



Agenda
City Council Regular Meeting
Tuesday, April 1, 2025
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:

1. Visit Tri-Cities 2024 Annual Report and Tourism Promotion Area Reserve Requests
 - Kevin Lewis, Visit Tri-Cities CEO
2. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

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

3. Proposed Amendment to the 2025 Budget in Various City Funds, Ordinance No. 2025-08
 - Brandon Allen, Finance Director

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 following Richland City Council Meeting Minutes:
 - March 14, 2025 Annual Retreat Meeting Minutes
 - March 18, 2025 Regular Meeting Minutes
 - March 25, 2025 Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

5. Ordinance No. 2025-07, Amending Chapter 3.06 of the Richland Municipal Code related to Sale or Lease of City Real Property
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

6. Resolution No. 2025-40, Authorizing a Consultant Agreement with Jacobs Engineering Group for the SR-240/Aaron Interchange Improvements Project
 - Carlo D'Alessandro, Public Works Director
7. Resolution No. 2025-45, Ratifying Grant Applications to the Benton-Franklin Council of Governments 2025 Call for Projects
 - Carlo D'Alessandro, Public Works Director
8. Resolution No. 2025-46, Authorizing \$549,500 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2025
 - Jon Amundson, City Manager
9. Resolution No. 2025-47, Authorizing Award of Bid to Vincent Brothers, LLP for the Richland Library Outdoor Children's Area
 - Chris Waite, Parks & Public Facilities Director
10. Resolution No. 2025-49, Authorizing a Purchase and Sale Agreement with HTD Holding, LLC for Property located at 2622 Henderson Loop
 - Mandy Wallner, Economic Development Manager
11. Resolution No. 2025-50, Authorizing an Amendment the Consultant Agreement with Maul Foster & Alongi for an Environmental Site Assessment
 - Joe Schiessl, Deputy City Manager
12. Resolution No. 2025-51, Authorizing a Second Amendment to the Existing Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing for Year 3
 - Drew Florence, Assistant City Manager
13. Resolution No. 2025-52, Authorizing an Agreement with Motorola Solutions for Prosser Butte Site Radio Equipment Replacement on behalf of Benton County Emergency Services
 - Drew Florence, Assistant City Manager

Items - Approval:

14. Appointment to the Board of Adjustment: Douglas McKinley, Sr.
 - Jennifer Rogers, City Clerk
15. Appointment to the Code Enforcement Board: Jenna Coddington and Jon Davidson
 - Jennifer Rogers, City Clerk
16. Appointment to the Parks & Recreation Commission: Patti Jones, Carl Thompson, Sawyer Kreis, and Sriyan Thallapally
 - Jennifer Rogers, City Clerk
17. Appointment to the Planning Commission: Shane Leonard
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

None.

Items of Business:

18. Ordinance No. 2025-08, Amending the 2025 Budget in Various City Funds (First Reading)
 - Brandon Allen, Finance Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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

2024 Annual Report

Presented to the City of Richland



A decorative graphic on the left side of the slide featuring a bridge structure, likely the Astoria-Megler Bridge, silhouetted against a bright orange and yellow sunset sky. The graphic is partially enclosed by a dark blue, wavy, abstract shape.

Visit Tri-Cities

- 501c6 Destination Marketing Organization
 - Funded By
 - Lodging Tax
 - Tourism Performance Assessments
 - Partners, Sponsors, Members

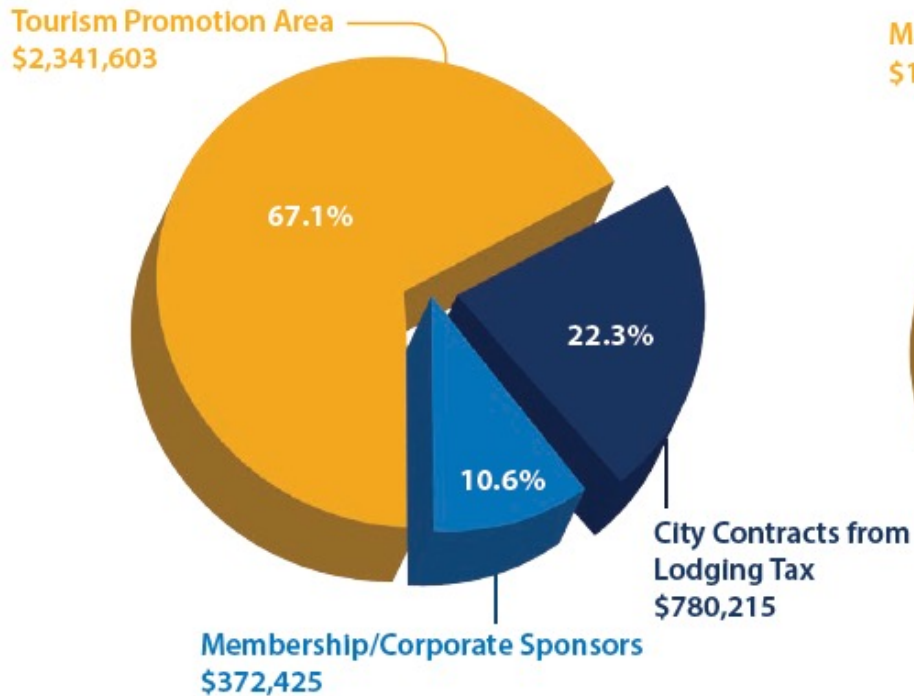
Vision: Inspire, reward and celebrate the spirit of exploration and discovery.

Mission: Fuel transformational growth in the Tri-Cities through tourism.



2024 Financial Picture

\$3,494,243
Total Revenue



\$2,899,966
Total Expenses



Lodging Data

TOTAL HOTEL-MOTEL TAX REVENUE

	Kennewick	Pasco	Richland	Totals
2021	\$502,862	\$332,854	\$581,566	\$1,417,282
2022	\$672,025	\$440,350	\$733,662	\$1,846,037
2023	\$714,098	\$498,162	\$795,213	\$2,007,473
2024	\$785,557	\$541,555	\$886,798	\$2,213,910

*Visit Tri-Cities receives approximately 50% of the lodging tax.

HOTELS

Occupancy up 1.2%

ADR up 4.4%

RevPAR up 5.7%

Hotel Revenue up \$7.4m



Catalyst for Community Success



STRATEGIC SALES

Fill hotel rooms with group business



EFFECTIVE MARKETING

Increase visitation & enhance the destination brand



COLLABORATIVE DESTINATION DEVELOPMENT

Advocate for enhancement of destination attractions



PROACTIVE COMMUNITY ENGAGEMENT

Strengthen community involvement & support



INNOVATIVE AND MEANINGFUL OPERATIONS

Clear vision, efficient systems & financial stability



VISIT TRI-CITIES 2024 KEY ACCOMPLISHMENTS

\$10 MILLION

in economic impact
from the IRONMAN
70.3 and World
Horseshoe
Championships



SECURED A 161%
surge in positive
media coverage

86% Increase in Events Booked

**VISITORS SPEND
\$630 MILLION**
here each year

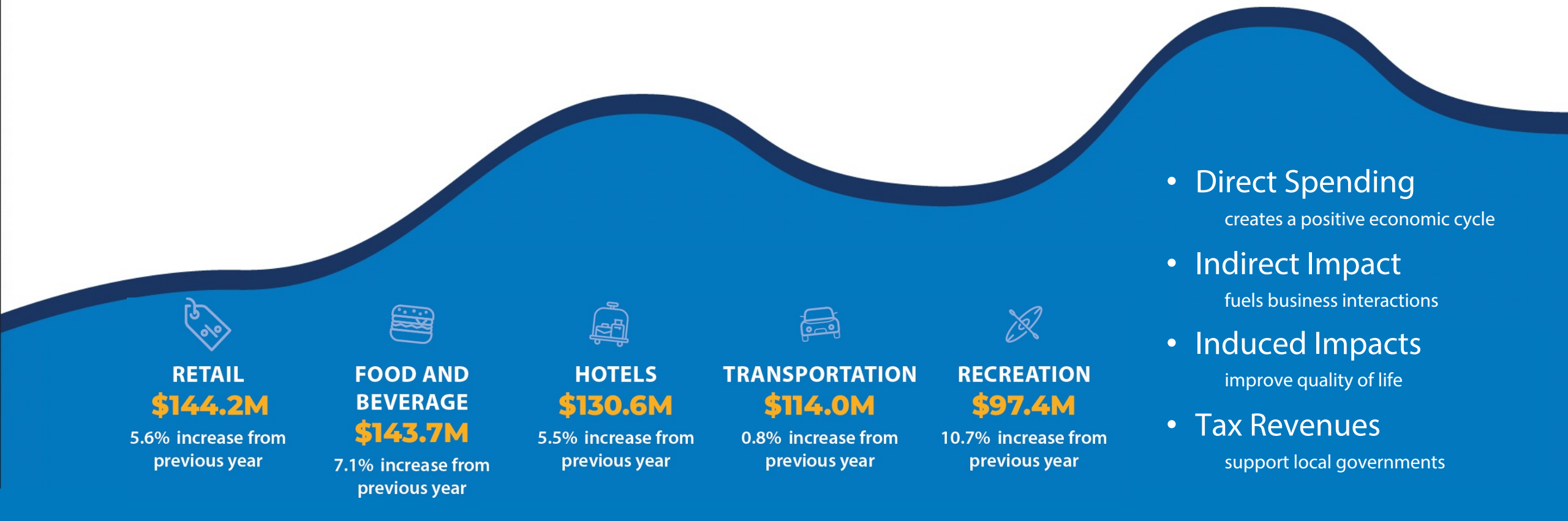
**\$342 : \$1
RETURN**
on our ad
investment

Visitors made
**4.4 MILLION
TRIPS**
generating
\$77 MILLION
in tax revenue

Tri-Cities Visitor Economy

*Source: Tourism Economics

Visitor Spending	Tax Revenues	Visitor Trips	Tourism Jobs
\$630 Million	\$77.5 Million	4.4 Million	5,900



Visitor Impacts in Richland



- 48% increase in Average Daily Rate (ADR)
- 59% increase in hotel revenues

Richland Hotels earned **\$228k more** in three nights on IRONMAN weekend than they did on the same weekend in 2023

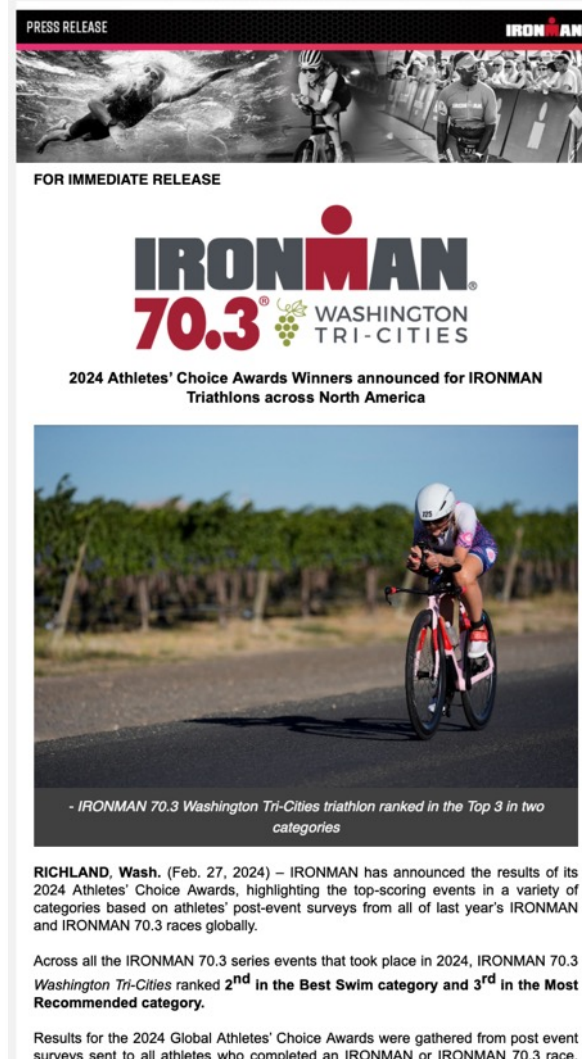


Media Impact

- IRONMAN 70.3 Exposure
 - 83 pieces of PR coverage
 - 5.7m views
 - 46k watched the race highlight video
 - Top 2 North American Race – Triathlete Magazine

- **Athlete Surveys**

- 93% positive feedback
- Net Promoter Score of 80
- 2nd best swim
- 3rd most recommended race





Conventions, Meetings & Sports

2024 GROUP BUSINESS

- 168 groups hosted
 - Up 7.7%
- 132,501 visitors
 - Up 9.5%
- \$35.7m visitor spending
 - Up 33.3%



FUTURE GROUP BUSINESS

- 118 groups confirmed
- 134,998 future visitors
- \$69.4m future spending

Coming in 2025



Marketing Data

Hosted
**16 media
FAM Tours**,
generating
33% of total
media
coverage

9.4m media views
(up 4k%)

\$16.7m revenue generated
from ad inspired bookings

446 million
ad impressions

\$37 : \$1 return
on ad spend to
our hotels

**Expanded
audience
reach
from
27m to
3.6b**

\$352 : \$1 return
on ad spend to
our communities

**Secured
146 pieces of
positive media
coverage**
(up 161%)

460k website visitors
950k pageviews

Social Media

↑ Engagements increased 184%

Facebook

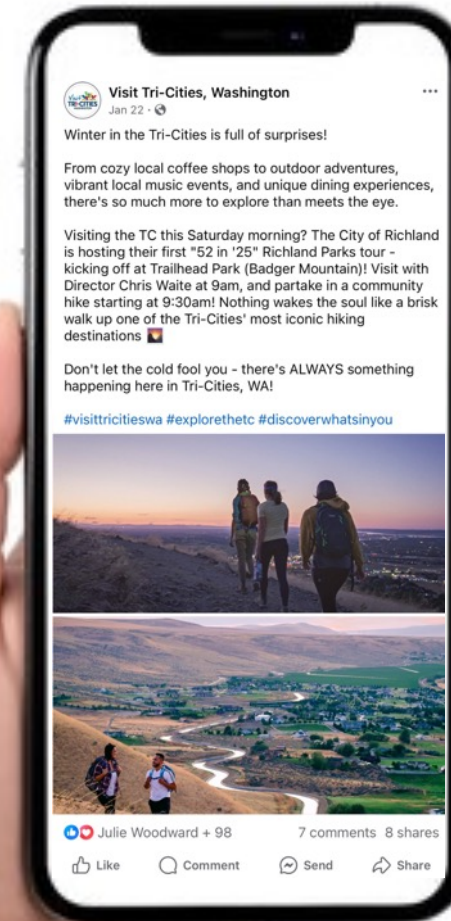
31,151
Followers +3%

Instagram

16,894
Followers +17%

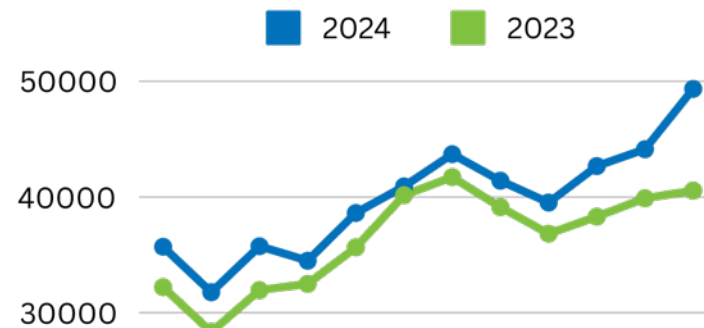
LinkedIn

3,212
Followers +12%





Record Breaking Year



Yearly Totals

- 2024: 478,016
- 2023: 437,200

Visit Tri-Cities Ad Campaigns

- 589 flights generated
- 3,789 room nights booked



VTC Community Engagement

- WSU Workforce Development Program
- RPFV Visioning
- Bike Tri-Cities
- Regional Chamber
- Rivershore Enhancement Council





TPA Reserve Request

• Reserve Fund Investment Balance **\$1.4m**

New Project Requests	Amount
Research & Reporting Services (2-3 years)	\$150,000
Short Term Rental Research (2-3 years)	\$35,000
AI Tools/Subscriptions	\$6,000
Airport Kiosk Remodel	\$25,000
Group FAM Destination Visits	\$13,500
Signature Sports Events	\$100,000
Quick Response Funds	\$20,000
SportsEvents Media Group Conference	\$100,000
State of Washington Tourism Conference	\$25,000
Project Support Services	\$75,000

TOTAL REQUEST
\$549,500



Thanks!





MINUTES

RICHLAND CITY COUNCIL ANNUAL RETREAT MEETING

Friday, March 14, 2025

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Retreat - 8:30 a.m.

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

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Deputy Fire Chief Aust, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Public Works Director D'Alessandro, Chief of Police Pilcher, Economic Development Manager Wallner, and Executive Assistant Siefken

Agenda Items

1. Introduction

City Manager Amundson presented the proposed agenda items brought forward by the Executive Leadership Team then facilitated introductions.

2. Strategic Plan Update

Utilizing a PowerPoint presentation, Assistant City Manager Florence provided a status update on progress achieved on current strategic initiatives, then led a discussion on specific work in progress and future strategic planning.

3. Major Project Updates

City Manager Amundson kicked off the project updates presentation and introduced Deputy City Manager Schiessl, who presented information on the North Horn Rapids Rail Expansion project and status of the planning for a new Police Station.

Economic Development Manager Wallner provided an update on projects located at Columbia Point Tracts D & E, in the Queensgate vicinity, at 200 Jadwin, and 1900 Jadwin. Economic Development Manager Wallner also introduced the concept of developing a vacant building program.

Following the presentations, Council and staff engaged in a discussion about planned development throughout the city.

4. Break

COUNCIL RECESSED FOR 15 MINUTES

5. Parking Reform Discussion

Deputy City Manager Schiessl introduced Robert Ferrin, representing Kinley-Horn and Associates, Inc., a consultant retained to assist the City in reviewing the City's parking code, researching best practices and industry reforms, and facilitating public engagement on the topic of parking minimums.

Mr. Ferrin guided Council through a PowerPoint presentation on parking reform, including project scope, policy review, and parking trends. At the conclusion of his presentation, Mr. Ferrin solicited feedback from the Council and provided an update on the next steps.

****Working Lunch****

6. Budget Status and Forecasting

With the aid of a PowerPoint presentation, Finance Director Allen provided Council with an overview of tax revenue growth, inflation data, and expenditure growth trends. Finance Director Allen also provided handouts depicting fund balances, general fund and revenue forecasts, then reviewed the draft 2026 Capital Improvement Plan (CIP). He noted that the 2026 CIP list is still in a very preliminary stage, and the final project list will be refined.

At the end of the presentation, Council engaged in a question-and-answer session with staff related to the City's finances.

7. Draft 2026 Capital Improvement Project List

Public Works Director Carlo Dalessandro, Energy Services Director Clint Whitney, and Parks & Public Facilities Director Chris Waite all presented briefly on their respective department's 2026 CIP, which remains in early draft form. Council questions were asked and answered.

8. Legislative Update

Deputy City Manager Schiessl reviewed legislative priorities and ongoing work with the City's lobbyist. During his presentation, Deputy City Manager Schiessl discussed house and senate bills under consideration during the current legislative session, and addressed how passage may affect City initiatives and projects. Lastly, Deputy City

Manager Schiessl provided Council with information about recent federal executive orders.

Additional information can be found in the agenda packet. Following the presentation, Council provided comments and engaged in a question-and-answer session with staff.

9. Succession Planning

City Manager Amundson announced that Fire Chief Huntington will retire at the end of 2025 after thirty (30) years of service with the City. City Manager Amundson reviewed the succession plan for the Richland Fire Department, which includes a development plan structure and final assessment timeline. City-wide leadership development initiatives, including an update on the 2025 Impact Academy, were also discussed.

At the end of his presentation, City Manager Amundson noted that the Energy Community Alliance (ECA) will host a workshop on October 15, 2025 at the Port of Benton to discuss New Nuclear with ECA Executive Director Seth Kirshenberg.

Adjournment

Mayor Richardson adjourned the meeting at 1:45 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, March 18, 2025

**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, Assistant City Manager Florence, City Attorney Kintzley, Deputy Fire Chief Aust, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Public Works Director D'Alessandro, Chief of Police Pilcher, and Acting Deputy Clerk Follett.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

1. Richland Kiwanis Club Proclamation

Mayor Richardson read the proclamation and presented it to representatives from the Richland Kiwanis Club.

Public Hearing

Acting Deputy Clerk Follett read the Public Hearing and Public Comment procedures.

2. Proposed Surplus and Relinquishment of a Portion of Two Easements lying within the Plat of Veneto Villagio, Resolution No. 2025-43

Mayor Richardson opened and closed the public hearing at 6:08 p.m. No testimony was offered.

Public Comments

The following individuals provided comments:

Representing Atomic Bowl, Max Faulkner spoke in opposition to the Colville Tribe's planned casino in Pasco and asked councilmembers to consider writing a letter to the Governor and the U.S. Department of Interior opposing the project. Mr. Faulkner provided a letter to the Council summarizing his position.

Brian Peek, a Richland resident, rebutted public comments made at the March 4, 2025 City Council meeting regarding the unhoused population. He cited several reasons that lead to homelessness and urged Council to set an example and show empathy for the unhoused community.

Consent Calendar

Acting Deputy Clerk Follett read the Consent Calendar.

