruckVault Drone Responder 7	\$9,477.50	Total	\$ 97,882.73		\$		\$		\$		\$	Total	\$ -		\$		\$		\$		\$	Total	\$ -		\$		\$		\$		\$	Total	\$ -
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Attachment C: Reporting

Reports will be required on a quarterly basis. Commerce quarterly reporting is based upon the calendar year: there are two quarters within this contract: January 2024 – March 2024, and April 2024 – June 2024. The first report is due on April 20th 2024. The report must be completed prior to submitting that quarter's invoice within Secure Access Washington. The second and final report is due on July 20th, 2024.

Reports shall include:

- Status of the purchase, receipt, installation, and implementation/utilization of the equipment/technology.
- The number of all cases in which the equipment/technology was utilized.
- The outcome of all cases in which the equipment/technology was utilized.
- The number of vehicle pursuits that occurred.
- The number of vehicle pursuits in which the equipment/technology was utilized.
- The outcome of vehicle pursuits in which the equipment/technology was utilized.
- Any other statistics the agency may have that directly relates to the equipment/technology and its outcomes.

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-52, Authorizing an Interlocal Agreement with Public Utility District No. 1 of Benton County for construction of a 115kV Transmission Highway Crossing and Installation of a 115KV Switch

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-52

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-52, authorizing the City Manager to sign and execute an interlocal agreement with Public Utility District No. 1 of Benton County to construct a 115KV transmission highway crossing and install a 115KV switch as provided therein.

Summary:

The City of Richland constructed a transmission line from its future Dallas Road Substation to just south of the Reata Substation owned and operated by Public Utility District No. 1 of Benton County (Benton PUD). The City intends for this transmission line to cross Interstate 82 and land on a new Bonneville Power Administration (BPA) structure located on the north side of Interstate 82. Benton PUD, recognizing the need for increased transmission switching flexibility, requested to install a 115kv transmission switch at the Reata Substation end of the City's transmission line, intersecting the City's transmission line.

Benton PUD agrees to install the transmission crossing on behalf of the City, at the City's expense, and to install the 115kv transmission switch and associated structure at Benton PUD's expense.

A proposed interlocal agreement has been drafted to capture the obligations of the parties. Each party will benefit from cooperating in the maintenance and improvement of their respective infrastructure. The agreement is authorized by Ch. 39.34 RCW.

Staff recommends adoption of Resolution No. 2024-52.

Fiscal Impact:

The project is estimated to cost \$26,713.60. Adequate funds are available in the Electric Utility's approved 2024 Budget to cover these costs.

Attachments:

1. Resolution No. 2024-52
2. Proposed Interlocal Agreement with Benton PUD

RESOLUTION NO. 2024-52

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON
AUTHORIZING AN INTERLOCAL AGREEMENT WITH PUBLIC
UTILITY DISTRICT NO. 1 OF BENTON COUNTY FOR THE
CONSTRUCTION OF A 115KV TRANSMISSION HIGHWAY
CROSSING AND INSTALLATION OF 115KV SWITCH.**

WHEREAS, the City has constructed a segment of transmission line from its future Dallas Road Substation to just south of the Reata Substation owned and operated by Public Utility District No. 1 of Benton County (hereinafter referred to as “District”); and

WHEREAS, the City’s intention is that this line cross Interstate 82 and terminate on a new Bonneville Power Administration structure located on the north side of Interstate 82; and

WHEREAS, the District, recognizing the need for increased transmission switching flexibility, requested to install a 115kv transmission switch at the Reata Substation end of the City’s transmission line, intersecting the City’s transmission line; and

WHEREAS, the District agrees to install the transmission crossing on behalf of the City, at the City’s expense, and to install the 115kv transmission switch and associated structure at the District’s expense; and

WHEREAS, the parties both benefit from cooperating in the maintenance and improvement of their respective infrastructure, and the public benefits from such government efficiency; and

WHEREAS, the parties are authorized by RCW 39.34.030 to enter into interlocal agreements.