Minutes

3. Approval of the March 4, 2025 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

4. Resolution No. 2025-35, Authorizing an Internet Crimes Against Children Memorandum of Understanding with the Seattle Police Department
5. Resolution No. 2025-36, Authorizing an Amendment to the Consultant Agreement with Cross Reiter, Inc. for the Columbia River Shoreline Stabilization Study

6. Resolution No. 2025-37, Authorizing a Grant Application to the Dickey Foundation for Electric Vehicle Fire Suppression Blankets
7. Resolution No. 2025-38, Authorizing Grant Applications to the Wildhorse Foundation and Yakama Cares for Emergency Response Rescue Tools
8. Resolution No. 2025-39, Authorizing a Consultant Agreement with Transpo Group USA, Inc. for the City-Wide Transportation System Plan in support of the City's 10-Year Comprehensive Plan Update
9. Resolution No. 2025-41, Authorizing an Amendment to the Consultant Agreement with H.W. Lochner, Inc. for the South George Washington Way Intersection Improvements Project
10. Resolution No. 2025-42, Authorizing a Local Programs State Funding Agreement with the Washington State Department of Transportation for the SR- 240/Aaron Interchange Improvements Project
11. Resolution No. 2025-44, Amending the Port of Benton Property Exchange Agreement by Extending the Phase II Feasibility Period

Items - Approval

None.

Expenditures - Approval

12. Expenditures from February 1, 2025, to February 28, 2025, for \$26,138,067.61, including Travel Checks Nos. 20694-20705, Accounts Payable Check Nos. 332060-333076, Accounts Payable Wire Nos. 10433-10480, Payroll Wires & ACH Nos. 14530-14583, Payroll Direct Deposit & Check Nos. 235279-236440, and Pension Check Nos. 6947-6967

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED. 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

13. Tabled Item from February 18, 2025 Meeting: Ordinance No. 2025-06, Vacating a Portion of Gay Road Right-of-Way (Second Reading)

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO TAKE FROM THE TABLE ORDINANCE NO. 2025-06. MOTION CARRIED 7-0.

Councilmembers Whitten and Maier sought and received clarification that staff had resolved easement discussions with the purchaser. There was no other discussion.

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-06, VACATING A PORTION OF GAY ROAD RIGHT-OF-WAY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

14. Ordinance No. 2025-07, Amending Chapter 3.06 of the Richland Municipal Code related to Sale or Lease of City Real Property (First Reading)

City Attorney Kintzley explained that Chapter 3.06 of the Richland Municipal Code had not been updated since its adoption in 1984. She provided an overview of proposed changes, including the additional options to exchange or auction surplus real property. She further explained that additional parameters around the Request for Proposals (RFP) and Request for Qualifications (RFQ) process were added for additional protection of the City, and shared that the code edits also allow Council to invite relevant input from any board or commission, not just the Economic Development Committee.

Councilmember Whitten expressed gratitude for the City Attorney's proactive effort to update this section of the code and bring this item to the Council's attention.

COUNCILMEMBER LUKSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-07, AMENDING CHAPTER 3.06 OF THE RICHLAND MUNICIPAL CODE RELATED TO SALE OR LEASE OF CITY REAL PROPERTY FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

15. Resolution No. 2025-43, Declaring Surplus and Authorizing Relinquishment of a Portion of Two Easements Lying within the Plat of Veneto Villagio

Public Works Director D'Alessandro described the location of the easement, adjacent to Aya Way and Gateway Street, within the Plat of Veneto Villagio and stated that the easements were initially placed to ensure future properties would have access to utilities. However, utilities for which the easements were set aside have since been located elsewhere. He reiterated that the easements under consideration were no longer needed.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-43, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A PORTION OF TWO EASEMENTS LYING WITHIN THE PLAT OF VENETO VILLAGIO. 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 recognized and welcomed members of the Boy Scouts in the audience. He also highlighted two (2) grant items listed on the consent agenda as excellent examples of community partnerships. City Manager Amundson also previewed the agenda for the upcoming Council workshop.

City Council

Councilmember Maier provided an update from the recent Ben Franklin Transit Board meeting highlighting the recovery in ridership. He also commented on the challenges faced by Richland's unhoused community and the importance of the Richland Fire Department's Resource Navigator to help connect those experiencing homelessness to services.

Councilmember Whitten provided an update on Arts Commission interviews and indicated a recommendation to fill upcoming vacancies would be forthcoming for Council consideration. Councilmember Whitten also voiced his support for the Memorandum of Understanding (MOU) with the Seattle Police Department for Internet Crimes Against Children (ICAC) and the Electric Vehicle (EV) Fire Suppression Blankets grant.

Councilmember Jones stated that street racing along several city streets appears to be on the rise again. She noted that she has been receiving complaints about this issue and asked City Manager Amundson to investigate options for addressing the issue.

Councilmember VanDyke recognized members of the Boy Scouts in the audience, and provided an update on recent interviews to fill the vacant position on the Planning Commission. He thanked Deputy City Manager Schiessl for his work on the legislative front and mentioned the annual Employee Breakfast held on March 7, 2025. In conclusion, he praised staff for the updates provided at the recent Council retreat, especially the progress made on strategic plan initiatives.

Councilmember Lukson highlighted several takeaways from the Council retreat, including the discussions on succession planning, parking reform, and strategic planning. He voiced his appreciation for the diverse thoughts and discussion from other councilmembers.

Mayor Pro Tem Kent shared her takeaways from the recent Council retreat, including her appreciation of Finance Director Allen's discussion on revenue generation, and his

tax and expense forecasting presentation. She also highlighted the Parks & Recreation Commission's work to fill vacancies and agreed with Councilmember Maier's comments on strategies to support the unhoused. Mayor Pro Tem Kent closed her comments by encouraging staff to look at ways to make engagement with the Council welcoming and less stressful for the public.

Mayor

Referencing the March 14, 2025 City Council Annual Retreat, Mayor Richardson thanked fellow councilmembers for their engagement and staff for their work during the retreat. Mayor Richardson mentioned the 250th anniversary of the Constitution next year and the planning that is currently underway to recognize the anniversary. She invited interested members of the public to connect with her for more information.

Adjournment

Mayor Richardson adjourned the meeting at 6:42 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, March 25, 2025

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	Present
Councilmember Lukson	Present (Remote via Zoom)
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, Finance Director Allen, Fire Chief Huntington, Public Works Director D'Alessandro, Chief of Police Pilcher, and City Clerk Rogers.

Agenda Items

1. Industrial Growth of the City North of the Northwest Advanced Clean Energy Park

Deputy City Manager (DCM) Schiessl began by stating the purpose of the discussion was to explore potential Industrial Growth North of the Northwest Advanced Clean Energy Park (NACEP). He was joined by Tim Haddick from the Department of Energy (DOE), with additional representatives from DOE, Pacific Northwest Site Office (PNSO), and Pacific Northwest National Laboratory (PNNL) present in the audience for possible input.

DCM Schiessl framed the discussion as a high-level policy question and two task-level questions: to determine whether the City and its partners should engage with Congress to acquire additional industrial land from the DOE; whether the City should engage the DOE regarding fire services; and whether the City should engage with DOE regarding possible acquisition and operation of a substation and electric distribution system.

DCM Schiessl rooted the conversation in the City of Richland's policy documents, noting that the Strategic Plan calls for high-performance government, strengthened partnerships, and focused development, all of which are tied to the success of the Clean Energy Park. He also referenced the Comprehensive Land Use Plan (CLUP), which encourage commercial and industrial growth on lands previously owned by the DOE. In addition, he cited Contract 350-19, a 2019 agreement with Battelle that supported the

creation of a new fire station in north Richland and expanded emergency response capabilities to serve DOE interests, particularly at PNNL.

Using maps from the presentation, DCM Schiessl reviewed the current status of NACEP, highlighting the commitments already made to projects such as Ruby Flats Solar, Washington Energy LLC, and Atlas Agro, as well as a potential data center interest. He pointed out that interest in the park has exceeded expectations, prompting the need to begin planning for the next phase of industrial development.

The focus then shifted to a 5,200-acre corridor north of the Clean Energy Park identified as industrial in DOE's CLUP. The area has minimal existing infrastructure, limited to a few access roads, a power distribution line, and a rail line to Energy Northwest, and would require significant investment and coordination for development.

Several maps illustrating ownership complexities were referenced. One key project mentioned was the proposed 8,000-acre Hecate Solar Farm, which overlaps with land surrounding the Clean Energy Park. DCM Schiessl emphasized the need for careful planning and a long-term outlook, noting that land acquisition processes can take six (6) to eight (8) years, as demonstrated by the last land transfer facilitated by Tri-Cities Development Council (TRIDEC). That previous transfer, like the one now being considered, occurred at no cost but came with requirements for economic development and restrictions on land use.

Councilmembers raised questions about infrastructure needs, environmental conditions, costs, potential risks, and the feasibility of including residential development (which the DOE does not support for this land). DCM Schiessl acknowledged risks related to acquiring former nuclear land but assured that due diligence and environmental review would be part of any acquisition effort. He also addressed the ongoing role of the Intertribal Advisory Board (ITAB), which was established to uphold tribal consultation obligations after the previous land transfer. He indicated that future negotiations might involve further tribal considerations, such as access to culturally significant lands like Rattlesnake Mountain.

Mr. Haddick affirmed that DOE's long-term intent is to reduce its physical footprint to the central plateau of the Hanford site, which aligns with local interests in repurposing surrounding land for industrial growth. While he could not commit on behalf of DOE, Mr. Haddick confirmed that DOE's land-use planning supports industrial use of the area in question.

DCM Schiessl concluded that, given the strategic importance of the land, increasing interest from private partners, and alignment with local and federal plans, the City should begin preliminary engagement with congressional and federal partners to explore the possibility of acquiring the land. He reiterated that starting the process now was prudent, as the timeline to complete a transfer and ready the land for development is lengthy and complex.

Mr. Haddick presented on the proposed development of Hanford Fire Station 93. He explained that PNSO and PNNL had previously approached Richland City Council to explore the potential for expanding fire services further north. This idea originally stemmed from a decision made over a decade ago by the Richland Operations Office to eventually replace the current fire station in the 300 Area with a new facility closer to the Central Plateau.

Although the process was delayed by events such as COVID-19, planning has resumed and a new station near the vitrification plant is now in development. The project has received funding and is expected to break ground this summer, with completion anticipated in two and a half to three years.

Meanwhile, Fire Station 93 has continued to deteriorate and is reaching a point where it may no longer be habitable. This has prompted an accelerated timeline for relocating its personnel and services. In collaboration with PNSO and PNNL, the City is now examining the feasibility of moving operations further north sooner than originally planned.

Mr. Haddick also highlighted the growing need for emergency response services at the Hammer and PTA facilities along Horn Rapids Road, which are currently underserved. As a result, the City is being asked to consider expanding the response area to not only include the Hanford 300 Area, but also Hammer Training and Patrol Training Academy (PTA). The proposed timeline for the move could be early as this fall, and the City's interest and capacity to support this expanded plan is now under discussion.

Next, DCM Schiessl presented on the possible acquisition and operation of a substation and electric distribution infrastructure currently operated by DOE, along with a transmission line that serves a small electric load. He noted that although the substation is large, it supports a relatively small load, resulting in underutilization. The station was described as redundant, well-built, and not suffering from deferred maintenance, though its components are becoming obsolete due to age and outdated technology.

DCM Schiessl framed this presentation as preliminary notice that the Energy Services Department may bring forward a recommendation later in the year for the City to take over this infrastructure. If that happens, the City would begin serving small loads in the Hanford 300 Area directly by the end of the year, and the substation's connection to the Bonneville Power Administration (BPA) grid could be utilized for broader energy needs.

It was noted that in North Richland, utility service rights are influenced by proximity to new loads. Currently, Benton PUD serves Laser Interferometer Gravitational-Wave Observatory (LIGO) and has a presence in the Hanford 400 Area, which may be significant as the City considers expanding its industrial base.

Council offered comments and engaged in a question-and-answer session with staff and Mr. Haddick throughout the presentations.

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

Closing Comments

At Mayor Richardson's request, Fire Chief Huntington provided an update to the Yakima Delta fire that began on Sunday morning.

Future Workshop Agenda Items

None.

Adjournment

Mayor Richardson adjourned the workshop at 7:13 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2025-07, Amending Chapter 3.06 of the Richland Municipal Code related to Sale or Lease of City Real Property

Department/Office
City Attorney

Ordinance/Resolution Number:
2025-07

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-07, amending Chapter 3.06 of the Richland Municipal Code related to Sale or Lease of City Property.

Summary:

The City's authority to buy and sell land is derived from the Richland City Charter, which provides that, "[t]he Council, in the name of the city, shall have the power . . . to acquire land or other property, within or without the boundaries of the city, by purchase, gift, devise, lease, condemnation, or otherwise, for any corporate purpose or use, or necessary in the exercise of any corporate power under the general laws or this Charter, and to sell or otherwise convey, and to lease, hold, manage, and control any such property as the Council deems the interests of the city require." Article II, Section 2.07.

Chapter 3.06 RMC, which governs sale or lease of city-owned real property, provides the regulations necessary to implement the authority found in Article II, Section 2.07 of the Richland City Charter. This section of code was first adopted in 1984 and has remained largely unchanged over the last 40 years.

A general survey of municipal codes across Washington revealed four (4) typical approaches to real property disposition: 1) sealed bid; 2) auction; 3) direct negotiation; and 4) RFP/RFQ solicitation. While the current procedures found in Ch. 3.06 RMC speak in broad terms to sealed bids and direct negotiation, the current code does not include the option of auction, and does not provide a robust process for selling land through an RFP/RFQ process. The City's recent utilization of this code section brought to light deficiencies that will be remedied by the proposed edits included in Ordinance No. 2025-07.

The recommended edits also broaden the opportunity for input from various City boards, commissions and committees that may be uniquely suited to provide a recommendation to aid Council's decision-making. Currently, the Economic Development Committee (EDC) is the body primarily engaged for such input.

Staff recommends approval of Ordinance No. 2025-07.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 2025-07

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 3.06 OF THE RICHLAND MUNICIPAL CODE RELATED TO SALE OR LEASE OF CITY REAL PROPERTY.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to align it with best practices; and

WHEREAS, Chapter 3.06 RMC, titled Sale or Lease of Real Property, was first adopted in 1984 and has remained largely unchanged over the last 40 years; and

WHEREAS, updates to Chapter 3.06 RMC are necessary to provide Richland City Council with the full array of options for sale or lease of City property consistent with those enjoyed by most municipalities in the state of Washington.

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

Section 1. Chapter 3.06 of the Richland Municipal Code, entitled Sale or Lease of City Real Property, as first enacted by Ordinance No. 24-84, and last amended by Ordinance No. 41-93, is hereby amended to read as follows:

CHAPTER 3.06 SALE OR LEASE OF CITY REAL PROPERTY

Sections:

3.06.010 Purpose – Policy – Objectives.

3.06.020 Authority.

3.06.030 Declaration of surplus.

3.06.040 Sale, ~~or~~ lease or exchange procedures.

3.06.050 Conveyance procedures.

3.06.060 Exceptions.

3.06.010 Purpose – Policy – Objectives.

A. Purpose. The purpose of this chapter is to establish policies and procedures regarding the surplus~~ing~~ and ~~the~~ sale, ~~or~~ lease or exchange of certain real property owned or otherwise controlled by the city.

B. Policy. It shall be the policy of the city to consider sale, ~~or~~ lease or exchange of real property owned or controlled by the city when such property is determined to be surplus to the needs of the city, and where it is demonstrated to the satisfaction of the city council that sale, ~~or~~ lease or exchange will best serve the public interest. For purposes of this chapter, the public interest will best be served when a transaction accomplishes one or more of the objectives listed in subsection (C) of this section.

C. Objectives. The purpose and policies of this chapter are intended to accomplish the following basic objectives, which should be achieved in a balanced manner to ensure that none are over-emphasized to the detriment of the others:

1. Stimulate ~~the~~ development of the city's economic base to provide employment opportunities and tax revenues for the city and other local taxing entities;
2. Meet ~~the~~ financial obligations resulting from prior property transactions of the city;
3. Provide capital for economic development purposes, for parkland operations (planning, acquisition, design, construction and maintenance and operation), and such other purposes as the council determines are necessary and appropriate; and
4. Provide a source of general revenue to the city over and above the tax yields from such real property.

3.06.020 Authority.

Whenever ~~it is determined by~~ the city council determines that ~~it is in~~ the best interests of the city are served by the sale, lease or exchange of ~~that~~ real property owned by the city ~~should be sold or leased~~, the council may authorize the sale, ~~or~~ lease or exchange and conveyance of such real property; upon any terms and conditions which it deems appropriate. In taking such action, the council may reserve, sell or lease mineral or other resources on any such real property separate and apart from the land in the same manner and upon the same terms and conditions as provided for in this chapter.

3.06.030 Declaration of surplus.

Prior to the sale, ~~or~~ lease or exchange of any city-owned real property, the city council shall determine that the property is excess to the present and future municipal needs of the city.

A. In making such a determination, the council shall utilize the following criteria:

1. Conformance with the city's comprehensive plan as provided in ~~RMC~~ Title 23 RMC;
2. Recommendations from the economic development ~~board~~ committee and the ~~physical~~ planning commission, and, as deemed appropriate and requested by the council, recommendations from other city boards and commissions such as the utility advisory committee ~~board~~ and or the parks and recreation commission;
3. Input from the public at a duly advertised public hearing held by city council or any board, commission or committee providing a recommendation to city council on the proposed surplus action;
4. Recommendations within the 1973 report prepared for the council by the land sale/lease policy committee entitled, "Proposed Policy for the Sale or Lease of Excessed City Owned Property," and adopted as a guideline by council by resolution (No. 64-84); and

5. Other forms of input determined appropriate or desirable by the council.

B. If the council determines the property to be no longer necessary for present and future municipal use, it may declare by resolution the property to be surplus. Upon making such declaration of surplus, the council may also make the following determinations:

1. Whether the parcel should be sold, ~~or~~ leased or exchanged;
2. Whether special consideration should be given to abutting land owners;
3. Whether special covenants or restrictions should be placed on the real property as a condition of sale, ~~or~~ lease or exchange;
4. Whether the parcel should be sold or leased by sealed bid, auction, solicitation or direct negotiation;
5. What formality of appraisal is necessary to set the minimum acceptable price to achieve reasonable value.

C. Upon declaration of surplus by the council, the city manager or designee shall undertake disposal of the parcel(s) in accordance with the council's directives.

3.06.040 Sale, ~~or~~ lease or exchange procedures.

After surplus, sale or lease procedures disposition may occur through one of the following methods. ~~be initiated following one of two events: a determination by the city council that economic indicators favor sale or lease or upon specific request by a firm or individual to lease or purchase city property.~~ In determining which process to utilize, the council shall give consideration to the findings and recommendation of any board, commission or committee providing review of the proposed action. ~~the economic development board.~~

A. Disposition by Sealed Bid ~~Process~~. If the council requires the real property to be sold or leased upon competitive bids, the following procedures shall be utilized:

1. The city clerk shall give notice that the city will invite bids for purchase or lease of the property by one (1) publication in the official newspaper of the city, posting in a conspicuous place ~~in the~~ at City Hall, on the city's website, and on the subject real property, and/or such other notification or advertising determined to be appropriate. The publication and posting shall be at least 10 calendar days before the final date for submitting bids;
2. Publication and posting for bids shall particularly describe the property or portion thereof proposed to be sold or leased, shall designate the place and the time of the bids to be opened, and shall set forth any terms and minimum price, if any, established by the council;
3. Bids shall be opened in public at the time and place stated; ~~and~~

4. The council may reject any and all bids, or the bid for any one or more of the parcels included in the advertisement for bids, and reserves the right to waive any irregularities in the bid process; and:

5. If the council accepts a bid, the prevailing bidder must enter into a purchase and sale agreement and make a deposit in the amount agreed by the parties within the time specified by the city. Such deposit shall be deposited into escrow until closing on the purchase of the property, and payment of the remaining amount of the purchase price shall be made within thirty (30) days, unless otherwise agreed by the parties. In the event the prevailing bidder is unable to pay the remaining amount within the required time, the earnest money deposit shall become non-refundable and may be retained by the city as liquidated damages.

B. Disposition by Auction. If the council requires the real property to be sold by public auction, the following procedures shall be utilized:

1. The city manager or designee shall choose a qualified auction company to host the auction, and will establish a minimum bid price based on the property's estimated value;

2. Notice of the auction, a description of the property or portion thereof to be sold, the date(s) of the auction, and any other pertinent information shall be published at least once in the official newspaper of the city at least ten (10) calendar days before the auction begins. Notice will also be posted continuously on the city's website for no less than ten (10) calendar days prior to the auction and until the auction ends.

3. The city will accept the highest bid that exceeds the city's minimum bid price. If no bids are received, or if no bids exceed the city's minimum bid price, the city manager may direct disposition of the property by another method available under this chapter.

4. The prevailing bidder must immediately tender a cash deposit or certified check for deposit into escrow as earnest money in the amount of \$5,000. Payment of the remaining amount of the purchase price shall be made within thirty (30) days. In the event the purchaser is unable to pay the remaining amount within the required time, the earnest money deposit shall become nonrefundable and shall be retained by the city as liquidated damages; provided, however, that the purchaser may, at their option, deposit an additional \$5,000 extension fee, in which case their time to make full payment shall be extended for one (1) additional 60-day period. In the event full payment is not made by the conclusion of the additional 60-day period, an additional \$1,000 shall be retained by the city from the extension fee as liquidated damages relevant to the additional lost time and expense. The remainder of the extension fee shall be returned to the prevailing bidder.

~~BC. Disposition by Negotiated Sale Process.~~ The council may determine that property should be sold or leased through direct negotiations, ~~either as a result of a specific request, or as a result of city-initiated advertising or other solicitation. In either event, sale or lease consideration shall proceed as follows:~~ Where real property is sold by direct negotiation, the City and the prospective purchaser shall enter into a purchase and sale agreement which will detail, among other issues, the earnest money to be deposited for the subject parcel.

- ~~1. All requests shall be directed to the city manager or his designee;~~
- ~~2. The city manager or his designee shall schedule the request for review and consideration by the economic development board, along with a report discussing the following:~~
 - ~~a. Status of the surplus property;~~
 - ~~b. Whether the property should be considered for public bid offerings;~~
 - ~~c. Whether, and for what reason(s), sale or lease would be advantageous to the city; and~~
 - ~~d. Any other special considerations which apply to and which will aid the board in considering the request;~~

D. Disposition by Request for Proposal. Where property is sold through a process that includes a request for proposals (“RFP”), a specification document, including criteria for evaluation of applicant proposals, will be made publicly available to any person or entity desiring to submit a response. To the extent a uniquely qualified or suitable applicant is sought by the city for a specific development interest, the city may forego the RFP process in favor an a Request for Qualification (RFQ), which will follow the same process. Acceptance or rejection of responses to a Request for Proposal or a Request for Qualifications shall be in the sole discretion of the City Council.

1. Once the city selects a developer related to the property at issue, the parties will move into a contracting phase, which may include one or both of the following contract instruments: an Exclusive Negotiating Agreement (“ENA”); a Disposition and Development Agreement (“DDA”) to capture the legal rights and obligations between the selected developer(s) and the city.

E. Special Disposition. In cases where the city council determines that the public interest in a reasonable return is outweighed by the public benefit, the council may designate such real property for disposal by special disposition through any procedure authorized by law, including, but not limited to, the sale, transfer, or exchange of the property through one of the procedures outlined above, but for less than fair market value to the extent allowed by law.

F. Whenever the proposed property disposition aligns with the purpose and duties of any city board, commission or committee, including but not limited to the economic development committee, the planning commission, or the parks and recreation commission, staff will present the details of the proposed land transaction to the relevant advisory body and obtain a recommendation to present to city council for consideration.

- ~~3. The economic development board shall review the request and make findings, based on the policy and objectives and the criteria provided in this chapter, for the council’s consideration;~~
- ~~4. The council shall act on the request, with due consideration to the findings and recommendation of the economic development board and, as appropriate, other boards, commissions, or individuals.~~

3.06.050 Conveyance procedures.

Upon receipt of an acceptable bid or negotiated offer for sale or lease of city real property, the city manager or ~~his~~ designee shall submit a report and recommendation to the city council for action. The council shall proceed as follows:

A. The council may solicit additional information it deems necessary and appropriate, including input from the public at a duly advertised public hearing, prior to taking action to accept or reject any sale, ~~or~~ lease, or exchange offer.

B. Upon determination of an acceptable bid or offer, the council shall authorize the city manager to cause the necessary instruments to be prepared and executed.

C. Conveyances shall be made by quitclaim deed or statutory warranty deed as warranted by the circumstances. Copies of such conveyance instruments shall be recorded ~~filed~~ with the Benton County Auditor ~~assessor's office by the city clerk.~~

D. The title to any sold city real property shall not be transferred until the purchase price therefor has been fully paid and any applicable terms or conditions have been fully satisfied.

E. The net receipts from sold city real property, not designated for other purposes, shall be deposited into the capital improvement fund.

3.06.060 Exceptions.

This chapter shall not apply to the following dispositions of real property:

A. When selling to another governmental agency, in which event the transfer is approved by the court as provided by law; and

B. When provisions of the RCW impose conditions for the disposition of municipal property, those laws shall be treated as limited exceptions to this chapter. Exceptions include, but are not limited to, the following as they may from time to time be amended:

1. RCW 35.21.660 through 35.21.680 and 35.21.730 through 35.21.755 relating to transfers to corporations by the city;
2. Chapter 35.94 RCW relating to surplus utility property; and
3. Chapters 39.33 and 39.34 RCW relating to intergovernmental transactions.

C. Sale of properties that have been acquired by the city by means of foreclosures of real estate sales contracts or for nonpayment of LID or other assessments and whether by deed in lieu of foreclosure or by judgment of foreclosure and attendant sheriff's deed.

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 1st day of April, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 18, 2025
Second Reading: April 1, 2025
Date Published: April 6, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-40, Authorizing a Consultant Agreement with Jacobs Engineering Group for the SR-240/Aaron Interchange Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-40

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-40, authorizing the City Manager to sign and execute an agreement with Jacobs Engineering Group for preliminary engineering design and environmental review work in support of the SR-240/Aaron Interchange Improvements project.

Summary:

The City's 2025 – 2030 Transportation Improvement Program, adopted by Resolution No. 2024-76, included a project titled SR240/Aaron Interchange Improvements (the "Project"). Washington State allocated \$1,000,000 to the City of Richland in its 2023 – 2025 State Transportation Budget for the Project. The State funds will provide the best value if applied to preliminary engineering design and environmental review work.

In 2020, the City selected the Jacobs Engineering Group through a competitive professional services solicitation to complete a planning study for the Project. Consistent with City purchasing policies, the City Manager has waived a competitive Request for Qualifications procurement process for this work because the scope of work for the 2020 planning study and for the current engineering and environmental review work require similar professional skills and expertise, and because a competitive process was utilized to select the Jacobs Engineering Group for the planning study.

A scope of work and budget have been negotiated with Jacobs Engineering Group that will efficiently utilize the available Washington State funds to advance preparations to construct the SR240/Aaron Interchange Improvements. The negotiated scope of work with Jacobs Engineering Group is estimated at \$928,000. The remainder of the funds will be utilized to fund City of Richland and Washington State Department of Transportation staff time.

Staff recommends adoption of Resolution No. 2025-40.

Fiscal Impact:

This contract, estimated at \$928,000, is fully funded through a Washington State Department of Transportation Complete Streets Grant Award of \$1,000,000, which was authorized by Council on March 18, 2025 per Resolution No. 2025-42. The grant does not require local matching funds.

Attachments:

1. Resolution No. 2025-40
2. Proposed Local Agency A&E Professional Services Agreement for State Route 240 and Aaron Drive Complete Streets

RESOLUTION NO. 2025-40

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH JACOBS
ENGINEERING GROUP FOR THE SR-240/AARON INTERCHANGE
IMPROVEMENTS PROJECT.**

WHEREAS, the City’s 2025 – 2030 Transportation Improvement Program, adopted by City Council Resolution No. 2024-76, includes a project titled SR-240/Aaron Interchange Improvements Project (the “Project”); and

WHEREAS, Washington State allocated \$1,000,000 to the City of Richland in the 2023 – 2025 State Transportation Budget for the Project; and

WHEREAS, the state funds will provide the best value if applied to preliminary engineering design and environmental review work; and

WHEREAS, in 2020, the City selected the Jacobs Engineering Group through a competitive professional services solicitation to complete a planning study for the Project; and

WHEREAS, consistent with City purchasing policies, the City Manager waived a competitive Request for Qualifications (RFQ) procurement process for this work because the 2020 planning study and the current engineering and environmental review work require similar professional skills and expertise possessed by the Jacobs Engineering Group, and because the Jacobs Engineering Group was previously selected through a competitive solicitation process; and

WHEREAS, a scope of work and budget have been negotiated with Jacobs Engineering Group that will efficiently utilize the available state funds to advance preparations to construct the Project; and

WHEREAS, the City’s best interests are served by contracting with the Jacobs Engineering Group to perform preliminary engineering design and environmental review work on 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 consultant agreement with the Jacobs Engineering Group valued at \$928,000 for preliminary engineering design and environmental review work on the SR-240/Aaron Interchange Improvements 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 1st day of April, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Jacobs Engineering Group Inc.	
Address 1100 - 112th Avenue NE, Suite 500 Bellevue, WA 98004	Federal Aid Number N/A
UBI Number 601-008-037	Federal TIN 95-4081636
Execution Date 3/18/25	Completion Date 1/31/27
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title SR 240/Aaron Drive Complete Streets Improvements	
Description of Work The City of Richland, WA, (the "Owner") intends to increase mobility and safety for freight, pedestrians and bicyclists, transit, and commuter traffic using the SR 240 - Aaron Drive interchange. The SR 240 Aaron Drive Complete Streets Improvements project will include non-motorized pedestrian and bike connectivity between Wellsian Way and the Bypass Shelter Belt and Chamna Natural Preserve trail systems along the Yakima River, grade separation of the eastbound SR240 ramp to I-182 eastbound, and a roundabout intersection serving the other interchange approaches and exits.	
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Maximum Amount Payable: 928,000.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Richland, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. **Payment** information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Pete Rogalsky
Agency: City of Richland, Public Works
Address: 625 Swift Blvd., MS-26
City: Richland State: WA Zip: 99352
Email: PRogalsky@ci.richland.wa.us
Phone: 509-531-4799
Facsimile: 509-942-7468

If to CONSULTANT:

Name: Julee Trudeau
Agency: Jacobs Engineering Group, Inc.
Address: 1100 - 112th Avenue NE, Suite 500
City: Bellevue State: WA Zip: 98004
Email: julee.trudeau@jacobs.com
Phone: 509-899-3545
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's 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 the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Kristin Rawlinson
Agency: City of Richland, Public Works
Address: 625 Swift Blvd., MS-26
City: Richland State: WA Zip: 99352
Email: krawlinson@ci.richland.wa.us
Phone: 509-942-7466
Facsimile: 509-942-7468

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature Date

Signature Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

***Exhibit A
Scope of Work***

Project No. _____

See attached Scope of Work.

DRAFT

CIVIL ENGINEERING PROFESSIONAL SERVICES
SCOPE OF WORK

**Consultant Agreement
Exhibit A**

SR 240/AARON DRIVE
COMPLETE STREETS IMPROVEMENTS

Prepared for
City of Richland

March 2025

Jacobs

32 N 3rd Street
Suite 320
Yakima, WA 98901

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GENERAL

The City of Richland, WA, (the “Owner”) intends to increase mobility and safety for freight, pedestrians and bicyclists, transit, and commuter traffic using the SR 240 - Aaron Drive interchange. The SR 240 Aaron Drive Complete Streets Improvements project (the “Project”) will include non-motorized pedestrian and bike connectivity between Wellsian Way and the Bypass Shelter Belt and Chamna Natural Preserve trail systems along the Yakima River, grade separation of the eastbound SR240 ramp to I-182 eastbound, and a roundabout intersection serving the other interchange approaches and exits. This project is funded by the Climate Commitment Act grant for design, environmental, and bidding support services. This Scope of Work describes the design services in helping the Owner further develop the Project.

Agreement Clarifications

The following are clarifications to the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement.

- City of Richland, WA (the “Owner”) means the Agency.
- Jacobs Engineering Group means the Consultant.
- V. Payment Provisions, (A. Direct Non-Salary Costs), is supplemented with the following:

Meals will be reimbursed on a per diem basis, receipts are not required. Per diem documentation will include travel start and end times, the employee’s work schedule, travel origin & destination, and length of stay.

Schedule: This Consultant Agreement shall cover the services provided by the Consultant from March 18, 2025 through January 31, 2027. Amendments will be prepared to cover services beyond those specified in this Consultant Agreement as requested by the City. If adequate funding is acquired the project will be prepared for bid advertisement at the end of November, 2026.

Jacobs Team: References in this scope of work to Consultant include Jacobs (prime Consultant) and team partners (subconsultants and vendors) listed below.

Subconsultant team:

- AAR or Budinger – Soil Materials Laboratory Testing Services

Vendor team:

- Holcene or Budinger – Geotechnical Exploration and Drilling Services

Colocation/Meetings/Workshops: The Consultant will use a blend of in-person and virtual communication techniques throughout the Project. The Project Manager (PM) and Deputy PM will attend monthly meetings. Discipline leads will attend monthly meetings as necessary via “Microsoft Teams”.

To Be Provided by the Owner

- City of Richland standards, policies and procedures related to design and PS&E (if applicable).
- Documentation or estimate templates the Owner prefers.
- Basemap files, as-builts, utility agreements, memorandum of understanding, and previous reports (as necessary)

Design Criteria and Reference Assumptions: These manuals are a baseline for estimating the CONSULTANT's level of effort for this work. If future revisions to these manuals necessitate changes to work already done, the Owner and the Consultant shall evaluate changes in scope, and initiate a scope change, if appropriate. The design, contract plans, specifications, and estimates (PS&E) shall be prepared in accordance with the following manuals and reference materials:

- WSDOT Design Manual M 22-01.22 (September 2024)
- WSDOT Standard Plans M21-01 (September 2024)
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M41-10 (current Edition)
- City of Richland Public Infrastructure Construction Plan Requirements and Design Guidelines (June 28, 2024)
- City of Richland Standard Special Provisions (February 2024)
- City of Richland Materials List (February 2024)
- City of Richland Record Drawing Requirements
- City of Richland CADD Standards
- City of Richland Citywide Transportation Plan (February 2005)
- APWA General Special Provisions
- WSDOT Local Agency Guidelines Manual
- Department of Ecology Stormwater Management Manual for Eastern Washington
- WSDOT Highway Runoff Manual M31-16 (current version)
- WSDOT Hydraulics Manual M23-03 (2024 Edition)
- WSDOT Geotechnical Design Manual M46-03.16 (2022 Edition)
- WSDOT Right of Way Manual
- WSDOT Bridge Design Manual LRFD
- AASHTO LRFD Bridge Design Specifications
- AASHTO Guide Specifications for Seismic Bridge Design
- AASHTO Guide Specification for Seismic Design of Bridges (2011)
- FHWA MUTCD, 11th Edition, December 2023
- NFPA 70: Electrical Code (NEC), 2020
- IESNA American National Standard Practice for Roadway Lighting (ANSI/IES RP-8-21)
- WSDOT Roadside Electrical and Electronic Systems (REES_ Standard E1 Roadside Power Distribution
- WSDOT Materials Manual M 46-01WSDOT Maintenance Manual M 51-01
- WSDOT AGi32 Basics for WSDOT Highway Lighting
- ADA Guidelines and Policies
- AASHTO: A Policy on Geometric Design of Highways and Streets
- WSDOT Basis of Design – Preliminary – SR240/Aaron Interchange Improvements – 6-30-2022
- WSDOT SR240/Aaron Intersection Control Evaluation – 3/3/2022
- WSDOT – FHWA – Access Change Determination – I-182 / SR240 / Aaron Drive Interchange Improvements – 7/18-2022

Project Assumptions

- All project element should follow WSDOT policies, procedures, and manuals except for the Aaron Drive approach to SR 240 and the bike pathway between Wellsian Way and Chamna Trail. These will follow City standards and design decisions.

- Hours required for quality control (checking) of all work products are included in the tasks under which those work products are scoped.
- The Consultant will provide phased professional engineering and environmental services thru 30% design in original contract. The Consultant and City will negotiate additional engineering and environmental work in a future amendment to the contract, as additional funding becomes available.
- Consultant will provide one (1) electronic copy of all plan submittal. The Consultant will use ProjectWise and Sharepoint to host all electronic submittals. The project will be reviewed by the City and WSDOT concurrently. The Consultant shall provide a 4-week review for each submittal. The Consultant shall provide submittals to WSDOT SCR Local Programs. WSDOT will distribute the submittal to departments and divisions of their agency (including region and headquarters offices) and collect comments.

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1.0 PROJECT MANAGEMENT

PM.1 Project Management

PM.1.1 Administration and Coordination

Staff and manage a project team to provide project work products, monitor budget and schedule, and coordinate with the Owner on a regular basis. This management includes general project management and administrative tasks such as document management, internal project controls and report generation, and overall project coordination of tasks with the Owner and the project team. Maintain ongoing communications via telephone, email, and periodic office visits with the Owner regarding project issues and progress. Participate in and prepare a summary of decisions and actions items discussed at meetings.

Prepare invoices and supporting documentation, complying with the Owner's requirements.

PM.1.2 Change Management and Quality Assurance and Control

The Consultant will establish a change management tracking process to help advise the Owner on anticipated changes to the civil engineering professional services as the Project progresses. Discuss potential change management items with owner monthly. The Consultant will establish a quality management plan for the Consultants work. Perform quality assurance and control activities for the Consultants work products throughout the Project.

PM.1.3 Project Initiation, Meetings, and Project Management Plan

Regularly consult with Owner to seek clarification as the Project progresses, to ensure goals and objectives are met, and to identify project risks and discuss mitigation measures.

Kickoff Meeting: Conduct a kickoff meeting in-person with the Owner to initiate the activities described in this Scope of Work. The meeting will help establish the goals and objectives and set the roles and responsibilities, which will be documented in the Project Management Plan. Collaborate with the Owner in review of background information to determine key project elements to be considered in further developing the Project.

Regular Coordination Meetings: Collaborate with the Owner during 60 minute monthly meetings with Key Staff, the Consultant's support team members will attend via "Teams". This meeting is a discussion of discipline specific engineering and environmental topics.

Comment Resolution Meetings: Key Team Members will participate in up to two (2) hour comment resolution meetings for 15% and 30% deliverables. Comment resolutions for 60%, 90%, and 100% deliverables will be included in a future amendment.

Project Risk Monitoring and Mitigation Measures: Prepare project requirements for the Project that incorporate Owner's Project Goals. Develop and track project risks and a mitigation measures. Update risk matrix every month.

Project Management Plan (PMP): Prepare the PMP for the Project which will contain a summary description of Project, Owner's objectives for the Project, and a project schedule. The Consultant will prepare a design master schedule for completion of the Project in P6 and share a pdf with the Client for review and comments. The schedule will be a living document that will be updated once a month.

2.0 DESIGN

The Consultant shall provide professional design services that includes a roundabout, interchange on-ramp, trail, sidewalk, ADA ramps, retaining walls, bridge, illumination, signage, striping, and trail signalization from preliminary design to final design.

DES.2.1 15% Design

DES.2.1.1 15% Roundabout Design

The 15% design phase will confirm roundabout and the on-ramp geometry elements.

The Consultant will develop the roundabout traffic analysis, geometric layout, and Roundabout Geometric Design Peer Review for submittal to the City and WSDOT. The peer review package will include the following:

- Summary of existing intersection conditions
- Updates to the existing Basis of Design (BOD), as necessary
- Finalized roundabout geometric layout with active transportation crossing locations
- Travel path design speeds analysis
- Design vehicle and accommodated vehicle turning movement
- Path overlap analysis
- Sight distance analysis
- Traffic operations analysis of proposed roundabout for base and design year scenarios, including Sidra outputs
- Updates to the existing Intersection Control Evaluation (ICE), if necessary due to major change in roundabout configuration

The Consultant will meet with the City and WSDOT to discuss the findings in the Roundabout Geometric Peer Review package and either gain concurrence to finalize the geometry or will make revisions and follow up with a final peer review meeting.

The approved roundabout geometrics will be documented in the Intersection Plan for Approval, as required by WSDOT. Any changes to the design vehicle, speed or reconfiguration of the roundabout geometrics after this review, may require an amendment for redesign.

DES.2.1.2 Conceptual Level Bridge and Retaining Wall Alternative Evaluation

The Consultant will prepare the 15% interchange on-ramp design in support of the draft bridge type, size, and location (TS&L).

The Consultant shall conduct an alternative analysis of the overpass bridge by identifying and evaluating two (2) alternatives. The Consultant's responsibilities shall include the following:

Develop the Evaluation Criteria Matrix template – The Evaluation Criteria Matrix template will be developed collaboratively by the Consultant, the City, and WSDOT. It will be used in the Draft Bridge TS&L report for evaluating each proposed alternative.

Identify and Evaluate Alternatives – Identify and evaluate up to three bridge and retaining wall alternatives using criteria developed by the City, WSDOT and Consultant. Potential criteria may include:

- Civil (roadway and drainage) design aspects
- Environmental impacts
- Right-of-way needs
- Geotechnical aspects
- Structural design aspects
- Traffic impacts
- Staging and construction phasing
- Construction duration
- Long term maintenance needs
- Economical solutions

1 Develop Conceptual Level Plans of Alternatives – Develop conceptual level plans for each
2 alternative. The plans will include the alignment, profile, bridge layout, typical section and ROW
3 impacts for each alternative.

4 Develop Cost Estimates – Prepare construction cost estimates for each alternative. These costs
5 will include all items for the construction of the bridge and roadway, including ROW costs.

6 **15% Design Deliverables**

- 7 • Roundabout Geometric Design Peer Review Package
- 8 • Roundabout Geometric Design Peer Review Meeting (up to 2 meetings)
- 9 • Intersection Plan for Approval
- 10 • Develop the Evaluation Criteria Matrix
- 11 • Identify and Evaluate Alternatives
- 12 • Develop Conceptual Level Plans of Alternatives
- 13 • Conceptual Level Bridge and Retaining Wall Alternative Evaluation Package
- 14 • Preliminary Cost Estimates

15 **DES.2.2 30% Design**

16 ***DES.2.2.1 30% Design, Site Visits, and Project Quantities***

17 The Consultant will prepare 30% design and plans meeting current City and WSDOT standards.

18 Autodesk Civil 3D will be used in conjunction with SharePoint to share files to WSDOT and the
19 Owner. Submittals will be in PDF. Measurements will be in English units. Electronic documents
20 will be in Autodesk Civil 3D version 2023 and Microsoft Office 365.

21 The Consultant will use the WSDOT prepared base file that includes primary control and any
22 additional files containing previous utility survey and right of way linework. During design, if the
23 Consultant discovers missing information or a change in field conditions that varies from the
24 information in the base file, they will notify the Owner. This may require additional field survey
25 work.