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 with Public Utility District No. 1 of Benton County in the amount of \$26,713.60 for construction of the City’s transmission crossing, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved agreement amount.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF RICHLAND**

**PURPOSE: FOR THE CONSTRUCTION OF AN 115KV TRANSMISSION HIGHWAY
CROSSING AND INSTALLATION OF 115KV SWITCH**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered into this ____ day of _____, 2024, the City of Richland, Washington, a municipal corporation, hereinafter referred to as the "City", and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the "District", enter into the following agreement:

WHEREAS the City has constructed a transmission line from its future Dallas Road Substation to just south of the District's Reata Substation. It is the City's intention that this line cross Interstate 82 and land on a new Bonneville Power Administration structure located on the north side of Interstate 82; and

WHEREAS the City's initial line design did not include a sectionalizing switch necessary to isolate the section of line between the District's Reata Substation and the City's future Dallas Road Substation; and

WHEREAS the District, recognizing the need for increased transmission switching flexibility, requested to install a 115kv transmission switch at the Reata Substation end of the City's transmission line, intersecting the City's transmission line; and

WHEREAS the District agrees to install the transmission crossing on behalf of the City, at the City's expense, and to install the 115kv transmission switch and associated structure at the District's expense; and

WHEREAS the work covered under this agreement can be defined by three specific tasks:

1. The District will procure necessary materials for the City's transmission crossing.
2. The District will construct the City's transmission crossing with ownership of the crossing to be vested in the City upon City's acceptance of the work.
3. The District will construct a 115kv Switch with line dropping capabilities and its associated structure.

WHEREAS there is mutual benefit to the City and the District to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The District will procure materials, furnish qualified personnel, and provide equipment for construction of the City's transmission crossing. The District shall invoice the City actual costs incurred, with an estimated overall amount of \$21,370.88, and not to exceed amount of \$26,713.60.

Section 2. The City will coordinate with District personnel to schedule work in WSDOT right-of-way per the City's WSDOT Utility Franchise. The City will manage WSDOT scheduling and provide work zone traffic control as required by WSDOT.

Section 3. The District will obtain the Land Use Agreement (LUA) with BPA for the additional Structure in Bonneville Power Administration right-of-way.

Section 4. The District will install a 115kv transmission switch and associated structure at the Reata Substation end of the City's transmission line, intersecting the City's line just south of BPA's structure 4/2. The District will supply the switch, pole, and line hardware to facilitate the switch installation. This infrastructure will be owned by the District.

Section 5. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 6. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 7. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property anticipated. The District is designated as the administrator of the project.

Section 8. This Agreement shall be effective upon execution by both parties and posting and/or recordation as required by RCW 39.34.040 and shall remain in effect until the Project is accepted by the City as complete. Either party may terminate this Agreement without cause upon 30 days written notice to the signatory identified below; provided, however, that in the event the City terminates this Agreement after work has commenced, the City shall pay for the work performed.

Section 9. This Interlocal Agreement shall be filed or posted as provided by RCW 39.34.040.

PUBLIC UTILITY DISTRICT NO. 1 OF
BENTON COUNTY

CITY OF RICHLAND

By: _____
Rick Dunn, General Manager

By: _____
Jon Amundson, ICMA-CM Richland City
Manager

Date: _____ Contract No. _____

Date: _____ Contract No. _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-53, Awarding a Purchase Order Contract to Great Western Installations, Inc. for Playground Equipment in Howard Amon Park and Superseding Resolution No. 2023-137

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2024-53

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-53, authorizing the City Manager to sign and execute a purchase order contract with Great Western Installations, Inc. in the amount of \$1,573,381.01 for the purchase and installation of new playground equipment in Howard Amon Park.

Summary:

On September 19, 2023, Council authorized Resolution No. 2023-137 authorizing an agreement with Great Western Installations, Inc. for a contract in the amount of \$938,071.42 to replace Sturgeon Cove Playground in Howard Amon Park. Council's approval was based on a favorable recommendation from the Parks & Recreation Commission (PRC). Following adoption of Resolution No. 2023-137, it was discovered that the scale of the main playground structure was not equivalent to that of the existing equipment. Subsequently, staff requested that the playground designer revise the proposal to increase the size of the project to closely approximate the scale of the existing structure.

The revised design will create a main play structure that will be slightly wider and longer than the existing structure while being somewhat lower to meet accessibility requirements. The originally scoped project was significantly smaller in all dimensions. The revised scope adds \$635,309.59 to the original scope. The updated scope of work includes a shade structure near the playground funded by the 2022 Zinsli donation. Mr. Bob Zinsli, the donor, approves of this proposed use of funds.

Staff held off on executing the contract for the originally authorized work based on the deficiencies in project scope that came to light in the month after Resolution No. 2023-137 was adopted. Resolution No. 2024-53 is intended to supersede Resolution No. 2023-137.