26 The roadway team will inventory all WSDOT signs within the project limits during the site visit.

27 The Consultant will complete a site visit, including but not limited to coordinating with WSDOT
28 maintenance staff to open junction boxes, existing electrical cabinets, and verify the WSDOT
29 current signal and ITS equipment along the corridor.

30 The Consultant will coordinate with the WSDOT SCR Traffic office staff to discuss removals of
31 WSDOT equipment and buried utility lines. The Consultant will also coordinate with City of
32 Richland and WSDOT to identify power source or the need for a new service for the illumination
33 design.

34 Photometric analysis shall be performed for all illumination areas using AGi32. The consultant
35 shall meet the requirements as required by Chapter 1040 of the WSDOT Design Manual. The
36 Consultant shall submit a graphical report showing all design areas with calculation points. The
37 Consultant shall document in the report the AGi32 version used to perform the photometric
38 analysis. The Consultant will use an early construction cost estimate to verify the proposed work
39 fits in the City's Construction funding budget. Preparing design quantities for quarterly estimate
40 review and 30% milestone.

41 The stormwater design team will perform an early assessment to determine the feasibility of fully
42 infiltrating/dispersing all stormwater from the project area. The assessment will include
43 coordination with WSDOT SCR Hydraulic Engineer, to evaluate opportunities for onsite
44 infiltration/dispersion. If stormwater cannot be treated onsite, the Consultant will work with the

Owner to review alternative offsite options. This redesign is not included in this scope of work. Results from the assessment will be documented in a stormwater planning memo. The assessment results will also be used to inform the location of geotechnical drilling.

The Consultant shall perform quality control review for each deliverable package. The Consultant will create the base plan sheets for the project and plan sheets. The plans sheets included in the 30% submittal package are shown in **Table 1: Plan Sheet Delivery Summary** below.

The Consultant will prepare the contract plans according to WSDOT and City standards and policies. The plans will include, but are not limited to, the following minimum design elements.

General Plans: Develop general sheets which will include a cover sheet, vicinity map, abbreviations, existing legend, index sheet for the design plans.

Typical Sections (Roadway and Roundabout): Develop representative sections that depict paving depth and type of material used. This will include dimensioning lane widths, curbing, and active transportation facilities where applicable. Roadway and trail section limits will be identified by stationing and roundabout section limits will be identified by a cutting plane in plan view.

Alignment/ROW Plans: Develop sheets that show all construction centerlines including existing, proposed, or modified. All stationing, bearings, and curve data associated with each construction centerline will be shown. ROW will be shown for clarity purposes.

Site Preparation Plans: Develop sheets that shall define the demolition activities, including items to be abandoned, salvaged, recycled, or removed, and identify facilities that need to be protected during construction. Site Prep plans shall include surface feature items, such as pavements by type, sidewalk, curbs, walls, existing sign poles and luminaires, and miscellaneous structures. Demolition required for utilities, drainage features, signing, striping, signalization, and illumination shall not be included in these drawings and shall be shown on the relevant discipline drawings.

Drainage Plans: Drawings developed to incorporate the stormwater management approach. Plans will address the minimum requirements for roadway projects for on-site stormwater management (flow control BMPs) and water quality treatment. Offsite stormwater mitigation plans are not included in this scope of work.

Roadway Profiles: Drawings for profiles will show vertical alignments including design details of a vertical profile.

Paving Plans: Drawings for general roadway and roundabout construction. Plans identify paving, truck apron, curb, and active transportation locations and limits.

Pavement Marking Plans: Drawings showing planned lane configurations where altered by improvements. Plans shall notate lane widths and allowed turning movements. The plans will also include existing and proposed signs and sign schedules from sign inventory.

Sidewalk and Pathway/Trail Plans: Develop plan sheets that show limits of proposed sidewalk and proposed multi-modal pathway.

Illumination Plans (Roadway and Roundabout): Drawings showing location of existing illumination equipment and location of proposed luminaire poles, conduit, junction boxes, and service cabinets for permanent condition. A luminaire schedule will be provided with mounting height, circuit, luminaire type, lamp, voltage, wattage, station and offset, and service number.

1 Retaining Wall and Bridge Plan & Profile: Drawings showing bridge layout in relation to
2 proposed roadway elements.

3 Bridge Type, Size, and Location (TS&L) Report – Prepare the draft TS&L report for the
4 alternatives evaluated in this phase. The TS&L report will contain the following:

- 5 • Executive summary
- 6 • A Log of existing data and information collected
- 7 • Design Criteria
- 8 • Summary compilation of all the draft studies and reports identified in the
- 9 • aforementioned tasks including incorporation of all appropriate review
- 10 • comments
- 11 • Environmental permitting parameters for each alternative
- 12 • Concept level plans for each alternative
- 13 • Constructability and proposed staging areas
- 14 • Maintaining traffic flow during construction
- 15 • Feasibility level cost estimate for each alternative
- 16 • Construction schedule for each alternative
- 17 • Summary of recommendations
- 18 • Statement of areas in need of further study (if any) that were beyond the scope
- 19 • of the draft TS&L report

20 Final TS&L Design Report – The final TS&L report will include all responses to the
21 appropriate comments received on the draft report and recommend a preferred alternative
22 to advance 30% design. The TS&L Design Report will be reviewed and approved by
23 WSDOT HQ Bridge & Structures office.

24 ***DES.2.2.2 Data Collection and Mapping***

25 The Consultant will finalize the proposed basemap files by developing conceptual layouts and
26 potential utility conflicts within the project limits. The Consultant shall perform some minor
27 supplemental field surveys required to complete the Project. Survey data shall be collected in
28 accordance with WSDOT and City Standards and within the same horizontal and vertical datum
29 as the original base map provided by the Owner. The Consultant shall update the project base
30 map with the supplemental information.

31 The Consultant shall collect the following topographic features within the project limits:

- 32 • Topography for proposed stormwater facility areas (if needed)
- 33 • Completed pothole and geotechnical exploration locations

34 The Consultant shall process the field data collected and add it to the base map provided by
35 Owner. The Consultant shall perform a CADD Audit prior to completing the base map.

36 Assumptions:

- 37 • Survey control for the project has been established by the Owner and/or WSDOT. The
- 38 • survey control is accurate and sufficient for design and construction needs meeting all
- 39 • requirements and specifications as outlined by the WSDOT Survey and Right of Way
- 40 • Manuals.
- 41 • Incomplete or inaccurate nature of the Basemap will require additional work beyond
- 42 • this scope of services.

43 ***30% Design Deliverables***

- 44 • One (1) as-built review
- 45 • Four (4) site visits (Utilities, Traffic, Roadway, Stormwater)

- Two (2) stormwater planning meetings
- One (1) stormwater exhibit
- One (1) Revised project basemap
- One (1) CADD Audit
- One (1) Illumination Analysis Report in PDF
- One (1) 30% Plan Review Submittal Package
- One (1) 30% construction cost estimate
- One (1) Bridge TS&L Report with Bridge Preliminary Plans
- One (1) Response to City Comments on 15% plans
- One (1) Comment Response Meeting

DES.2.3 60% Design

The Consultant will complete geotechnical field exploration, laboratory testing, and reporting. All other work in 60% Design will be negotiated and addressed by a future amendment.

The 60% design phase will confirm work zone strategies and constructability assumptions. The Consultant will create a 3D model of the design components and prepare 60% design package.

The Consultant will ensure pedestrian trail, sidewalk and ramp crossings are compatible with ADA guidelines. The Consultant will address any comments and prepare final Intersection Plan for approval.

The Consultant will visit the site and meet with the City's Project Manager and a representative from the City's Maintenance Department to discuss landscape design goals and desired level of maintenance. The Consultant will then develop two draft alternative landscape concept graphics for the roundabout along with a technical memorandum for each with explanations of the concept, specific materials proposed, and maintenance requirements.

The Consultant will update the illumination analysis based on any comments received at 30% submittal. The 60% illumination design will provide luminaire pole locations, junction boxes, wiring, pole and luminaire schedule, service cabinets and service connections. The Consultant will use comments from the draft alternative landscape concepts to develop a landscape plan memo for the roundabout. This memo and the plan sheets will detail specific materials and maintenance requirements based on the City's 30% comments.

Preparing design quantities for quarterly estimate review and 60% milestone.

The Consultant will prepare a Run-list and compile City of Richland Standard Special Provisions, APWA General Special Provisions, WSDOT General Special Provisions, and Project Specific Provisions utilizing WSDOT's "PS&E Word Program". The Consultant shall develop Project Specific Provisions as needed for the project. The final Contract Specifications will reference the 2026 Standard Specifications for Road, Bridge, and Municipal Construction.

The City will provide the Consultant with the City's General Special Provisions and Front End Documents.

DES.2.3.1 60% Design, Quantities, and Draft Specifications

The Consultant will negotiate 60% Design, Quantities, and Draft Specifications by a future amendment.

The Consultant will prepare the contract plans according to City standards and policies. The plans will include, but are not limited to, the following minimum design elements. The plans sheets included in the 60% submittal package are shown in **Table 1: Plan Sheet Delivery Summary** below.

General Plans: Progress general sheets including a cover sheet, vicinity map, abbreviations,

existing legend, index sheet for the design plans. The list of plan sheet titles in the index shall be an exact match of the titles as they appear on the plan sheets.

Typical Roadway and Roundabout Sections: Progress roadway typical sections that depict paving depth and type of material used. This will include dimensioning lane widths, curbing, and active transportation facilities. Longitudinal facility section limits will be identified by stationing and roundabout section limits will be identified by a graphical key map.

Roundabout Grading Plans and Profiles: Roundabout grading will be shown using controlling profiles along the roundabout's exterior and central island, with supplemental grading plan details for the interior of the intersection.

Staging Plans: Develop sheets that show proposed staging concepts for necessary stages of construction for the proposed roundabout. These sheets will show construction signing, traffic control items, and temporary changes.

Alignment/ROW Plans (Roadway and Roundabout): Progress sheets that show all construction centerlines including existing, proposed, or modified. All stationing, bearings, and curve data associated with each construction centerline will be shown. ROW will be shown for clarity purposes.

Site Preparation Plans: Drawings for site preparation plans for general roadway construction and removal of existing bus stops and existing sign poles, including details as needed. These sheets shall define the demolition activities, including items to be abandoned, salvaged, recycled, or removed, and identify facilities that need to be protected during construction. Site Prep plans shall include surface feature items, such as pavements by type, sidewalk, curbs, walls, building structures and foundations, existing sign poles, and miscellaneous structures. Sign and sign pole removals includes removal of existing sign poles along the roadway (regulatory, warning, wayfinding, bus stops, and city signage) as well as business signs that are impacted by the new project footprint. Demolition required for utilities, drainage features, signing, striping, signalization, and illumination shall not be included in these drawings and shall be shown on the relevant discipline drawings.

Drainage Plans, Profiles and Details: Drawings developed to incorporate the stormwater management approach. Plans will address the minimum requirements for roadway projects for on-site stormwater management (flow control BMPs) and water quality treatment. The design shall include removals, lines to be abandoned, relocations and new lines. The plans will also indicate drainage layouts of inlets, conveyance, flow control, and water quality, and on-site stormwater management. Pipe profiles will be designed in Autodesk Civil 3D Pipe networks software. Profile sheets will reflect the design as shown on the plan sheets.

Roadway Profiles: Progress drawings for profiles will show vertical alignments including design details of a vertical profile. Super elevation diagrams will be included if necessary.

Utility Plans and Details (Roadway and Roundabout): Develop plan sheets that show existing and proposed utilities necessary for the Project.

TESC Plans and Details: TESC drawings showing proposed on-site stormwater management practices and off-site protection (if needed). Develop TESC General Notes sheet and TESC Details sheet to identify applicable details and best management practices (BMP). TESC plans are only included for areas where pavement disturbance or excavation occur; additional TESC measures beyond the limit of disturbance will be addressed with notes.

Roundabout Landscaping Plans and Details: Progress drawings include a planting/hardscape plan and a plant schedule. Detail sheets will be created showing

necessary elements for the design.

Paving Plans and Details: Progress drawings for general roadway construction including modifying the street cross-section through curb and sidewalk reconstruction, paving, sidewalk repair, and in-fill. Develop details for the design where additional information is necessary at a scale not shown in the paving plans.

Pavement Marking Plans, Details, and Signing: Drawings showing planned lane configurations where altered by improvements. Plans shall notate lane widths, allowed turning movements, and restricted use lanes. The plans will also include existing and proposed signs and sign schedules. Update/advance the draft existing Sign Inventory from 30% design.

Sidewalk and Pathway/Trail Plans and Details: Drawings include a planting/hardscape plan and a plant schedule. Develop detail sheets for design elements including but not limited to path features.

Curb Ramp Plans and Details: Drawings showing detailed curb ramp design layouts. Plans shall be detailed with grading elevations and dimensions to meet ADA guidelines. Existing restrictions that prohibit meeting full ADA guidelines will be noted within a Maximum Extent Feasible Report.

Illumination Plans and Details (Roadway and Roundabout): Develop drawings showing existing illumination equipment to remain, equipment to be removed, and all equipment including poles, conduit, conductors, junction boxes, and service cabinets for permanent condition. Drawings showing complete luminaire schedules, wire schedules, construction notes, electrical wiring schematic for each lighting circuit, transformer schedules, service breaker schedules, service wiring diagrams, illumination details for non-standard design elements.

Temporary Illumination Plans and Details (Roundabout): Develop plan sheets that show any temporary illumination equipment necessary for staging concepts for each phase including detail sheets.

Bridge and Retaining Wall Plans: Plans will be advanced from the 30% level to include details and design progress in WSDOT standards. The Plans will include bridge layout and elevation, and configuration of all major bridge elements based on assumed construction sequences (foundation, abutments, piers, crossbeams, bridge girders, deck, diaphragms, barriers, approach slabs, etc.). Reinforcing details and minor connection details will not be included in this level.

Traffic Control Plans: Drawings showing work zone traffic control, including construction phasing and sequencing.

DES.2.3.2 Stormwater Design and Draft Hydraulics Report

The Consultant will negotiate Stormwater Design and Draft Hydraulics Report by a future amendment.

Prior to initiating 60% design, the Consultant will coordinate with WSDOT Local Programs/Headquarters to confirm ESA policy direction to ensure the 60% stormwater design is aligned. Based on the findings from the geotechnical subsurface explorations, the Consultant will confirm feasibility of proposed infiltration locations. The Consultant shall follow Ecology's current Stormwater Management Manual for Eastern Washington (SWMM EW) for determining thresholds for treatment and flow control with approximate sizing and placement within the project area. The 60% stormwater plan set will show proposed facility sizes and locations as well as conveyance design, if required. A draft Hydraulic Report will be provided that shows the

existing and proposed drainage conditions and delineated pervious and impervious areas. BMP selection will prioritize those that treat targeted pollutants and meet flow control requirements. Stormwater modeling using StormSHED3 and WSDOT design documentation templates, or approved equivalent, shall be used for initial detention/flow control/treatment sizing. One site visit with two engineers, will be required for an existing drainage assessment and analyze offsite impacts from the proposed drainage design.

DES.2.3.3 Geotechnical Investigation, Analysis and Recommendation

Geotechnical engineering services are needed to support development of contract documents for the construction of the bridge (piers and abutments), retaining walls, fills, utilities, stormwater infrastructure, signal pole foundations, and other road improvements associated with the project. Geotechnical services include:

Geotechnical Borings: The Consultant shall conduct a series of up to 20 geotechnical borings along the proposed improvements in support of foundation design for the bridge, retaining wall design, sign bridges design, luminaire foundation design and infiltration potential screening. The number of borings will be refined after a more detailed review of existing subsurface information has been conducted and after the components of the project has been better defined. Geotechnical subsurface explorations task will require traffic control and include developing the traffic control plans required. The City will coordinate and provide any required right-of-way or street use permits. The Consultant will develop boring logs summarizing the observed subsurface conditions and perform laboratory testing for select samples to evaluate relevant physical properties of the subsurface soils. Laboratory testing would include, but not limited to, general soil characterization and index testing such as moisture content, grain size distribution, collapse potential and Atterberg Limits. Details regarding boreholes, sampling, testing, and other activities during the geotechnical investigation will be documented in a Geotechnical Site Investigation Plan that will be prepared and issued for Client review in advance of the field work.

Monitoring Wells: Groundwater monitoring wells will be installed at up to 6 borings along the corridor to monitor groundwater fluctuations. The location of the wells will be determined in the field based on observed soil and groundwater conditions at the time of drilling. The Consultant assumes that one (1) monitoring well will be installed at each of the pier and abutment locations for the new bridge and one (1) monitoring well along any new retaining wall required for grade changes as part of the proposed improvements. Data logging transducers will be installed in the wells to measure water levels over time. The water level information will be collected quarterly for up to 6 months and will be used in developing recommendations for infiltration, bridge foundation and retaining wall design. The Consultant will include decommissioning of the monitoring wells in the construction contract documents.

Geotechnical Analysis: Based on the findings from the geotechnical subsurface explorations, The Consultant will generate estimates of the soil strength and other properties to evaluate the effects the subsurface conditions will have on the proposed improvements. Based on the soils encountered along the alignment, the Consultant will develop the Site Class for seismic design of the bridge foundation, abutments and retaining walls. The design spectral acceleration parameters will then be selected in accordance with the latest AASHTO Guide Specification for Seismic Design of Bridges and updates to the methods to develop site parameters provided in the WSDOT Bridge Design Manual (2023). Based on the Site Class, a liquefaction screening will be performed to assess potential for the risk of liquefaction and lateral spreading at the project site.

1 Bridge Foundation Design Recommendations: The Consultant will evaluate the data
2 derived from geotechnical subsurface explorations to provide recommendations for
3 foundation design of the pier and abutments of the new bridge. It is assumed that the bridge
4 will have three (3) intermediate piers and the approach abutments on both sides of the
5 bridge will be supported on retaining walls. Foundation design for the intermediate piers
6 and abutments will include alternative evaluation of possible foundation types.
7 Recommendations regarding suitable bridge foundation type as a result of the alternatives
8 evaluation will be provided.

9 Sign Bridge and Luminaire Foundation Design and Recommendations: The Consultant will
10 evaluate the data derived from geotechnical subsurface explorations to complete
11 geotechnical engineering analyses to provide standard sign bridge and luminaire
12 foundation. The Consultant assumes that luminaire foundations will be designed based on
13 WSDOT or local agency standard plans and procedures. Luminaire foundation type will be
14 provided in luminaire schedule on illumination plans.

15 Infiltration Screening Analyses and Recommendation: The Consultant will conduct grain
16 size analysis screening of the near surface soils to determine the potential for use of onsite
17 infiltration as a method of storm water management for the project. If this screening results
18 in identifying areas with potential for onsite infiltration, additional infiltration testing will be
19 completed as additional scope and is not currently included in this contract.

20 Construction Considerations: The Consultant will review the bridge foundation and
21 proposed retaining walls and participate in discussions regarding constructability
22 considerations for the various foundation and retaining wall types. Considerations will
23 include but not be limited to, evaluating locations with adequate space to provide for
24 temporary excavations for foundation construction and wall installation and locations where
25 wall types that limit extents of temporary slopes are required and considerations for impacts
26 to adjacent utilities.

27 Geologic Hazard Evaluation: The Consultant will review site conditions along the alignment
28 and identify areas where improvements are proposed within areas that would classify as a
29 geologic hazard area including landslide hazard/steep slope areas, erosion hazard areas,
30 seismic hazards areas, and hazards associated with karst, soil expansion and collapse.
31 Recommendations provided in other geotechnical tasks will address considerations for
32 design and construction of elements located in geologic hazard areas; however, reports for
33 permitting of the improvements within geologic hazard areas are assumed to be provided
34 in future phases of the project.

35 Geotechnical Data and Recommendations Reports: The Consultant will prepare a draft and
36 final Geotechnical Data Report with all the data from the geotechnical explorations. The
37 geotechnical data report will contain the results of the geotechnical subsurface explorations,
38 groundwater monitoring, and will include a description of surface and subsurface conditions;
39 a site plan showing exploration locations and other pertinent features; digitized boring logs;
40 and laboratory test results.

41 The Consultant will prepare a draft and final Geotechnical Recommendations Report. The
42 recommendations report will discuss geotechnical recommendations for design and
43 construction associated with the proposed improvements. Construction and earthwork
44 recommendations will also be provided addressing subgrade preparation, excavation,
45 trenching, shoring, cut and fill slopes, dewatering, fill placement and compaction, and site

grading and drainage, as applicable to the project.

Draft reports will be prepared and submitted electronically to the City for review. Consolidated comments from the City's review will be addressed and incorporated into a final stamped report.

Geotech Assumptions: The scope of work assumes the following assumptions.