Staff recommends adoption of Resolution No. 2024-53.

Fiscal Impact:

The expense for the playground agreement is \$1,572,510.39. Revenue is available in three sources: 1) Howard Amon Playground Replacement (PR23-0001) in the amount of \$450,000; 2) Howard Amon Park Improvements (WFI40011) in the amount of \$1,091,400 and 3) Zinsli donation in the amount of \$100,000. The three sources total \$1,641,400. Revenue exceeds expense by approximately \$69,000. This remaining budget will be used as contingency and for permit expenses.

Attachments:

- I. Resolution No. 2024-53

RESOLUTION NO. 2024-53

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A PURCHASE ORDER CONTRACT WITH GREAT WESTERN INSTALLATIONS, INC. FOR NEW PLAYGROUND EQUIPMENT IN HOWARD AMON PARK AND SUPERSEDING RESOLUTION NO. 2023-137.

WHEREAS, Howard Amon Park, a premier park in the City of Richland's park system, has aging playground equipment that was installed in 2001; and

WHEREAS, on September 19, 2023, Richland City Council adopted Resolution No. 2023-137, authorizing a purchase order contract with Great Western Installations, Inc. for the purchase and installation of new playground equipment in Howard Amon Park; and

WHEREAS, after adoption of Resolution No. 2023-137, it was discovered that the scope and scale of the project as shared with the Richland Parks & Recreation Commission and the Richland City Council was inaccurate; and

WHEREAS, to ensure that the replacement playground equipment in Howard Amon Park is comparable to that which currently exists, the project design was revisited and additional funds are necessary; and

WHEREAS, RCW 39.34.030 allows Richland to enter into cooperative purchasing agreements with other public agencies for the purpose of "piggybacking" onto procurement efforts conducted by those agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by the King County Directors' Association (KCDA) in its award of KCDA Contract No. 22-315 to Great Western Installations, Inc. meets the City of Richland's procurement requirements; and

WHEREAS, the City's best interests are served by piggybacking onto KCDA's cooperative purchase agreement with Great Western Installations, Inc. for the purchase and installation of new playground equipment in Howard Amon Park.

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 purchase order contract with Great Western Installations, Inc. in the amount of \$1,573,381.01 for the purchase and installation of new playground equipment in Howard Amon Park.

BE IT FURTHER RESOLVED that this Resolution supersedes Resolution No. 2023-137.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Parks & Recreation Commission: Karlee Hodges, Srithan Thallapally, and Ananya Gubba

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Karlee Hodges to Position No. 4, Srithan Thallapally to Youth Position No. 8, and Ananya Gubba to Youth Position No. 9 on the Parks & Recreation Commission.

Summary:

Position Nos. 4, 5, 8 and 9 on the Richland Parks & Recreation Commission (PRC) expired on March 31, 2024. The PRC membership is composed of seven (7) adult members and two (2) youth members.

Seven (7) applications were received during the initial and extended recruitment efforts, with two (2) applicants rescinding their applications before the interview phase of the recruitment.

Youth Member Thallapally reapplied to continue service. Due to his commitment and contributions as a member, Council Liaison Mayor Pro Tem Kent, Staff Liaison Piper, PRC Chair Mason, and PRC Vice-Chair Gutierrez recommend his reappointment to Position No. 8.

On March 18, 2024, the PRC interview panel interviewed three (3) applicants for Position Nos. 4, 5, and 9 and recommend the following appointments:

Position No. 4 - Karlee Hodges

Youth Position No. 9 - Ananya Gubba

The term for Position No. 4 is three (3) years and will be effective April 1, 2024 through March 31, 2027.

The term for Youth Position Nos. 8 and 9 is one (1) year and will be effective April 1, 2024 through March 31, 2025.

Upon recommendation of the PRC interview panel, the recruitment efforts to fill Position No. 5 will be extended to attract additional applicants.

Application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. Parks & Recreation Commission Appointment Recommendation Memo

CITY OF RICHLAND
PARKS & PUBLIC FACILITIES

625 Swift Boulevard, MS-13
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Clerk, Jennifer Rogers

FROM: Administrative Assistant II, Patty Roe

DATE: March 25, 2024

SUBJECT: Parks and Recreation Commission Pos. 4, 5, and 9 (Youth) Interview Results and Position No. 8 (Youth) Reappointment

The terms for Positions No. 4, 5, 8 and 9 on the Parks and Recreation Commission expired on March 31, 2024.

On Monday, March 18, 2024, interviews were conducted by Mayor Pro Tem Kent, Chair Mason, Vice Chair Gutierrez, and acting Recreation Manager Gartside to fill these positions. Three applicants were interviewed, one for youth and two for adult positions. The following recommendations have been made:

- **Position No. 4:** Karlee Hodges
- **Position No. 5:** Vacant
- **Youth Position No. 9:** Ananya Gubba

Additionally, Position No. 8 (Youth), currently held by Srithan Thallapally, is set to expire on March 31, 2024. Srithan has expressed interest in continuing to serve the community through volunteer service with the Commission and has submitted an application packet.

Parks and Recreation Commission Council Liaison Kent, Chair Mason, Vice Chair Gutierrez, and Staff Liaison Schiessel recommend reappointing Srithan Thallapally for an additional one-year term.

The term for Youth Position Nos. 8 and 9 will commence April 1, 2024 and will run through March 31, 2025.

The term for Position No. 4 will commence April 1, 2024 and will run through March 31, 2027.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Planning Commission: Todd Samuel, Heather Nicholson, Aaron Lambert, and Cara Hernandez

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Todd Samuel to Position No. 2, Heather Nicholson to Position No. 4, Aaron Lambert to Position No. 6, and Cara Hernandez to Position No. 7 on the Richland Planning Commission.

Summary:

The term for Position Nos. 2, 4, 6 and 7 expired on March 31, 2024. Ten (10) applications were received during the recruitment period, including two incumbents. Despite best efforts, conflicting schedules hindered the ability of the Planning Commission Interview Panel to facilitate the interview process, which led to delays in submitting candidate recommendations to Council before terms expired. Planning Commission Council Liaison VanDyke, Staff Liaison Planning Manager Stevens, and Planning Commission Member Townsend reviewed all application packets, interviewed the eight (8) non-incumbent candidates, and recommend the following appointments:

Position No. 2 - Todd Samuel

Position No. 4 - Heather Nicholson

Position No. 6 - Aaron Lambert

Position No. 7 - Cara Hernandez

The term for Position Nos. 2, 4, 6, and 7 will be effective the day following Council appointment and will run through March 31, 2029.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. Planning Commission Appointment Recommendation Memo

CITY OF RICHLAND
DEVELOPMENT SERVICES

625 Swift Boulevard, MS-2
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: Jennifer Rogers, City Clerk

FROM: Carly Kirkpatrick, Administrative Assistant II

DATE: March 25, 2024

SUBJECT: Planning Commission Vacancies

The term for Positions 2, 4, 6 and 7 expired on March 31, 2024. A total of ten (10) applications were received and reviewed. Councilmember VanDyke, Planning Manager Stevens, Commissioner Townsend and I held interviews for eight (8) applicants on March 25, 2024, and recommend the following candidates for appointment:

Position #2:

Vacated by:

Francesca Maier

Selected Candidate:

Todd Samuel

Position #4:

Vacated by:

Heather Nicholson

Selected Candidate:

Heather Nicholson

Position #6:

Vacated by:

Vacant

Selected Candidate:

Aaron Lambert

Position #7:

Vacated by:

Douglas Eadie

Selected Candidate:

Cara Hernandez



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/2/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-16, Amending the 2024 Budget to provide for Additional Appropriations in the City's General Fund, Streets Capital Construction Fund, and Water Fund

Department/Office
Finance

Ordinance/Resolution Number:
2024-16

Document Type:
General Business Item

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-16, Amending the 2024 Budget to provide for additional appropriations in the General Fund, Streets Capital Construction Fund, and Water Fund.