- This scope of work assumes non-hazardous subsurface conditions. The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- Geotechnical field explorations will be completed in a single mobilization over a period of 5 consecutive days, within a single continuous work week (Monday through Friday).
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- All field explorations will be conducted between the hours of 8AM to 5PM. If night time operations are required or the work hour window is restricted to less than 8 hours per day (including mobilization and demobilization times), additional scope not included in this contract would be required to complete the planned field explorations.
- The Consultant shall provide full-time observation and logging of geotechnical explorations including soil visual classifications and sample collection.
All boreholes will be drilled using hollow stem or mud rotary drilling technique. SPT samples will be collected every 2.5 feet in top 10 feet below the ground surface and every five (5) feet thereafter. For the bridge foundations and retaining walls, the boreholes will generally be advanced to depths up to 50 feet below the ground surface unless bedrock is encountered, or refusal as demonstrated by SPT blow counts is obtained, at a shallower depth. In such as case, drilling will be terminated about 10 to 20 feet into the bedrock or the hard layer. The explorations will be advanced deeper if soft/loose subsurface conditions are encountered at the planned termination depth depending on the type of design element being considered for that specific exploration. For the sign bridges, poles and luminaire foundations, any planned boreholes will be drilled to a maximum depth of 15 feet below ground surface.
- Temporary traffic control will be required for 5 of the boreholes. Generic traffic control plans, such as those provided in the WSDOT Typical Traffic Control Plans (TCP) or the Manual on Uniform Traffic Control Devices (MUTCD) will be sufficient to support the explorations and to obtain required right-of-way or street use permits.
- No Environmental Site Assessment report or environmental permits will be required for the geotechnical explorations.
- Right of Entry needed to perform borings on adjacent properties will be provided and obtained by the City or other, if required.
- All required right-of-way and/or street use permits will be prepared and provided by the City at no cost to the Consultant.
- No Cultural Resources Monitoring will be required.
- Identification and discussion of geologic hazards areas with recommendations related to work elements within geologic hazard areas can be provided in the

Geotechnical Recommendations Report and no individual geologic hazard assessment reports will be needed for specific areas along the alignment.

- All geotechnical borings conducted through the pavement will be patched with quick drying cement, cold patch asphalt, or equivalent method required by the City. Saw cutting of the pavement or hot mix asphalt patches will not be required.
- The geotechnical exploration locations will be surveyed as part of Surveying, Data Collection, and Mapping task.
- The site soils will support standard WSDOT plans for sign bridges, signal pole and luminaire foundation design. If it is determined that special non-standard sign bridges, signal pole or luminaire foundation designs are required, it will be added by future amendment.
- Monitoring wells will be installed off of trafficked areas (if possible, within the right of way) and potentially require access agreements. Monitoring wells will be maintained throughout design or a maximum of 6 months, and abandoned by the contractor during construction. Data will be collected quarterly for a total of 3 site visits. Site visits for quarterly groundwater data collection will be completed by a local staff at a maximum of 3 hours per data collection event (that is, 30 minutes per monitoring well). Each visit for data collection will not require temporary traffic control. Troubleshooting of monitoring instrumentation is not included in the contract and would be included as additional scope if required.
- No shoring of existing facilities will be required.
- Pavement design calculations and report, and data collection to support pavement design will be requested from WSDOT SCR Materials Office. Samples for California Bearing Ratio (CBR) testing will not be collected during the geotechnical investigation. The geotechnical report will focus only on the providing data from the field investigation and recommendations for foundation and retaining wall design. The geotechnical reports will not include design of pavement or recommendations for subgrade strength to support pavement design.

DES.2.3.4 Maintenance of Traffic (MOT)

The Consultant will negotiate MOT by a future amendment.

The Consultant shall develop work zone traffic control strategy, including construction phasing and sequencing necessary for work on SR 240 and at the intersection. A preferred traffic control plan will be identified that minimizes project cost, maintains access and providing reasonable use for the public.

The Maintenance of Traffic kick-off meeting will be held with City staff and other stakeholders as needed to discuss the project construction challenges and establish a dialog that will lead to agreement on traffic control parameters. The Consultant will plan and record meeting notes for 3 meetings to discuss maintenance of traffic at the roundabout and through SR 240 Aaron Drive interchange.

The Consultant shall prepare a draft Traffic Management memo that discusses strategies to construct the project including: identification of staging areas, street closures, and haul routes.

The Consultant will develop construction phasing sketches and include a description of work to be completed in each phase necessary.

DES 2.3.5 Structural Design

The Consultant will negotiate Structural Design by a future amendment.

The Consultant shall perform structural engineering calculations for the proposed bridge and each wall site in accordance with the Design Criteria prepared in the early phase of the project, which will include:

- Structural analysis and calculations to determine type and size of structural elements such as foundation, piers, columns, beams, girders, and other concrete elements and their reinforcements, connections and anchorage.
- Final structural calculations will be organized in a manner that would easily reviewed and verified by others at the completion of the project.

DES.2.3.6 Draft Design Documentation

The Consultant will negotiate Design Documentation by a future amendment.

The Consultant shall evaluate all intersection ADA ramp locations for compliance and prepare design level ADA Measurement Forms for each location. The Consultant shall prepare Maximum Extent Feasible (MEF) documentation for ADA facilities that will not be able to meet ADA requirements. If needed, all non-compliant ADA ramps will be documented on one MEF for the entire project. The Consultant will design up to 4 ADA curb ramp locations.

The Consultant shall complete the draft Design Documentation Checklist provided by WSDOT and the Design Documentation Package (DDP) for design concurrence, including documentation of ADA ramp designs. The Consultant will draft the DDP according to the LAG manual requirements. This assumes there are no design analysis (shoulders, lanes, slopes, etc.) in the design documentation package.

The Consultant will prepare the finalized intersection plan, incorporating any design changes since the 30% submittal.

All coordination with WSDOT Headquarters (i.e. ASDE, ADA Office) shall be through the City Project Manager.

60% Design Deliverables

- One (1) Geotechnical Site investigation Plan
- One (1) Draft Geotechnical Data Report
- One (1) Draft Geotechnical Recommendation Report

DES.2.4 90% Design

DES.2.4.1 90% Design, Quantities, and Final Specifications

The Consultant will negotiate 90% Design, Quantities, and Final Specifications by a future amendment.

This phase presents a draft of the contract documents for advertisement. The Consultant will finalize design details for all design elements included in the Project. The Consultant will prepare a final DDP compliant with the Local Agency Guidelines manual, including traffic data, pavement design criteria, NEPA, and cost estimate elements.

The Consultant will incorporate 60% review comments from the City and WSDOT will be incorporated into the plans, specifications, and estimate in preparation for the 90% submittal package. During this phase, the Consultant's environmental team will finalize any permits, and they will be included in the specifications. The plans sheets included in the 90% submittal package are shown in **Table 1: Plan Sheet Delivery Summary** below.

1 **DES.2.4.2 Stormwater Design and Final Hydraulics Report**

2 The Consultant will negotiate Stormwater Design and Final Hydraulics Report by a future
3 amendment.

4 Following the 60% stormwater design with stakeholder approval, but prior to initiating 90%
5 design, the Consultant will coordinate with WSDOT Local Programs to confirm ESA policy
6 direction to ensure work on the 90% stormwater design is aligned. The 90% stormwater design
7 shall continue implementing the design requirements outlined in the current SWMMEW and
8 utilization of WSDOT design documentation templates. Stormwater plans, profiles and details
9 will be included into the 90% contract plan set and specifications. A Final Hydraulic Report will
10 be provided that shows the existing and proposed drainage conditions, the proposed BMPs and
11 incorporation of geotechnical findings and other discipline considerations. Stormwater modelling
12 using StormSHED3 and WSDOT design documentation templates, or approved equivalent,
13 shall be used for detention/flow control/treatment sizing, pipe sizing, inlet capacity, and gutter
14 sizing calculations.

15 **DES.2.4.3 Bridge, Retaining Wall and Luminaire Pole Foundation Design, Geotechnical**
16 **Report**

17 The Consultant will finalize the Geotechnical Data and Recommendations Reports.

18 The Consultant will negotiate Bridge, Retaining Wall and Luminaire Pole Foundation Design by
19 a future amendment.

20 The Consultant will finalize design recommendations for the following:

21 Bridge and Retaining Wall Design: The Consultant assumes that bridge and retaining wall
22 design will be based on WSDOT BDM and City standard plans and procedures.

23 Luminaire Pole Foundation Design: The Consultant assumes that luminaire foundations will
24 be finalized based on any comments received.

25 Geotechnical Data and Recommendations Reports: The Consultant will prepare a final
26 Geotechnical Data Report and Geotechnical Recommendations Report, addressing any
27 comments from the City.

28 **DES.2.4.4 Maintenance of Traffic**

29 The Consultant will negotiate MOT by a future amendment.

30 The Consultant will finalize the work zone / traffic control plans and specifications based on
31 comments received at the 60% submittal, including construction phasing and sequencing for the
32 roundabout and on-ramp.

33 **DES 2.4.5 Bridge and Retaining Wall Design**

34 The Consultant will negotiate Bridge and Retaining Wall Design by a future amendment.

35 The Consultant will update and finalize structural calculations based on final geotechnical
36 recommendations and comments from the 60% review.

37 The Consultant will finalize the plan, profile, sections and details for the bridge and retaining
38 walls based on the 60% review comments and the final structural engineering calculations. The
39 plans will include details for complete design except for minor details and barlist tables.

40 **DES.2.4.6 Final Design Documentation**

41 The Consultant will negotiate Final Design Documentation by a future amendment.

42 The Consultant will incorporate comments from the review of the Summary of Design and

prepare the final design documentation package for the project file.

The Consultant will meet with City and WSDOT to clarify review comments from the intersection plan and pedestrian crossing memo, as necessary. Then the Consultant shall incorporate review comments into the intersection plan, sign and seal the plan, and resubmit to WSDOT for approval. The Consultant will submit the final pedestrian crossing closure memo to WSDOT traffic office for region approval.

90% Design Deliverables

- One (1) Final Geotechnical Data Report
- One (1) Final Geotechnical Recommendations Report

DES.2.5 100% Ad-Ready Submittal and Project Closeout

DES.2.5.1 Bid Documents and Bid Forms

The Consultant will negotiate Bid Documents and Bid Forms by a future amendment.

The Consultant shall incorporate comments received from the 90% Review meeting and finalize the Plans, Specifications and Estimate. The final bid documents and bid forms will address comments from the 90% review, incorporate permits into the special provisions, and prepare a final estimate for advertisement in the City's online plan room. The Consultant shall provide the City with a signed and stamped Ad-ready bid package. The Consultant will submit all project files, including all CADD files, following Award of the project.

The final bid document package will include the following stamped and signed plan sheets listed in **Table 1: Plan Sheet Delivery Summary** for project advertisement.

Table 1: Plan Sheet Delivery Summary

Sheet Name	Number of Sheets	15	30	60	90	100
Index Sheet/Vicinity Map	2	1	2	2	2	2
Typical Sections (Roadway and RAB)	4	1	2	4	4	4
RAB Grading Plan, Profile and Details	6	2		6	6	6
Staging Plans	10				10	10
Alignment/ROW Plans (Roadway + RAB)	5	1	5	5	5	5
Site Preparation Plans	5	1	5	5	5	5
Drainage Plans Profiles, and Details	6		4	4	6	6
Roadway Profiles	4		4	4	4	4
Utility Plans and Details (Roadway + RAB)	2			2	2	2
TESC Plans and Details	3			2	3	3
RAB Landscape Plans and Details	2			1	2	2
Paving Plans and Details	3		2	3	3	3
Pavement Marking Plans, Details, and Signing	11	3	6	11	11	11

Sidewalk and Pathway Plans and Details	4		2	4	4	4
Curb Ramp Design and Details	2			2	2	2
Illumination Plans and Details (Roadway and RAB)	18		7	13	18	18
Temporary Illumination Plans and Details (RAB)	28			28	28	28
Retaining Wall Plans, Elevations and Details	6		4	6	6	6
Bridge Plan Set – Layout & Elevation, Foundation, Piers, Crossbeams, Framing, Beams and Girders, Deck, Barriers, Approach Slab, etc.)	42	22	34	42	42	42
Traffic Control Plans	4			4	4	4
Total	167	31	77	148	167	167

DES.2.5.2 Project File

The Consultant will negotiate Project File by a future amendment.

The Consultant shall assemble printed copies of all project documentation (including final cost estimate back up) into the Project File. In addition, the Consultant shall provide all CADD, Excel, and Word files, in editable electronic format.

DES.2.5.3 Project Closeout

The Consultant will negotiate Project Closeout by a future amendment.

The Consultant shall work with the City to close out the project, provide a final invoice.

Ad-Ready Submittal and Project Closeout Deliverables

- One (1) Stamped and signed plans.
- One (1) Specs, estimate, and bid forms
- One (1) Responses to City comments on 90% plans, specs, and estimate.
- One (1) Project file documents

DES.2.6 Utilities

The Consultant will negotiate Utilities by a future amendment.

The Consultant assumes that utility coordination will be limited to power needs for the illumination system.

DES.2.6.1 Existing Utility Plan and Possible Impact Matrix:

The Consultant will request utility records from existing utility owners and review existing utility locations for the purposes of early identification of utility conflicts. The Consultant will review available utility information (including agency comprehensive plans, capital improvement programs, GIS data, agreements, memorandum of understandings, and other records to identify prior rights) describing the location and size of existing and planned facilities. The Consultant team will submit an 811 One Call design ticket for the project limits in order to research existing utilities that may be present. The Consultant will document all utilities that are able to be toned. The utility records research will include the following:

- The Consultant will request, obtain, and review record drawing(s) and/or easement documentation(s) from all utility owners in order to plan efficient field operations.
- The Consultant assumes WSDOT survey included existing utility investigations on tone-able utilities, which are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde.
- The Consultant will attend a site visit to investigate any communication vaults from above ground. The Consultant will not enter buried power vaults or manholes.
- The Consultant will survey any new utilities not included on the WSDOT survey basefile, and the survey will be in the coordinates system of the project.
- Survey data will be used to draft the existing utility facility layout in CAD format showing utility type, quality levels, and line sizes.
- Utilities which cannot be designated using frequency and toning equipment will be documented in the CAD file, and utility line representation will be as best interpreted from the condition, quality, and level of detail obtained from any available record drawings. These utilities will have a unique line style and symbology in the deliverable. Utilities that are within the project footprint will be potholed for verification of location and depth.
- Utility conflict determination prior to utility survey will be based on utilities identified on available record data, as-builts, and GIS information

The Consultant will review the information received from Utility companies and cross reference the existing utility basemap to verify if there is any missing data. The Consultant will update the basemap per the research, field visit, and verification tasks completed. Key utility owners includes the City of Richland and WSDOT.

Existing Utility Plan and Possible Impact Assumptions

- One (1) 30-minute in-person Utility kickoff meeting, attended by up to two (2) Consultant staff.
- Assumes two (2) Consultant staff will perform up to two (2) project site visit(s).
- Assumes one trip during a single week for the Surveyor to collect existing utility locate marks.

DES.2.6.2 Utility Coordination

The Consultant will coordinate subsurface utility investigations, and will provide the following:

- The Consultant will perform utility coordination with impacted utility owners throughout the project site. The anticipated utilities include, but are not limited to, electric power (distribution), and public agency telecommunications.

Utility Coordination Assumptions

- Assumes up to ten (10) bi-weekly virtual meetings for utility coordination. Two (2) Consultants will attend each meeting.

Utility Deliverables

- One (1) kickoff meeting with the City Agenda and Minutes
- One (1) kickoff meeting with the Utility Companies Agenda and Minutes
- One (1) Existing Utility Plan Matrix
- Up to Ten (10) Utility Coordination Meeting Agenda(s) and Minutes

DES.2.7 Stakeholder & Public Outreach

The Consultant will negotiate Stakeholder & Public Outreach by a future amendment.

DES.2.7.1 Develop Public Information Materials and Graphics

Develop information materials, web content, and supporting graphics in coordination with the Owner to support the project and the community engagement approach. Information materials may include fact sheets and web content. Updates to information material content may be needed at key project milestones and decision points. Project branding will follow Owner standards and WSDOT funding program requirements. The project website will provide project updates and be hosted and maintained by the Owner. Content for materials and the website will be updated at key project phases and decision and feedback points in the design process (up to three (3) times).

It is assumed that project materials will be translated into Spanish.

Stakeholder & Public Outreach Deliverables

- Develop up to three (3) draft and final versions of project fact sheets.
- Develop one (1) round of content for a project webpage (to be hosted and maintained by the Owner), and develop up to three (3) sets of comprehensive web content updates to be implemented at key project milestones.
- Support for translation of written project materials into Spanish.
- Final native design files of all outreach materials.

DES.2.8 Cost Risk Estimating & Management

The Consultant will negotiate Cost Risk Estimating & Management by a future amendment.

DES.2.8.1 Qualitative Risk Assessment

The Consultant will prepare and maintain a risk register, which will be updated every three months through the course of the Project. The risk register will include discipline, date, schedule or cost implications, mitigation strategies, and conclusions.

Cost Risk Estimating and Management Deliverables

- One (1) Project Risk Register will be submitted prior to the project kick-off meeting.
- Four (4) Updates to the Risk Register

DES.2.9 Project Estimate Reviews (cost & schedule)

DES.2.9.1 Estimate Review (15% and 30%)

The Consultant shall provide the Cost Estimate in Excel format as well as a Basis of Estimate report in MS Word. We will submit a template for use in developing the Basis of Estimate and Cost Estimate. The Consultant will prepare detailed item quantity backup and updated cost estimates at the 15%, 30%, 60%, 90%, and 100% PS&E reviews. Items will be broken out in accordance with the Plans Preparation Manual. Item quantity backup shall be in Excel format and will include all assumptions, equations, and how the unit price was determined. The Consultant will prepare a comprehensive estimate and backup for each bid item in the 15% and 30% plans.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.

DES.2.9.2 Estimate Review (60%)

The Consultant will negotiate Estimate Review (60%) by a future amendment.

Prepare Class 2 cost estimate and including Basis of Estimate and accompanying backup costs for each bid item in the 60% plans. The Basis of Estimate will include quantity takeoffs, key assumptions and a detailed description of the methodology used to develop the estimate.

DES.2.9.3 Estimate Review (90%)

The Consultant will negotiate Estimate Review (90%) by a future amendment.

Prepare Class 1 cost estimate and including Basis of Estimate and accompanying backup costs for each bid item in the 90% plans. The Basis of Estimate will include quantity takeoffs, key assumptions and a detailed description of the methodology used to develop the estimate.

DES.2.9.4 Estimate Review (100%)

The Consultant will negotiate Estimate Review (90%) by a future amendment.

Prepare Class 1 cost estimate and including Basis of Estimate and accompanying backup costs for each bid item in the 100% plans. The Basis of Estimate will include quantity takeoffs, key assumptions and a detailed description of the methodology used to develop the estimate.

Project Estimate Review Deliverables

- Two (2) Estimate Updates (15% and 30%)

3.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

EV.3.1 Environmental Documentation

This Scope of Services includes preparation of environmental documentation in compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), including Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA). Federal environmental documentation and approvals are included in this Scope of Services because it is anticipated that the project will utilize future federal funds. State and local permits and approvals from the Washington State Department of Ecology (Ecology) and the City of Richland (City) will also be required and are included in this Scope of Services. The project will not require work in or near water, therefore, the project will not require a Hydraulic Project Approval from the Washington Department of Fish and Wildlife. The Scope of Services identifies this and other key assumptions that the Consultant has relied upon in determining the Consultant's effort, fee, scope, and schedule for the project. The Consultant and the City agree to renegotiate these terms in the event a key assumption becomes invalid.

EV.3.1.1 NEPA

In anticipation of future use of federal funds, WSDOT Local Programs will coordinate NEPA documentation for the project in coordination with the lead federal agency. The Consultant will prepare the NEPA Categorical Exclusion (CE) Documentation Form in accordance with the Local Programs NEPA Categorical Exclusions Guidebook for Local Agencies (October 1, 2022). Supporting data and information will be utilized from aerial photographs, site photographs, Geographic Information Systems (GIS) data, and the City's Comprehensive Plan. In support of the CE, the Consultant will prepare Section 4(f) documentation for one recreational resource within the project area: Tapteal Trail. Included in this task is one (1) NEPA kickoff meeting with the City, WSDOT, and Consultant staff.

The Consultant will prepare a Noise Discipline Report for the project to identify any potentially impacted sensitive receptors and propose mitigation, if necessary. The report will be prepared

in accordance with WSDOT guidance (Chapter 446 of the WSDOT Environmental Manual and Guidance & the 2020 Traffic Noise Policy and Procedures).

The following services will be conducted in accordance with the WSDOT guidance for the noise analysis:

- Identify noise sensitive receptors within the project area.
- Collect field noise measurements at a maximum of three locations within the project area to determine ambient noise conditions. The City will coordinate with local residents for access, if needed. TNM validation is required to verify accuracy of the TNM runs used to predict existing and future noise levels for the project.
- Predict existing and future noise levels using TNM 2.5 based on traffic data provided by the City and the 60% design completed by Jacobs.
- Identify existing and future traffic noise impacts as a result of the proposed project.
- Assess noise abatement measures based on feasible and reasonable criteria, if applicable.

NEPA Assumptions

- No right-of-way acquisition will occur and the project will not require hazardous materials documentation.
- The project will not result in potentially significant impacts and WSDOT will not require an Environmental Assessment or Environmental Impact Statement.
- De minimis use is anticipated for the trail and a full Section 4(f) evaluation will not be required. Written concurrence of this determination will be provided by the agency having jurisdiction over the trail.

NEPA Deliverables

- Draft NEPA CE and supporting documentation for City review
- Revised Draft NEPA CE and supporting documentation for WSDOT review
- Final NEPA CE and supporting documentation for approval and signature by the City, WSDOT, and federal lead agency
- One *de minimis* use form for City, WSDOT and federal lead agency approval
- Draft Noise Discipline Report for City review
- Revised Draft Noise Discipline Report for WSDOT review
- Final Noise Discipline Report

EV.3.1.2 Section 106 Compliance

Section 106 compliance typically requires an archaeological/historic analysis of the site and adjacent land, and consultation with the State Historic Preservation Officer (SHPO) and Native American Tribes. Compliance with provisions of Section 106 and its implementing regulations is the responsibility of the federal agent. Consultation among interested parties, especially in the case of government-to-government consultation, is also the responsibility of the federal agent and shall be conducted only by the federal agent or their assigned designee.