Summary:

Ordinance No. 2024-16 addresses the following budget adjustments:

- The Richland Police Department has been awarded two grants that were not appropriated in the 2024 Budget. The first grant is from the Washington State Department of Commerce, Office of Firearm Safety and Violence Prevention. The Law Enforcement Vehicle Pursuit Technology Grant award amount is \$97,883 and will be used to purchase two (2) U.S.-based drones and equipment for use in vehicle pursuit mitigation. The second grant is from the Washington Association of Sheriffs and Police Chiefs (WASPC) for traffic safety. The Traffic Safety Grant will be used to purchase field sobriety tests with funding up to \$2,500.
- Additional appropriations in the amount of \$250,000 are required for the City of Richland's share of furniture, fixtures and equipment for the new Tri-Cities Animal Shelter.
- In order to begin engineering work for the Downtown Connectivity project, \$850,000 of the committed city funds must be appropriated for 2024. A sufficient fund balance is available in the Streets Capital Construction Fund to cover these appropriations.
- The Badger Mountain South Master Agreement requires the City to reimburse Nor Am Investment, LLC for constructed infrastructure based on the growth of city revenues within the Badger Mountain South area. \$275,000 of General Fund appropriations are required to pay the 2022 and 2023 calculated reimbursements in 2024.
- Water system improvements are needed in the Queensgate area due to additional commercial activity planned on the Department of Natural Resources (DNR) property. With the re-prioritization of future water projects, a sufficient fund balance is available in the Water Fund to support improvements in the amount of \$4,111,400.

Under state law, a public hearing is required when existing unappropriated fund balances are used to increase appropriations. A duly noticed public hearing was held on April 2, 2024 to take public testimony on this budget amendment.

Staff recommends approval of Ordinance No. 2024-16 for first reading, by title only.

Fiscal Impact:

General Fund appropriations will increase by \$625,383, of which \$100,383 is supported by new revenues and \$525,000 is from unappropriated fund balance. Streets Capital Construction Fund appropriations will increase by \$850,000 from unappropriated fund balance. Water Fund appropriations will increase by \$4,111,400 from unappropriated fund balance.

Attachments:

- I. Ordinance No. 2024-16

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2024 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND, STREETS CAPITAL CONSTRUCTION FUND AND WATER FUND.

WHEREAS, on November 21, 2023, Richland City Council passed Ordinance No. 2023-29, approving the 2024 Budget; and

WHEREAS, this Ordinance No. 2024-16 will accomplish several budget adjustments in the 2024 Budget necessary for the effective delivery of services to the public; and

WHEREAS, the Richland Police Department (RPD) was awarded a Law Enforcement Vehicle Pursuit Technology Grant from the Washington State Department of Commerce, Office of Firearm Safety and Violence Prevention; and

WHEREAS, the award amount of \$97,883 will be used to purchase two (2) U.S.-based drones and equipment to assist local law enforcement in vehicle pursuit mitigation; and

WHEREAS, RPD was also awarded the Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Grant; and

WHEREAS, the award amount of \$2,500 will be used to purchase field sobriety tests; and

WHEREAS, the grant awards received from Department of Commerce and WASPC must be accepted by the City and appropriated for use; and

WHEREAS, additional funds in the amount of \$250,000 are needed for furniture, fixtures and equipment (FF&E) as construction comes to a close on the new Tri-Cities Animal Shelter; and

WHEREAS, a portion of city funds in the amount of \$850,000 is required to begin engineering work on the Downtown Connectivity project; and

WHEREAS, these project funds are available in the Streets Construction Fund balance and require Council approval for appropriation; and

WHEREAS, pursuant to the Badger Mountain South Master Agreement, the City reimburses Nor Am Investment, LLC for constructed infrastructure based on the growth of city revenues within the Badger Mountain South area; and

WHEREAS, additional General Fund appropriations of \$275,000 are required for the 2022 and 2023 reimbursements to Nor Am Investment, LLC; and

WHEREAS, water system improvements are needed in the Queensgate area due to additional commercial activity planned on the Department of Natural Resources (DNR) property; and

WHEREAS, with the reprioritization of future water projects, a sufficient fund balance is available in the Water Fund to support the improvements in the amount of \$4,111,400; and

WHEREAS, no funds were appropriated in the 2024 Budget in the General Fund, Streets Capital Construction Fund, or Water Fund for the purposes identified above; and

WHEREAS, sufficient unappropriated funds are available in the General Fund, Streets Capital Construction Fund, and Water Fund to support the required budget adjustments; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on April 2, 2024 regarding the increase in appropriations from beginning fund balance in the above-referenced funds.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2024 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Streets Capital Construction Fund, and Water Fund.

Section 3. Amendment of the 2024 Budget. The 2024 Budget is hereby amended to provide additional appropriations in the General Fund, Streets Capital Construction Fund, and Water Fund from beginning fund balance and from grants identified herein as follows:

General Fund

Current Appropriation: \$ 77,183,307

Increase in Appropriation: \$ 625,383

Amended Appropriation: \$ 77,808,690

Streets Capital Construction Fund

Current Appropriation: \$ 15,251,000

Increase in Appropriation: \$ 850,000

Amended Appropriation: \$ 16,101,000

Water Fund

Current Appropriation: \$ 17,832,252

Increase in Appropriation: \$ 4,111,400

Amended Appropriation: \$ 21,943,652

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2024.

Theresa Richardson, 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: 4/2/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-50, Relinquishing a Certain Portion of a Utility Easement at 1506 and 1508 Marshall Avenue

Department/Office
Public Works

Ordinance/Resolution Number:
2024-50

Document Type:
General Business Item

Recommended Motion:

Adopt Resolution No. 2024-50, declaring a certain portion of a utility easement surplus to the City's needs and authorizing relinquishment of the same as provided therein.

Summary:

The property owners at 1506 and 1508 Marshall Ave, David Saueressig and Lori Pappas, have requested relinquishment of an easement to enable new construction on their property. The easement to be relinquished, depicted by hatching on Exhibit A, is no longer needed for municipal purposes as the utilities that occupied the easement have been moved to the street side of the property.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On March 30, 2024, notice was published that a public hearing would be held on April 2, 2024 to take public testimony regarding this surplus action.

Absent compelling testimony from the hearing, staff recommends adoption of Resolution No. 2024-50.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-50

RESOLUTION NO. 2024-50

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF A CERTAIN PORTION OF A UTILITY EASEMENT LYING
WITHIN 1506 AND 1508 MARSHALL AVENUE.**

WHEREAS, the property owners at 1506 and 1508 Marshall Avenue, David Saueressig and Lori Pappas, have requested relinquishment of a certain portion of a utility easement to accommodate new construction; and

WHEREAS, the easement sought to be relinquished, depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes as the utilities have been relocated to an alternate location; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally acquired for public utility purposes; and

WHEREAS, on March 31, 2024, notice was duly published that a public hearing would be held on April 2, 2024 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easement, originally acquired for utility purposes and legally described as follows, is hereby found to be surplus to the City's needs:

An easement lying within the Southwest Quarter of Section 3, Township 9 North, Range 28 East, W.M., Lot 2, Block 725, Plat of Richland, Sheet 19C, Benton County, Washington, as depicted by hatching on **Exhibit A**.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the certain portion of the public utility easement described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of April, 2024.