The Consultant will review data available from the City, County, and local agencies, including the Department of Archaeology and Historic Preservation's (DAHP's) Washington Information System for Architectural and Archeological Records Data (WISAARD) database. The Consultant will prepare an Area of Potential Effects (APE) to represent the geographic limits of potential direct and indirect project effects to cultural resources. The APE will be reviewed by the City and subsequently submitted to WSDOT for review and submittal to DAHP and the Tribes. A cultural resources field survey will be conducted to identify potential archaeological and historical resources. A draft Cultural Resources Assessment will be prepared consistent with DAHP

reporting standards and will be submitted to the City for review. A revised report will be submitted to WSDOT for review and submittal to DAHP and Tribes.

Section 106 Compliance Assumptions

- Cultural resources fieldwork is limited to pedestrian archaeological survey in the project area and no more than 100 subsurface tests. No structures will be modified or demolished by the project.
- There are known archaeological sites and human remains in the vicinity of the project area. New archaeological or historic sites may be identified during the survey and updates to information on previously identified archaeological sites may be required. No more than two new archaeological resources will be recorded.
- There are known National Register of Historic Places-eligible historic properties in the immediate vicinity of the project area. No new built environment resources will be identified.
- Cultural resources monitoring during construction is not included in this Scope of Services and will be added by contract amendment if required.
- The lead federal agency or its delegate will be responsible for consultation with DAHP, Tribes and other interested parties.
- The Consultant will define the preliminary APE that closely resembles the project area for review by WSDOT.

Section 106 Compliance Deliverables

- Draft APE for City review
- Revised APE for WSDOT, DAHP, and consulting parties comment
- Draft Cultural Resources Assessment Report for City review
- Revised Draft Cultural Resources Assessment Report for WSDOT review
- Final Cultural Resources Assessment Report for WSDOT and DAHP concurrence

EV.3.1.3 Section 7 ESA Compliance

The Consultant will draft the programmatic Project Notification Form (PNF), required maps and figures, and a copy of the U.S. Fish and Wildlife Service Information for Planning and Consultation and National Marine Fisheries Services (NMFS) species lists, for review by the City and WSDOT lead biologist. The Consultant will submit the PNF and supporting documentation to WSDOT for transmittal to USFWS and NMFS with a copy to the lead federal agency.

The Consultant shall review project maps and a description of proposed activities, and will coordinate with project engineers to clarify the extent of the proposed project activities. The Consultant shall research existing literature and scientific data to determine species distribution, habitat requirements, and other pertinent biological requirements for the target species. The Consultant shall prepare a no effect (NE) assessment for US Fish and Wildlife Service (USFWS) using the WSDOT NE assessment template, which is used for projects that result in a NE determination but require additional documentation and analysis to support the NE call. The NE assessment will satisfy USFWS and NMFS responsibilities under Section 7(c) of the ESA and document that the project will not have an adverse effect on ESA listed species, critical habitats, or essential fish habitat. The NE assessment will be provided to the City and the WSDOT lead biologist for one round of review.

Section 7 ESA Compliance Assumptions

- The project will infiltrate 100% of stormwater from new pollution generating impervious surface and will not discharge to surface waters. Compliance with Section 7 of the ESA

will be satisfied using the Programmatic ESA consultation for NMFS and a NE determination for the USFWS.

- The project will have no effect to listed terrestrial species.
- The project will have no effect to critical habitats.
- The project will have no effect to essential fish habitat.
- The project will not require formal or informal ESA consultation. The project will not require preparation of a Biological Evaluation (BE)/Biological Assessment (BA) report.

Section 7 ESA Compliance Deliverables

- Draft PNF for City review
- Revised PNF for WSDOT review
- Final PNF for submittal to WSDOT
- Draft NE Assessment for City review
- Revised NE Assessment for WSDOT review
- Final NE Assessment for submittal to WSDOT

EV.3.1.4 SEPA

The Consultant will prepare a Draft SEPA Checklist for submittal to the City as the SEPA lead agency for one round of review. The SEPA Checklist will be prepared based upon desktop review of publicly available information, data provided by the City, technical documentation described in this Scope of Services, and one field visit conducted by two Consultant staff. A final SEPA Checklist will be submitted addressing City comments.

SEPA Assumptions

- The project will not result in potentially significant impacts under SEPA and the City will not require an Environmental Impact Statement. The City will issue a SEPA Determination of Non-Significance (DNS) or Mitigated DNS.
- Public notice requirements for SEPA will be fulfilled by the City.

SEPA Deliverables

- Draft SEPA Checklist for City review
- Final SEPA Checklist to City for submittal

EV.3.1.5 Critical Areas

The project is located within shoreline jurisdiction of the Yakima River, a critical aquifer recharge area (CARA) (10 year), and fish and wildlife habitat conservation area (Yakima Delta). There is also the potential wetlands may occur adjacent to the project. If wetlands are present, the Consultant will delineate the wetland boundary and collect appropriate data. The Consultant will have a pre-application conference with the City to discuss the City of Richland's critical areas requirement, processes, and procedures (RMC 22.10.370). The Consultant will conduct field assessments to document fish and wildlife habitats and aquatic resources adjacent to the project area to determine if project activities will impact these critical areas or their buffers. The Consultant will delineate the ordinary high water mark of the Yakima River and any wetlands identified. A draft and revised Critical Aquifer Recharge Area report identifying geologic and hydrogeologic characteristics of the site will be prepared and submitted to the City (RMC 23.10.370). The Consultant will assess vegetation and habitat type and quality in the project area. A draft Habitat Conservation Area Report identifying all habitat conservation areas, shorelines, other critical areas and related buffers (RMC 22.10.200) and a draft Aquatic Resources (wetlands and streams) report will be prepared consistent with City critical areas reporting requirements and will be submitted to the City for review. A revised Habitat

1 Conservation Area Report and a revised Aquatic Resources Report will be submitted to the City.
2 A draft and final Aquifer Recharge Area Report will be submitted to the City.

3 Critical Areas Assumptions

- 4 • The project will not directly impact aquatic resources (e.g., wetlands, Yakima River, etc).
5 Buffer impacts are unknown without aquatic resource delineations. As such, mitigation
6 plans are not included in this Scope of Services.
- 7 • No geologically hazardous areas occur within the project area.
- 8 • The project is not located within the floodplain. A floodplain development report is not
9 required.
- 10 • If determined appropriate by the City pre-application meeting, all critical areas as
11 described above will be addressed in one comprehensive Critical Areas Report.
- 12 • Engineering or hydraulic analysis will not be required in support of the critical areas
13 reporting.
- 14 • Field assessments for critical areas and potential priority habitats, which may be
15 requested by WDFW such as shrubb steppe habitat assessments, may occur
16 concurrently. If impacts will occur, then mitigation sequencing as outlined in RMC 22.10
17 will need to occur. Mitigation sequencing is not included in this scope of work.

18 **Critical Areas Deliverables**

- 19 • Draft Critical Aquifer Recharge Area Report for City review
- 20 • Draft Critical Aquifer Recharge Area Report for submittal to the City
- 21 • Draft Habitat Conservation Area Report for City review
- 22 • Final Habitat Conservation Area Report for submittal to the City
- 23 • Draft Aquatic Resources (Wetlands and Streams) Report for City review
- 24 • Wetland delineation data sheets, rating forms, and map figures
- 25 • Final Aquatic Resources (Wetlands and Streams) Report for submittal to the City
- 26 • Draft Aquifer Recharge Area Report for City review
- 27 • Final Aquifer Recharge Area Report for submittal to the City

28 **EV.3.1.6 Local Permits**

29 The Consultant will provide permits necessary to complete the geotechnical field investigation
30 and will negotiate and complete all other Local Permits work by a future amendment.

31 The Consultant will prepare an environmental clearances memorandum to provide a summary
32 of the environmental concerns, permits, and approvals that are needed for geotechnical
33 investigations needed for the Project. The memorandum will be prepared in compliance with the
34 WSDOT Geotechnical Design Manual (M 46-03) and WSDOT Environmental Manual (M 31-11).
35 The consultant will provide a draft memorandum for one round of review each by the City and
36 WSDOT Local Programs.

37 The Consultant will negotiate the remaining Local Permits by a future amendment.

38 The project is located within the shoreline of the Yakima River in an area designated recreation
39 conservancy. A Shoreline Substantial Development Permit will be required for work within the
40 Shoreline jurisdiction. The Consultant will coordinate with the City and attend a pre-application
41 conference to confirm appropriate shoreline permitting for the project. The Consultant
42 anticipates needing to and will delineate the OHWM by staking along the Yakima River to
43 determine the landward Shoreline jurisdiction. This will be completed with the wetlands
44 reconnaissance and delineation. The Consultant will complete the required shoreline permit

application and supporting documentation per City requirements outlined in Richland Municipal Code Chapter 26.50.

Local Permits Assumptions

- Public notice requirements for Shoreline Development permit will be fulfilled by the City.
- Permit fees, if required, will be fulfilled by the City.
- Grading, right-of-way, and other permits required by the City will be obtained by the City or the construction contractor.
- Site plans needed in support of City permitting will be satisfied through design plans described in other sections of this scope of work.
- The project is not located within the floodplain of the Yakima River. A Floodplain Development Permit will not be required.
- Mitigation plans are not included in this Scope of Services.

Local Permits Deliverables

- Geotechnical Field Exploration permitting

EV.3.1.7 Construction Stormwater General Permit

The Consultant will negotiate Construction Stormwater General Permit by a future amendment.

A National Pollution Discharge Elimination System (NPDES) Construction Stormwater General Permit will likely be required from Ecology for the disturbance of over one acre during construction and the potential possibility that during construction, stormwater could run off your site or enter a conveyance system that leads to surface waters. The Consultant shall prepare the Notice of Intent (NOI) form and supporting documentation for submittal to Ecology, including plan sheets and associated notes and text. The City shall publish two public notices in a local newspaper, consistent with the NPDES requirements. The Consultant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Ecology's Stormwater Management Manual for Eastern Washington. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP.

Construction Stormwater General Permit Deliverables

- NPDES NOI Application (through Ecology's Water Quality Permitting Portal)
- SWPPP

4.0 PROCUREMENT PHASE ADVERTISEMENT AND AWARD

The Consultant will negotiate and complete Procurement Phase by a future amendment.

The Consultant will provide support during advertisement and bidding. The Consultant will prepare up to four (4) Responses to Contractor Questions packages during the advertisement period. This includes up to 40 hours for Jacobs that support minor revisions to plans, specifications, or quantities. The Consultant will provide support services for Notice of Award and bid analysis and checking.

CONSTRUCTION SERVICES

The Consultant will negotiate and complete Construction Services by a future amendment.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

No mandatory DBE goal. See attached
Scope of Work.

DRAFT

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey data performed and delivered by WSDOT.

B. Roadway Design Files

The Consultant will provide roadway design files using Autodesk software per the Scope of Work.

C. Computer Aided Drafting Files

The Consultant will provide Cadd files using Agency's current version of Autodesk software per the Scope of Work.

D. Specify the Agency's Right to Review Product with the Consultant

The Consultant will provide submittals for the Agency to review. The Consultant will provide review meetings to discuss comments on work products.

E. Specify the Electronic Deliverables to Be Provided to the Agency

The Consultant will provide electronic cadd files and pdf of reports to the Agency per the Scope of Work.

F. Specify What Agency Furnished Services and Information Is to Be Provided

The Agency will provide a copy of the MOU between WSDOT and any other Agency(ies).

II. Any Other Electronic Files to Be Provided

The Consultant will provide electronic files from traffic, illumination, and geotechnical analysis.

III. Methods to Electronically Exchange Data

The Consultant will provide files using Sharepoint and email.

A. Agency Software Suite

See scope of work for listed software and versions.

B. Electronic Messaging System

Not applicable.

C. File Transfers Format

Electronic files and pdf will be provided on Sharepoint and email.

Exhibit D
Prime Consultant Cost Computations

See attached Jacobs Consultant Cost Computation spreadsheet. ICR and ANTE table is in WSDOT approval process.

DRAFT

City of Richland
SR 240 Aaron Drive Complete Streets Improvement
Hours Summary

Hours by Firm Summary		Mult	
Task No.	Task Description	Jacobs	Total Hours
SR 240 Aaron Drive Complete Streets Improvement		5,425	5,425
1.0	Project Management	0	0
-	1.1 Administration and Coordination	112	112
-	1.2 Change Management and Quality Assurance and Control	40	40
-	1.3 Project Initiation, Meetings, and Project Management Plan	232	232
-		0	0
2.0	Design	0	0
-	2.1 15% Design	0	0
-	2.1.1 15% Roundabout Design	376	376
-	2.1.2 Conceptual Level Bridge and Retaining Wall Alternative Evaluation	552	552
-		0	0
-	2.2 30% Design	0	0
-	2.2.1 Roadway Design, Site Visit, Quantities	1,420	1,420
-	2.2.2 Data Collection and Mapping	110	110
-		0	0
-	2.3 60% Design	0	0
-	2.3.3 Geotechnical Investigation and Recommendation	958	958
-		0	0
-	2.8 Cost Risk Estimating & Management	0	0
-	2.8.1 Qualitative Risk Assessment	32	32
-		0	0
-	2.9 Project Estimate Reviews (cost & schedule)	0	0
-	2.9.1 Estimate Review (15% and 30%)	250	250
-		0	0
3.0	Environmental Documentation and Permitting	0	0
-	3.1 Environmental Documentation	0	0
-	3.1.1 NEPA	382	382
-	3.1.2 Section 106 Compliance	636	636
-	3.1.3 Section 7 ESA Compliance	40	40
-	3.1.4 SEPA	72	72
-	3.1.5 Critical Areas	162	162
-	3.1.6 Local Permits	51	51
Hours Totals		5,425	5,425
Total Labor Estimate By Firm		\$ 766,791	\$ 766,791
Direct Expenses		\$ 161,209	\$ 161,209
Escalation		\$ -	\$ -
Total		\$ 928,000	\$ 928,000

Budget \$ 1,000,000

City of Richland and WSDOT budget placeholder

72,000

WSDOT SCR and HQ Traffic, HQ Geotech & Bridge, Region Local Programs

City of Richland
SR 240 Aaron Drive Complete Streets Improvement
Jacobs Engineering Group Inc. Hours Summary

Jacobs Engineering Group Inc.		\$ 214.82	\$ 230.55	\$ 110.65	\$ 48.10	\$ 134.90	\$ 177.27	\$ 165.26	\$ 153.71	\$ 185.96	\$ 123.20	\$ 137.99	\$ 119.86	\$ 102.65	\$ 118.12	\$ 317.40	\$ 187.44	\$ 127.94	\$ 122.89
Task No.	Task Description	Director	PM	DPM	Transportation Engineer 4	PC Support	Transportation Engineer 5	Transportation Engineer 5	Transportation Engineer 5	Transportation Engineer 5	Roadway	Traffic/Noise	Transportation Engineer 4	Transportation Engineer 3	Transportation Planning Specialist 5	Transportation Engineering	Structures	Transportation Planning Specialist 5	Structures
	Discipline / Technical Description	Director	PM	DPM	Transportation Engineer 4	PC Support	Transportation Engineer 5	Transportation Engineer 5	Transportation Engineer 5	Transportation Engineer 5	Roadway	Traffic/Noise	Transportation Engineer 4	Transportation Engineer 3	Transportation Planning Specialist 5	Transportation Engineering	Structures	Transportation Planning Specialist 5	Structures
SR 240 Aaron Drive Complete Streets Improvement		Falk, Sara	Trudeau, Julie	Eilers, Holly	Jeske, Anita	Nicholson, Natalie	Cooper, Patrick	Lambert, Shannon	Handel, Kelle	Stone, Celena	Teal, Tammy	Pylant, Chris	Laguna, Mariano	Kobow, Amy	Kong, Kenneth	Kim, Kevin	Ibrahim, Ahmed	Bridges, Mathieu	Fontaine, Kristy
1.0 Project Management		24	183	312	20	40	56	40	88	32	94	264	560	412	88	72	192	252	236
-	1.1 Administration and Coordination	12	20	20	20	40	8	16	40										
-	1.2 Change Management and Quality Assurance and Control	4	12	16	16		48	8	8	4	4				8	8	16		
-	1.3 Project Initiation, Meetings and Project Management Plan	8	24	24															
2.0 Design																			
-	2.1 15% Design																		
-	2.1.1 15% Roundabout Design		20	40				16	40										
-	2.1.2 Conceptual Level Bridge and Retaining Wall Alternative Evaluation		20	40															
-	2.2 30% Design																		
-	2.2.1 Roadway Design, Site Visit, Quantities		40	80				16	40	20	60		240	240	8	32	80	192	120
-	2.2.2 Data Collection and Mapping		4	10															
-	2.3 60% Design																		
-	2.3.3 Geotechnical Investigation and Recommendation		8	12						8	30		12				8		
-	2.8 Cost Risk Estimating & Management																		
-	2.8.1 Qualitative Risk Assessment		4	8									4						
-	2.9 Project Estimate Reviews (cost & schedule)																		
-	2.9.1 Estimate Review (15% and 30%)		20	40									16			4	8		16
3.0 Environmental Documentation and Permitting																			
-	3.1 Environmental Documentation																		
-	3.1.1 NEPA		2	4															
-	3.1.2 Section 105 Compliance		2	4															
-	3.1.3 Section 7 ESA Compliance		2	4									200	24	24				
-	3.1.4 SEPA		2	4															
-	3.1.5 Critical Areas		2	4															
-	3.1.6 Local Permits		1	2															
4.0 Procurement Phase - Support During Bidding		24	183	312	20	40	56	40	88	32	94	264	560	412	88	72	192	252	236
Hours Totals		24	183	312	20	40	56	40	88	32	94	264	560	412	88	72	192	252	236

City of Richland
SR 240 Aaron Drive Complete Streets Improvement
Jacobs Engineering Group Inc. Cost Sheet

Classification	Hours	x	Rate	=	Cost
Director	24		\$ 214.82	\$	5,155.73
Director	183		\$ 230.55	\$	42,190.59
Transportation Engineer 4	312		\$ 110.65	\$	34,522.24
Transportation Engineer 5	20		\$ 48.10	\$	962.00
Construction Project Coordinator 4	40		\$ 134.90	\$	5,396.12
Transportation Planning Specialist 5	56		\$ 177.27	\$	9,926.86
Transportation Engineer 5	40		\$ 165.26	\$	6,610.30
Transportation Engineer 5	88		\$ 153.71	\$	13,526.89
Transportation Engineer 5	32		\$ 185.95	\$	5,950.24
Transportation Engineer 3	94		\$ 123.20	\$	11,580.56
Transportation Engineer 4	264		\$ 137.99	\$	36,428.94
Transportation Engineer 3	560		\$ 119.86	\$	67,120.76
Transportation Planning Specialist 5	412		\$ 102.65	\$	42,293.71
Transportation Technical Engineer	88		\$ 118.12	\$	10,394.62
Director	72		\$ 317.40	\$	22,853.07
Transportation Engineer 5	192		\$ 187.44	\$	35,989.27
Transportation Planning Specialist 5	252		\$ 127.94	\$	32,241.54
Transportation Engineer 4	236		\$ 122.89	\$	29,000.97
Director	224		\$ 283.50	\$	63,503.90
Transportation Engineer 3	524		\$ 114.66	\$	60,081.81
Transportation Engineer 3	200		\$ 99.68	\$	19,936.66
Director	16		\$ 248.69	\$	3,979.07
Deputy	124		\$ 170.16	\$	21,100.02
Transportation Planning Specialist 5	92		\$ 204.23	\$	18,788.79
Transportation Planning Specialist 3	902		\$ 115.74	\$	104,398.18
Transportation Planning Specialist 5	40		\$ 177.21	\$	7,088.33
Transportation Engineer 5	48		\$ 224.54	\$	10,777.90
Transportation Engineer 5	122		\$ 212.54	\$	25,929.52
Transportation Engineer 3	168		\$ 113.47	\$	19,062.30
Subtotal	5,425			\$	766,790.86
Escalation					
				Escalation 4%	\$ -
				Total Labor	\$ 766,790.86
Direct Non-Salary Costs					
					Cost
Lodging w/15% tax	36	Day@	\$ 150.00	\$	5,400.00
Per Diem	65	Day@	\$ 86.00	\$	5,590.00
Ground Transportation	6500	Each@	\$ 0.700	\$	4,550.00
Driller	1	Each@	\$ 110,000.00	\$	110,000.00
Survey GNSS Equipment	2	Day@	\$ 1,000.00	\$	2,000.00
Field Supplies (geotech)	1	Each@	\$ 300.00	\$	300.00
Traffic Control	5	Day@	\$ 2,500.00	\$	12,500.00
Testing Laboratory	1	Each@	\$ 20,000.00	\$	20,000.00
Misc (postage, courier, etc.)	1	Each@	\$ 869.14	\$	869.14
Direct Non-Salary Costs Total					\$ 161,209.14
Jacobs Subtotal					\$ 928,000.00
Subconsultant Costs					
Subconsultants Subtotal					\$ -
TASK ORDER TOTAL					\$ 928,000.00

GSO (Jacobs) **99.14%**
 Includes Esc on Direct Labor
 Escalation is not applied for 03/01/2025-12/31/2025

Salary Escalation

Assumed:

9 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (9 Months/9 Months)	100%
(Escalated in Months/Total Months) (0 Months/0 Months)	0%

						Total	100%
<u>Salary Rate Increases:</u>							
(First Portion of work)	\$	766,791	x	100%	x	0.0%	\$ -
(Second Portion of work)	\$	766,791	x	0%	x	4.0%	\$ -
						Reflected in Above Total	\$ -

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Not applicable.

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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Richland Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

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Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Jacobs Engineering Group, Inc.

whose address is

1100 - 112th Avenue NE, Suite 500, Bellevue, WA 98004

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to **employ** or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; **except as hereby expressly stated (if any);**

I acknowledge that this certificate is to be furnished to the City of Richland

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Richland Official

I hereby certify that I am the:

☐ City of Richland Public Works Director

☐ Other

of the City of Richland, and Jacobs Engineering Group, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Richland and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of SR 240 Aaron Drive Complete Street Improvement * are accurate, complete, and current as of 03/12/25 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Jacobs Engineering Group, Inc.

Signature

Title

Date of Execution _____ ***.

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*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

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Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2025-45, Ratifying Grant Applications to the Benton-Franklin Council of Governments 2025 Call for Projects

Department/Office
Public Works

Ordinance/Resolution Number:
2025-45

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-45, ratifying grant applications to the Benton-Franklin Council of Governments 2025 Call for Projects.

Summary:

The Benton-Franklin Council of Governments (BFCOG), as the region's Metropolitan Planning Organization and Regional Transportation Planning Organization, oversees planning for the distribution of federal gas tax revenues. The BFCOG issued a call for projects that allocate Surface Transportation Block Grant (STBG) program funds and Transportation Alternative Program (TAP) funds for fiscal years 2026 through 2029. The purpose of the STBG and TAP programs is to fund projects in the areas of system preservation, safety, freight movement, economic vitality, mobility, and congestion relief.

Several projects on the City's 2025-2030 Transportation Improvement Program (TIP) align well with the BFCOG criteria, including the SR-240/Aaron Drive Interchange Improvements, Gage Boulevard and Leslie Road Intersection Improvements, Gage Boulevard Improvements, Systemic Pedestrian Crossing Safety Improvements Phase 2, and the SR-240/Airport Way Pedestrian Crossing Improvements (the "Projects"). The BFCOG also allows pavement preservation projects to be submitted for inclusion on a contingency list, for which Shockley Road is well-suited. A minimum of 13.5 percent local matching funds are required. If funded, the Projects will improve the city street system.

Due to time constraints associated with grant application preparation and a submission deadline of March 20, 2025 at 4:00 p.m., City staff submitted the Projects to the BFCOG prior to City Council authorization. Resolution No. 2025-45 ratifies submission of the grant applications. If successful, Council will have the opportunity to consider acceptance of grant funds.

Staff recommends adoption of Resolution No. 2025-45.

Fiscal Impact:

Fiscal impacts will be outlined once grant terms and matching fund requirements have been determined. Grant acceptance will be presented to Council for consideration at a future meeting.

Attachments:

- I. Resolution No. 2025-45

RESOLUTION NO. 2025-45

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING GRANT APPLICATIONS TO THE BENTON-
FRANKLIN COUNCIL OF GOVERNMENTS' 2025 CALL FOR
PROJECTS.**

WHEREAS, the Benton-Franklin Council of Governments (BFCOG), as the Tri-Cities' regional Metropolitan Planning Organization and Regional Transportation Planning Organization, oversees the planning and distribution of federal gas tax revenues; and

WHEREAS, the BFCOG, to fulfill its role for the region, issued a call for projects that allocates Surface Transportation Block Grant Program (STBG) funds and Transportation Alternative Program (TAP) funds for fiscal years 2026 through 2029; and

WHEREAS, the purpose of the STBG and TAP programs is to fund projects in the areas of system preservation, safety, freight movement, economic vitality, mobility, and congestion relief; and

WHEREAS, several projects in the City's 2025-2030 Transportation Improvement Program (TIP) align well with BFCOG program criteria, including the SR-240/Aaron Drive Interchange Improvements, Gage Boulevard and Leslie Road Intersection Improvements, Gage Boulevard Improvements, Systemic Pedestrian Crossing Safety Improvements Phase 2, and SR-240/Airport Way Pedestrian Crossing Improvements (the "Projects"); and

WHEREAS, the BFCOG allows pavement preservation projects to be submitted for inclusion on a contingency list, for which Shockley Road is well-suited; and

WHEREAS, a minimum of 13.5 percent (13.5%) local matching funds are required; and

WHEREAS, if funded, the Projects will improve the city street system; and

WHEREAS, due to time constraints associated with grant application preparation and a submission deadline of March 20, 2025 at 4:00 p.m., staff submitted the Projects to the BFCOG prior to City Council authorization; and

WHEREAS, the best interests of the City are served by obtaining grant funds for the Projects to make them financially feasible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the grant applications submitted on behalf of Richland to the Benton-Franklin Council of Governments' 2025 Call for Projects for the projects identified herein are hereby ratified.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-46, Authorizing \$549,500 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2025

Department/Office
City Manager

Ordinance/Resolution Number:
2025-46

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-46, authorizing \$549,500 from the Tourism Promotion Area Reserve Account for supplemental tourism-related projects in 2025.

Summary:

On June 1, 2004, the cities of Kennewick, Pasco and Richland entered into an Interlocal Cooperation Agreement to establish a Tri-City Regional Tourism Promotion Area (TPA), and created the Tri-Cities Regional Hotel-Motel Commission to advise on the expenditure of the Special Lodging Assessment revenue generated in the TPA. The interlocal agreement also appointed Visit Tri-Cities to manage the TPA.

Each year, Visit Tri-Cities submits an annual TPA Business & Marketing Plan and Budget for approval by the City of Richland and the other participating agencies. Richland City Council approved the 2025 TPA Budget and Marketing Plan at its regular meeting on November 5, 2024 with the adoption of Resolution No. 2024-150.

The Tri-City Regional Hotel-Motel Commission has identified \$549,500 in funds available for reinvestment in tourism-related projects. The Commission requests a transfer of excess funds in the amount of \$549,500 from the Reserve Account to be reinvested in additional tourism marketing projects in 2025. For more information, please see the Visit Tri-Cities Reserve Request Details attachment.

Staff recommends adoption of Resolution No. 2025-46.

Fiscal Impact: None. Recommended projects will be funded by the special lodging reserves.

Attachments:

1. Resolution No. 2025-46
2. 2024 Visit Tri-Cities Annual Report
3. 2025 Visit Tri-Cities Work Plan
4. 2025 TPA Letter and Reserve Project Descriptions

RESOLUTION NO. 2025-46

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING USE OF 2025 TOURISM PROMOTION AREA
RESERVE ACCOUNT FUNDS FOR SUPPLEMENTAL PROJECTS
IN 2025.**

WHEREAS, in 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities in the Tri-Cities area; and

WHEREAS, the TPA Reserve Account currently exceeds the acceptable level of \$650,000 available for reinvestment in tourism-related projects; and

WHEREAS, the Tri-City Regional Hotel-Motel Commission requests the transfer of excess funds in the amount of \$549,500 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission for supplemental projects supporting tourism promotion in 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a transfer of excess funds in the amount of \$549,500 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission is hereby approved.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

ANNUAL REPORT

2024



A MESSAGE FROM THE PRESIDENT & CEO AND THE CHAIR OF THE BOARD

Dear Tourism Partners,

2024 was a defining year for Visit Tri-Cities. Our dynamic team helped spark community vitality and fuel growth by collaborating with community leaders to host signature events, drive record-breaking media coverage, and strengthen partnerships across industries.

Among the most notable accomplishments was the successful debut of the inaugural IRONMAN 70.3 Washington Tri-Cities, an event that showcased the heart and spirit of our community to a global audience. With over **2,300 athletes**, thousands of spectators, and an economic impact of more than **\$7 million**, the event earned a **93% satisfaction rate** from participants representing **45 states and 20 countries**. With a prestigious Net Promoter Score of 80, which is 28 points higher than the global average for IRONMAN events, the race produced remarkable branding for this area. Triathlete Magazine recognized our first-year race as one of the top races in North America solidifying its potential as a signature component of our destination for years to come.

Our convention and sports sales teams achieved an **80% increase in the number of events booked** and produced a 25% boost in the number of attendees. Among the **168 group events**, we welcomed the National Horseshoe Pitchers World Championship for the first time. The horseshoe championships generated close to \$2 million in direct economic impact and introduced over 500 participants from across the country to the beauty of our region.

Booking events helped Tri-Cities maintain a modest 1.2% increase in hotel occupancy levels in 2024. Additional hotel rooms and vacation rental properties in the region caused some disbursing of visitors. National travel trends were relatively flat and regionally some southeastern Washington communities showed slight occupancy declines. Our key lodging metrics remain strong with Revenue Per Available Room (RevPAR) numbers growing 5.7%. Average Daily Rates grew 4.5% and total **hotel revenues rose 7%** - producing the highest increase in the southeast region.

Visit Tri-Cities strategic, data-driven media efforts were extremely impactful. Through targeted PR initiatives we expanded our media reach from 27.4 million in 2023 to an **astounding 3.59 billion** in 2024. Our team secured 146

pieces of focused media coverage – a **161% increase** over 2023. Sophisticated tracking from outside data partners confirmed that our digital advertising campaigns directly contributed to over \$16 million in hotel and local business revenue. For every dollar we spent in advertising visitors returned \$37 to our hotels and spent \$352 in our communities.

Through collaborative destination development efforts with the National Park Committee, we successfully advocated to reopen the B Reactor tours for the full 2024 season and with it, achieved **record-breaking tour attendance** despite a partial closure of tour activities. Our ongoing support for the Tri-Cities Rivershore Enhancement Council ensures sustained progress in recreational development.

Visit Tri-Cities holds the globally recognized Destination Marketing Accreditation Certificate ensuring quality performance standards in destination marketing and management. We remain committed to fostering collaboration, promoting our community's strengths, and creating opportunities that benefit residents and visitors alike. With a **\$630 million annual economic impact** from visitor spending and more than **5,800 local jobs** directly supported by tourism, the work we do continues to be a powerful force for good.

Looking ahead to 2025, we are energized by the momentum generated this year. We are focused on inspiring discovery, creating memorable experiences, and working hand-in-hand with community leaders to build an even brighter future.

Thank you for being part of this incredible journey.



Kevin Lewis
Kevin Lewis
President & CEO
Visit Tri-Cities



Buck Taft
Buck Taft
Chair of the Board
Visit Tri-Cities

OUR VISION & MISSION

Visit Tri-Cities is a catalyst for success in our communities. With an over-arching purpose to help our communities achieve their goals, we leverage the power of destination marketing and promotion to fuel transformational growth. As the visitor economy churns it helps transform the Tri-Cities into a vibrant destination – a place where people want to visit, live, work, play, and invest.

OUR VISION
Inspire, reward, and celebrate the spirit of exploration and discovery.

OUR MISSION
Fuel transformational growth in the Tri-Cities through tourism.

OUR STRATEGIC PILLARS



STRATEGIC SALES

Primary Intent: Fill hotel rooms by increasing our share of convention and sports bookings.



EFFECTIVE MARKETING

Primary Intent: Increase overall tourism traffic to the destination by improving visitor awareness, understanding, and interest; streamlining and enriching communications; and enhancing the destination brand.



COLLABORATIVE DESTINATION DEVELOPMENT

Primary Intent: Support and advocate for the evolution and enhancement of destination attractions, infrastructure, and services to create enriched experiences for visitors and residents.



PROACTIVE COMMUNITY ENGAGEMENT

Primary Intent: Strengthen community awareness, appreciation, involvement, and support for tourism endeavors and leverage the power of destination marketing to help our communities achieve their goals.



INNOVATIVE AND MEANINGFUL OPERATIONS

Primary Intent: Establish an innovative culture where clear vision, efficient systems, and financial stability create a competitive advantage and foster an environment of engaging, meaningful, and rewarding work.

2024 KEY ACCOMPLISHMENTS

IRONMAN 70.3

- **\$7M** Economic Impact
- **10K** Visitors from **45 states & 20 countries**
- **93%** Satisfaction Rate
- Net Promoter Score of **80** (28 points higher than the global average for IRONMAN)
- Recognized by Triathlete Magazines as **one of the top races in North America**

CONVENTION & SPORTS SALES

- **86%** Increase in Events Booked (170 events)
- **25%** Increase in Attendees

WORLD HORSESHOE PITCHING CHAMPIONSHIPS

- **\$2M** Economic Impact
- **1,800** Visitors from **43 states & 4 countries**
- **73%** First-time Visitors

LODGING METRICS

- **7%** Increase in Hotel Revenues – the highest in southeastern Washington
- **1.2%** Increase in Hotel Occupancy
- **4.5%** Increase in Average Daily Rates
- **5.7%** Increase in RevPAR

POSITIVE MEDIA EXPOSURE

- Expanded Audience Reach from **27M to 3.59B**
- **161%** Increase in Media Coverage (146 articles)
- **\$16M** in revenue generated from digital ads
- **\$37 : \$1** Return on Ad Spend directly to Hotels
- **\$352 : \$1** Return on Ad Spend to our Communities

Visitor Trips Made:
4.4 million

Visitor Days Spent:
9.7 million



We are proud to be awarded accreditation from the prestigious Destinations International.

TOURISM ECONOMIC IMPACT

Tourism in the Tri-Cities generates employment opportunities, visitor expenditures, and tax revenues that positively impact the city and its residents.

Visitor spending helps support local:



DIRECT SPENDING

creates a positive economic cycle that begins as visitors bring money into the local economy from outside the area. Millions of dollars are infused into our communities directly through visitor spending. These dollars ignite a flame that fuels additional positive economic impacts.

INDIRECT IMPACTS

come from labor income, suppliers and support businesses, construction, engineering, and other professional services that support the hospitality industry.

INDUCED IMPACTS

are derived through employee spending, business output, new business development, and enhancements to the quality of life through development of visitor related attractions and services.

TAX REVENUES

from each of these revenue sources support local services and provide tax relief to residents.

VISITOR SPENDING BREAKDOWN

Annual Tourism Benefits to the Tri-Cities

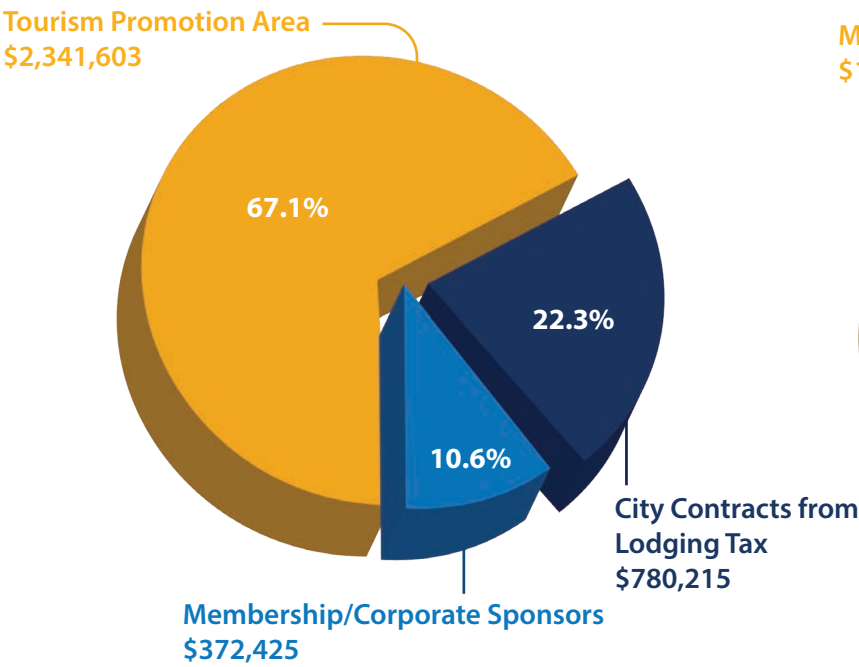


Tourism saved each household \$602 in annual taxes

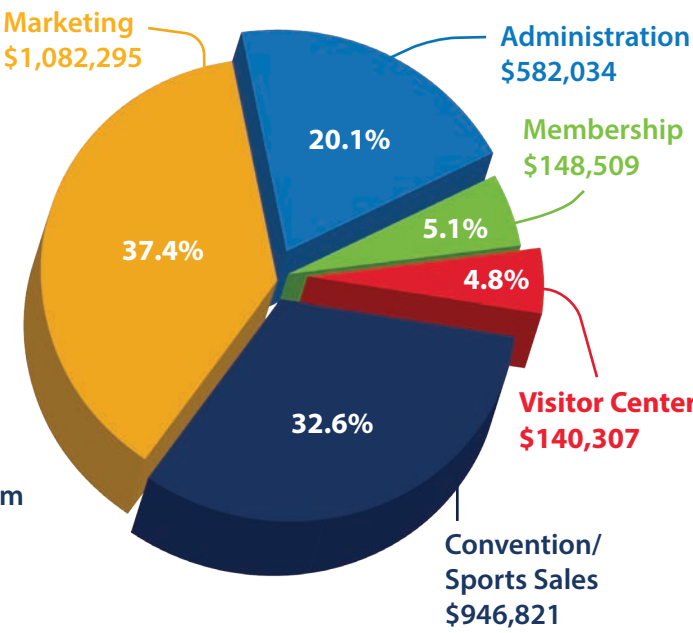


FINANCIAL PICTURE

\$3,494,243
Total Revenue



\$2,899,966
Total Expenses



HOTELS

Occupancy up 1.2%

ADR up 4.4%

RevPAR up 5.7%

Hotel Revenue up \$206,437

TOTAL HOTEL-MOTEL TAX REVENUE

	Kennewick	Pasco	Richland	Totals
2021	\$502,862	\$332,854	\$581,566	\$1,417,282
2022	\$672,025	\$440,350	\$733,662	\$1,846,037
2023	\$714,098	\$498,162	\$795,213	\$2,007,473
2024	\$785,557	\$541,555	\$886,798	\$2,213,910

*Visit Tri-Cities receives approximately 50% of the lodging tax.

3,796 Hotel guest rooms available

TRI-CITY REGIONAL HOTEL-MOTEL COMMISSION

- KENNEWICK**
 - Mike Brown, Hampton Inn Kennewick at Southridge
 - Gabi Lopez Guerrero, SpringHill Suites by Marriott Kennewick
 - Erin Erdman, Ex Officio, City of Kennewick
- PASCO**
 - Monica Hammerberg, Hampton Inn & Suites Pasco/Tri-Cities
 - Jerry Beach, A-1 Hospitality
 - Adam Lincoln, Ex Officio, City of Pasco
- RICHLAND**
 - Lacey Stephens, Home2 Suites by Hilton
 - Yesenia Galvez, LivAway Suites
 - Jon Amundson, Ex Officio, City of Richland

*Visitor Spending represented in this report reflect the economic impact of tourism in the Tri-Cities for the year of 2023. The economic impacts of tourism in our community for 2024 are not yet available. Percentage increase stated is based off of 2022 numbers. Source: Tourism Economics

STRATEGIC SALES



The sales department’s primary focus is to market to convention, sports, and group meeting planners through direct sales contacts, targeted marketing, and attending industry events. Booking these events puts “heads in beds” that generate significant tax revenues for our community.

2024 PROGRAM HIGHLIGHTS

168

Conventions, sports & group activities hosted

↑ Up 7.7% from previous year

132,501

Visitors attracted

↑ Up 9.5% from previous year

\$35,716,190

Convention and sports spending to region

↑ Up 33.3% from previous year



2025 & BEYOND

- 118 Future conventions, meetings and sports events confirmed
- 134,998 Future visitors
- \$69,405,244 Future visitor spending

Coming in 2025



2024 HIGHLIGHTS

Sales & Client Relationship Building

- Hosted Spring Olympia Sales Blitz & Customer Appreciation Luncheon reaching 48 meeting planners, a 23% increase in planners reached over 2023
- Conducted 23 appointments at the Fall Sales Olympia Blitz, a 27% increase over 2023
- Hosted Sports Customer Appreciation Event in Portland during Sports ETA Symposium
- Hosted the WA Society of Association Excellence Annual Conference with an evening reception for key meeting and event planners
- Attended 8 industry-related conferences and events to meet with meetings and sports planning professionals

Secured Major Events

- 2025 WA & ID International Order of the Rainbow for Girls

- 2026-2030 WA & OR Potato Conference, WA State Potato Commission
- 2024 Latino State Softball Championships, United States Specialty Sports Association (USSSA)
- 2024 Latino World Series Softball, USSA
- 2024 Northwest Regional Floodplain Management Association Conference
- 2026 & 2027 Pacific Northwest Vegetable Association Annual Conference
- 2025 Convention of Jehovah’s Witnesses – 4 weekends (June/July)
- 2025 U.S. Tennis Association PNW Adult 65 & Over Sectional Championships
- 2025 USA BMX Lumberjack Nationals
- 2025-2027 Northwest Athletic Conference (NWAC) Volleyball Championships
- 2026-2028 NWAC Men’s & Women’s Volleyball Championships

EFFECTIVE MARKETING



Each year, Visit Tri-Cities implements a comprehensive, data-driven marketing strategy designed to increase brand awareness, drive visitation, and maximize economic impact for the region. By leveraging a multi-channel approach—including digital advertising, media relations, social media, and public relations—Visit Tri-Cities successfully engages a broad audience and positions the destination as a must-visit location. The results from 2024 showcase the strength and effectiveness of these efforts.

2024 CAMPAIGN HIGHLIGHTS

446 million

impressions achieved

\$352 : \$1

estimated total for return on ad spend

\$37 : \$1

hotel-specific estimated return on ad spend

\$16.7 million

generated revenue from ad inspired bookings

WEBSITE PERFORMANCE

460,000+

website visitors

↑ 11% increase

950,000+

pageviews

↑ 15% increase

SOCIAL MEDIA ENGAGEMENT

f

31,151 Facebook Followers

3% increase

ig

16,894 Instagram Followers

17% increase

in

3,212 LinkedIn Followers

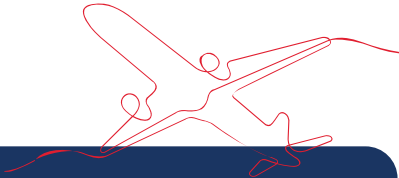
12% increase

Engagements increased

184% from 2,330 to 6,620.