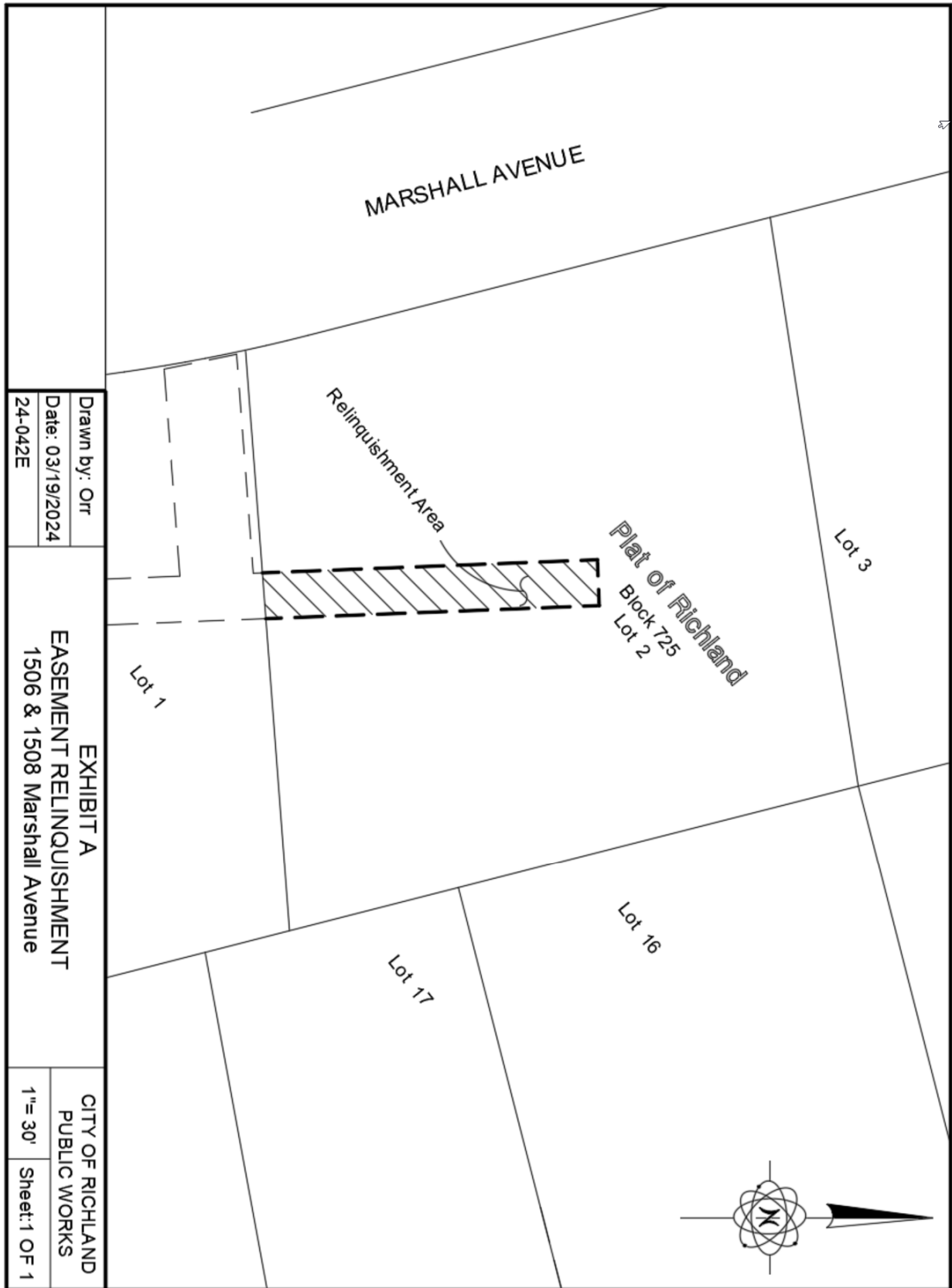
Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





Proclamation

WHEREAS, Mr. Pete Rogalsky began his esteemed career with the City of Richland on April 4, 1994 when he joined Richland as a Civil Engineer III; and

WHEREAS, after approximately ten years in the role, Mr. Rogalsky promoted to City Engineer in February 2003, and Public Works Director in November 2004; and

WHEREAS, for the last twenty years, Mr. Rogalsky has positively impacted the residents and businesses of Richland by directing the provision of vital daily services that protect the health, safety, and quality of life of everyone in the City; and

WHEREAS, throughout his tenure with Richland, Mr. Rogalsky consistently demonstrated persistence, vision, and integrity in his pursuit of objectives designed to serve the public good; and

WHEREAS, Mr. Rogalsky's leadership over his thirty years of service has transformed the local landscape through efforts such as construction of the Duportail Bridge, extension of Center Parkway (north and south), the Pavement Preservation program, closure of a 40-year-old landfill cell and permitting of a new 75-year landfill cell, implementation of a Complete Streets program, reconstruction of The Parkway, pedestrian safety enhancements throughout the City, upgrades to the water and wastewater treatment plants, development of a sound traffic impact fee program, the Queensgate roundabouts, Badger Mountain South infrastructure, and street projects too numerous to count; and

WHEREAS, Mr. Rogalsky's masterful ability to secure grant funding from regional, state and federal agencies made countless impactful projects possible; and

WHEREAS, always planning for the future, Mr. Rogalsky championed initiatives to further enhance Richland's quality of life for decades to come, including but not limited to establishing a robust recycling program, partnering for construction of a gas-to-fuel system at the Horn Rapids Landfill, and ensuring upgrades to the water treatment plant, repairs to various reservoirs, and replacement of miles of water line to ensure a safe and resilient water system; and

WHEREAS, as Public Works Director, Mr. Rogalsky has assembled and mentored an extraordinary team responsible for maintaining a level of superior service; and

WHEREAS, Mr. Rogalsky has represented the City of Richland with professionalism, extreme competence, and unparalleled expertise.

NOW, THEREFORE, through this Proclamation, the City of Richland does hereby acknowledge and celebrate Mr. Pete Rogalsky's extraordinary career of public service, and extends our sincerest gratitude for Mr. Rogalsky's leadership, expertise, and unwavering commitment to the betterment of the community.

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 2nd day of April, 2024.



Theresa Richardson, Mayor