MEDIA & PUBLIC RELATIONS

- Expanded audience reach through signature events from 27 million to 3.6 billion
- Secured 146 pieces of media coverage - a 161% increase over 2023
- Hosted 16 media FAMs, contributing to 33% of total media coverage
- Achieved an estimated 9.4 million views, a 4,000% increase over 2023



HIGHLIGHTS

- Relaunched VTC website with enhanced navigation, destination-focused messaging, Spanish-language translations and 425 new content pages
- Published the new Visit Tri-Cities Brand Book for consistency and messaging clarity
- Recognized as Runner-up for “Best Marketing Program” awarded by State of Washington Tourism
- Targeted campaigns with Expedia resulted in 589 flight bookings
- Booked 122,181 room nights directly through ad campaigns
- Developed and distributed refreshed and impactful messaging through various multimedia assets, including:
 - ‘Discover What’s in You’ Destination Sizzle Video
 - IRONMAN 70.3 Pre-Race Sizzle Video
 - IRONMAN 70.3 Race Day Video – amassed 45K+ views in one week
 - IRONMAN 70.3 Volunteer Highlight Video
 - IRONMAN 70.3 Community Benefits Documentary
 - Seven 90-second video vignettes showcasing the community benefits of IRONMAN 70.3
 - Twelve TV commercials emphasizing the positive impact of IRONMAN 70.3 on the community
 - 2-minute informational video highlighting the vision and accomplishments of the Tri-Cities Rivershore Enhancement Council (TREC)
 - 30-second signature sports highlight reel

COLLABORATIVE DESTINATION DEVELOPMENT



One of the ways we maximize the revenues generated by visitors is through Destination Development. Our goal is to create a superior experience for visitors and residents. Through the Tri-Cities Rivershore Enhancement Council (TREC), the National Park Committee and other organizations, we work with local jurisdictions and hospitality partners to enhance the attractions we have and develop additional experiences and recreation venues. This work serves the needs of visitors, improves the quality of life for residents, aids in workforce recruitment and generates economic growth.

HIGHLIGHTS

Tri-Cities Rivershore Enhancement Council (TREC) Initiatives

- Hosted U.S. Army Corps of Engineers newly appointed Walla Walla District Commander for meeting and field tour with partnering jurisdictions
- Created enhanced website showcasing the vision and accomplishments of TREC
- Cable Bridge Lighting Subcommittee – finalized Interlocal Agreement and initiated timeline for hiring Design Consultant to further the Cable Bridge Lighting initiative

Tri-Cities National Park Committee Initiatives

- Successfully advocated to re-open B-Reactor tours for the 2024 season
- Collaborative efforts helped achieve record breaking B-Reactor tour attendance despite partial closure of tour opportunities
- Led the Administrative Subcommittee in prioritizing projects to be funded by the Hanford Unit Funds
- Developed an outline and RFQ for a Park community vision project
- Facilitated collaborative efforts to establish a Friends of the Park group
- Issued letters of support to congressional delegates to expand Park boundaries and to the National Park Service outlining opportunities for collaboration

Support Workforce Development & Workforce Initiatives

- Partnered with WSU Tri-Cities to promote WSU Tri-Cities Workforce Training Scholarships
- Participation in Energy Communities Alliance (ECA) Workforce Roundtable and Forum, and Tri-Cities Workforce Roundtable

Development of Tourism Assets

- Visioning support for development of the Mid-Columbia Children’s Museum
- Advocacy and support for the Three Rivers Convention Center expansion
- Active collaboration and involvement to support a Performing Arts Center initiative
- Collaborative efforts to facilitate improvements and upgrades at HAPO Center



Three Rivers Convention Center Expansion

PROACTIVE COMMUNITY ENGAGEMENT



HIGHLIGHTS

Annual Meeting & Tourism Showcase

*see back cover for more details

- Engaged hundreds of tourism partners and industry stakeholders by producing the “Discover What’s in You” Tourism Showcase Tradeshow and Networking Event, featuring over 40 tourism businesses

Business Partner Development

- Secured Diamond Level Member, Alpine Roofing, as Signature Sports sponsor
- Implemented new Tri-IDEAs sponsor package for STCU and Bechtel
- Enrolled 130 tourism businesses as new VTC members – a 20% increase over 2023

IRONMAN 70.3 Washington Tri-Cities

- Secured over 1,100 volunteers to fill 1,300 volunteer positions
- Engaged dozens of local agencies and community leaders in planning and supporting the event
- Generated 23 local news stories and 17 local news features
- Delivered 5.8 million local ad impressions
- Hosted Tri-Cities information booth in the IRONMAN Village
- Hosted volunteer and community welcome / kick-off party
- Hosted IRONKIDS fun run for children
- Produced interactive “Traffic Impact Maps” and distributed traffic impact mailers to help locals understand and navigate race day impacts
- Outstanding community engagement helped the event achieve a Net Promoter Score of 80 from race participants which is 28 points higher than the global average for IRONMAN events



Manhattan Project National Historical Park (MAPR) and American WWII Heritage City Designation

- Supported the launch of 360 virtual tour and resources of B Reactor and T Plant tours
- Launched a new webpage highlighting information on community assets related to World War II and the Manhattan Project and continued the City Designation campaign
- Launched advertising campaign promoting MAPR tours generating more than 15-thousand tour visitors coming from all 50 states and 52 different countries
- VTC support of Ride with a Ranger events
- Coordination of the Tri-Cities National Park Committee (TCNPC) and related efforts

Legislative Initiatives

- Attended Tri-Cities Day in Olympia with the Tri-Cities Legislative Council to meet with legislators and promote a slate of community priorities
- Testified at Legislative Session on tourism initiatives
- Engaged with state representatives to support community initiatives
- Collaborated with Washington State Destination Marketing Organizations, State of Washington Tourism Office, Association of Washington Businesses and Washington Economic Development Association to secure and maintain favorable legislation for tourism businesses along with increased and ongoing funding to support tourism initiatives

VISIT TRI-CITIES COUNCILS

Tri-Cities Rivershore Enhancement Council

Tri-Cities Sports Council

Tri-Cities National Park Committee

INNOVATIVE & MEANINGFUL OPERATIONS

STRATEGIC VISION AND LEADERSHIP

- Strategic assessment to evaluate and enhance the organization's focus and approach
- Established new vision and mission for the organization
- Directed efforts on core strategies that boost visitation, enhance visitor experiences, and positively impact the Tri-Cities economy
- Established a clear foundation for our messaging strategy that provides focus and consistency for long-term success
- Implemented and enhanced existing programs, campaigns, and goals
- Streamlined leadership and organizational structure
- Streamlining asset management and distribution for marketers and creatives
- Hosted hospitality sales training for Convention Development team
- Submitted Destinations Marketing Accreditation Certification renewal with Destinations International
- Initiated new three-year strategic plan for 2025-2027
- Refined contracts with service providers

FINANCIAL STRENGTH

- Maintained robust fiscal stability with significant reserve balances and year-end revenues exceeding budget by nearly \$250,000
- Secured \$92,000 in grant funding including State of Washington Tourism grants for IRONMAN 70.3 and World Horseshoe Championships
- Fostered healthy relationships with key financial partners including city councils, TPA commissioners, and hotel partners
- Conducted Hospitality Benefits Study

VISIT TRI-CITIES AND STAFF HONORS

- Three team members achieved Professional Destination Management Certifications (PDM) from Destinations International
- Continuation of Certified Destination Marketing Executive (CDME) Program
- Leadership Tri-Cities Class XXVII Graduate
- Leadership Tri-Cities New Member Class XXVIII
- Tri-City Regional Chamber of Commerce Member of the Month Award



VISIT TRI-CITIES GOVERNANCE

2023 EXECUTIVE COMMITTEE

- Chair: **Buck Taft**, Tri-Cities Airport/Port of Pasco
- Past Chair: **Corey Pearson**, Three Rivers Campus
- First Vice Chair: **Trish Herron**, PNNL
- Vice Chair: **Vijay Patel**, A-1 Hospitality
- Vice Chair: **Brian Lubanski**, Ben Franklin Transit
- Vice Chair: **Amy Johnson**, Purple Star Winery
- Treasurer: **Ron Hue**
- Legal Counsel: **John Raschko**, Miller Mertens & Comfort, P.L.L.C.
- CPA: **Monte Nail**, CPA

VISIT TRI-CITIES STAFF

- **Kevin Lewis**, President & CEO
- **Gretchen Guerrero**, Vice President of Finance & Operations
- **Hector Cruz**, Vice President of Development & Community Relations
- **Julie Woodward**, Vice President of Marketing & Creative Services
- **Kirsten Finn**, Convention Development Manager Team Lead
- **Abby Hedges**, Visitor Services Specialist
- **Austin Wingle**, Advertising, Design, and Creative Analysis Manager
- **Alex Boecker**, Marketing Communication Manager
- **Jason Watson**, Website & Multi-Media Manager
- **Kaiya Bliss**, Convention Development Manager
- **Linda Tedone**, Sales Administrative Assistant
- **Michele York**, Business Development Manager
- **Natalie Clifton**, Sports Development Manager
- **Reagan Thompson**, Convention Development Manager
- **Samantha Galbraith**, Operations Manager/Executive Assistant

OVERVIEW

- **Founded:** 1969 as non-profit organization
- **Staff:** 15 full-time employees
- **Structure:** Governed by a 42 member Board of Directors
- **Members:** 467
- **Website:** VisitTri-Cities.com

2023 BOARD OF DIRECTORS

- **Tim Arntzen**, Port of Kennewick
- **Jerry Beach**, A-1 Hospitality
- **Troy Berglund**, West Richland Chamber of Commerce
- Council Member **Melissa Blasdel**, City of Pasco
- Washington State Senator **Matt Boehnke**
- **Angie Brotherton**, Bechtel
- **Phinney Brown**, Arts Center Task Force
- **Liza Clitar**, Clover Island Inn
- Washington State Representative **April Connors**
- **Jennifer Cunningham**, Q Home Loans
- **Karl Dye**, TRIDEC
- Councilmember **David Fetto**, City of West Richland
- **Robert Franklin**, B-Reactor Museum Association
- **Colleen French**, Department of Energy
- **Melody Goller**, Hampton Inn Richland
- **Brisa Guajardo**, Tri-Cities Hispanic Chamber of Commerce
- **Gabi Guerrero**, SpringHill Suites
- **Mike Hall**, Ice Harbor Brewing Company
- **Monica Hammerberg**, Hampton Inn & Suites Pasco
- **Colin Hastings**, Pasco Chamber of Commerce
- **Sandra Haynes**, WSU Tri-Cities
- Commissioner **Scott Keller**, Port of Benton
- Mayor Pro Tem **Sandra Kent**, City of Richland
- **Dave Marsh**, B Reactor Museum Association
- **Lori Mattson**, Tri-City Regional Chamber of Commerce
- **Mike McCall**, HAPO Center
- **David McClain**, TC Black
- Commissioner **Will McKay**, Benton County
- **Brent Miles**, Tri-City Dust Devils
- Council Member **Jim Millbauer**, City of Kennewick
- **Rocky Mullen**, Franklin County
- **Dara Quinn**, Emerald of Siam
- **Rob Roxburgh**, CPCCo
- **Gus Sako**, The Octopus' Garden
- **Rosana Sharpe**, The REACH Interpretive Center
- **Lacey Stephens**, Home2Suites
- **Vivian Terrell**, Honey Baked Hams Co.
- **Matt Watkins**, Pasco Public Facilities District
- **Rebekah Woods**, Columbia Basin College



OUR MEMBERSHIP

Visit Tri-Cities’ ability to attract visitors to our region is made possible by the investment and support of our member organizations. Visit Tri-Cities members and partners provide unique and inclusive opportunities that are of interest to travelers and help build a better quality of life for residents. Their dedicated, unwavering support is the foundation of our work. In turn, it is our duty, obligation, and pleasure to continue the promotion and celebration of our members and our dynamic community through tourism marketing, high quality publications, destination advertising, educational forums, creative digital content, and destination development. In 2024, Visit Tri-Cities’ membership total reached **467 tourism businesses**.

ECONOMIC DEVELOPMENT PARTNERS

City of Kennewick
City of Pasco
City of Richland
Tri-City Regional Hotel-Motel Commission

DIAMOND

Alpine Roofing
Bechtel National
Central Plateau Cleanup Company
Hanford Mission Integration Solutions
PNNL
Toyota Center
Three Rivers Convention Center
Washington River Protection Solutions

PLATINUM

Ben Franklin Transit
Benton County
Benton PUD
City of West Richland
Energy Northwest
Franklin County
Franklin PUD
Port of Benton
Port of Kennewick
Port of Pasco
STCU
The HAPO Center

GOLD

Best Western Premier Pasco Inn & Suites
Clover Island Inn
Comfort Suites Kennewick at Southridge
Courtyard by Marriott Richland Columbia Point
Hilton Garden Inn Kennewick
Holiday Inn Express & Suites Pasco Tri-Cities
Holiday Inn Richland on the River
Red Lion Hotel & Conference Center Pasco
Red Lion Hotel Kennewick Columbia Center
Richland Riverfront Collection by Ascend
SpringHill Suites by Marriott Kennewick

SILVER

Baymont Inn & Suites
Best Western Kennewick Tri-Cities Center Hotel
Best Western Plus Kennewick Inn
Comfort Inn
Courtyard by Marriott Pasco Tri-Cities Airport
Fairfield Inn

Hampton Inn & Suites Pasco/Tri-Cities
Hampton Inn Kennewick at Southridge
Hampton Inn Richland
Holiday Inn Express Hotel & Suites Richland
Home2 Suites by Hilton
Homewood Suites by Hilton - Richland
Kennewick Inn & Suites
La Quinta Inn & Suites
LivAway Suites
My Place Hotel-Pasco/Tri Cities, WA
Red Lion Inn & Suites Kennewick Tri-Cities
Sleep Inn Pasco Tri-Cities
Super 8 Kennewick
The Lodge at Columbia Point
TownePlace Suites by Marriott
Woodspring Suites

STANDARD MEMBERSHIP

14 Hands Winery
3 Eyed Fish Kitchen + Wine Bar
3 Rivers Folklife Society
4 Whistles Winery
A & A Motorcoach
Abair’s
Above The Curve Vineyard
Academy of Children’s Theatre
Ace Jewelry & Loan
Adore Formal Wear & Bridal Boutique
Adventures Underground
Ahava Coffee Co LLC
Airfield Estates
AJ’s Edible Arts, Inc.
Alaska Airlines
Alexandria Nicole Cellars
Alexandria Nicole Cellars Destiny Ridge
Tasting Room
Allied Arts Association - Gallery at the Park
Andy’s North Restaurant & Lounge
Anelare Winery
Angel Brook Christmas Tree Jubilee
Angel Brook Farm Market and Produce
Stands - Kennewick
Angel Brook Farm Market and Produce
Stands - Richland
Angel Brook Ice Cream
Anthology Event Venue by Castle
Event Catering
Anthony’s at Columbia Point
Apollo Authentic Greek Restaurant
Ara Sushi & Grill
Arlene’s Flowers & Gifts
Art on the Columbia

Art Work Northwest
Art YOUR Way
Arts Center Task Force
Aspen Limo Tours
At Michele’s
Atomic Ale Brewpub & Eatery
Atomic Bowl & Jokers Lounge & Casino
Atomic Escape Rooms
Aub’s Bananza Bread
Aub’s Lounge
Avennia Red Mountain Tasting Room
AXE KPR Axe Throwing
Azteca
B Reactor Museum Association (BRMA)
Badger Mountain Vineyard/Powers Winery
Barnard Griffin Winery
Bartholomew Winery
Basil and Blush
Baum’s
Baymont Inn & Suites
Bella Italia Restaurant
Bennett Rentals
Benton County Fairgrounds
Bergan’s Timeless Treasures
Bergstrom Aircraft, Inc.
Big D’s Powersports
Bingo Boulevard
Black Heron Spirits, LLC
Blackthorne Neighbourhood Pub
Blankslate
Bob’s Burgers and Brew - Kennewick
Bob’s Burgers and Brew - Richland
Boiada Brazilian Grill
Bombing Range Brewing Company
Bon Cafe Co
Bonefish Grill
Brady’s Brats
Brainstorm Cellars
Brewminatti
Brick House Pizza
Bristle Art Gallery
Brother’s Cheese Steaks
Budd’s Broiler by Anthony’s Restaurants
Buds and Blossoms too
Buffalo Wild Wings
Burger Ranch
Burger Ranch - Pasco
Cafe con Arte LLC
Caffeine Bar
Canyon Lakes Golf Course
Cardamom Indian Grill & Bar
Casa Pottery
Catering to You
CBC Arts Center

Cedars at Pier 1
CG Public House & Catering
Chandler Reach Vineyards
Chapala Express
Cherry Chalet Bed & Breakfast
Chic & Unique Furniture Kennewick
Chic & Unique Furniture Richland
Chicken & Bowl
Chills Fro Yo & Custard
Chuck E. Cheese
Chukar Cherries
Ciao Trattoria
Cigar Savvy Shop, LLC
Clover Island Inn
Clover Island Marina
Col Solare Winery
Columbia Basin BMX
Columbia Basin College
Columbia Basin Racquet Club
Columbia Center
Columbia Crest Winery
Columbia Park Golf Tri-Plex
Columbia Point Golf Course
Columbia River Mafia Guide Service
Columbia Sun RV Resort
Community Concerts of the Tri-Cities
Connell Heritage Museum
Convergence Zone Cellars
Copper Top Tap House
Cora’s E-bike Shop
Cork and Taps by Domanico Cellars
Costa Vida - Duportail Street
Costa Vida - Gage Blvd
Costa Vida - Kennewick
Costa Vida - Pasco
Cougar Cave Espresso
Country Mercantile
Country Mercantile - Pasco
Coyote Bob’s Roadhouse Casino
Coyote Canyon Mammoth Site
Coyote Canyon Winery
Crazy Moose Casino
Crepe Haus & El Compadre
Crepes and Rolls
Crowe Wines
Cupcakes Bakery & Deli
d. lynne’s boutique
D’s Wicked Cider
Daisy Ranch Saloon
Dalset Wines
DavenLore Winery
D-Bat Columbia Basin
Del Sol Lavender Farm
DermaCare
Desert Food Mart (Conoco)
Desert Wind Winery
Details
Divots Golf
Dog Haus Biergarten Pasco
Don Rubio’s
Dovetail Joint Restaurant
DownUnderSportFishing
DrewBoy Creative
Earth Spirit Shop
Eastern Washington Transportation
Elk Haven Winery
Emerald of Siam Thai Restaurant & Lounge
Ethos Bakery - Queensgate

Ethos Bakery - The Parkway
Europa Italian & Spanish Cuisine
Events at Sunset
Experience 46 Degrees
Fable Craft Bar-Wine Saloon-Food Joint
Farmhand Winery
Fast and Curryous
Fat Olives Restaurant & Catering
Fiction @ J. Bookwalter Winery
Fidélitas Wines
Fiiz
Fisher’s Catch Outfitters
Five Guys Burgers & Fries
Fleet Feet
Float Euphoria
Foodies Kennewick
Foodies Richland
Franklin County RV Park
Free Culture Clothing
Fresh Leaf Co
FreshPicks WA Smoothies
Frichette Winery
Friends of Sacajawea State Park
Frost Me Sweet Bakery & Bistro
Fujiyama Japanese Steak House & Bar
Garden Hot Pot
Gesa Carousel of Dreams
Glass Studio at Barnard Griffin Winery
Gluten Not Included
Goose Ridge Estate Vineyard & Winery
Gordon Estate Winery
GRAZE - ‘a place to eat’
Great Harvest Bread Company Kennewick
Greek Islands Cuisine
Greenies
Griggs Ace Hardware
Ground Support Coffee
Guadalajara Style Mexican Food LLC
Hae Ha Thai
Halo Fishing Adventures
Hedges Family Estate
Heron Bluff Vineyard & Winery
Hightower Cellars
Hill’s Restaurant & Lounge
HoneyBaked Ham Café
HOOKED SEAFOOD BOIL & BAR
Hope Outfitters
Hops n Drops
Hops n Drops - Kennewick
Horn Rapids Golf Course
Horn Rapids RV Resort & Mini Mart
Hot Tamales, LLC
How Sweet It Is
I&M Rentals LLC
Ice Harbor Brewing Co.
Ice Harbor Brewing Company at the Marina
Iconic Brewing
IHOP Restaurants
Indaba Coffee
InterMountain Alpine Club
iplay Experience
J&S Dreamland Express
J. Bookwalter
Just Juice LLC
KayakBateman.com
Kestrel Vintners
Kickstand Tours
Kindred Spirits

Kiona Vineyards and Winery
Kitzke Cellars
Knots & Grounds Espresso
Kona Ice
La Bella Vita Kitchen and Bar
La Maison Dana French Café Restaurant & Bar
La Zeiba Events
Lakeside Gem and Mineral Club
Layered Cake Artistry
Lazy River Taphouse
Lemon Grass
Let’s Glow Mini Golf
LIGO Hanford Observatory
Lil’ Moon Diner
Longship Cellars
Love Curry Indian Cuisine
Lower Columbia Basin Audubon Society
LU LU Craft Bar + Kitchen
Lucky Flowers
Magills Restaurant & Catering
Market Vineyards
Martinez & Martinez Winery
Masala Indian Cuisine
Max Air Tri-Cities
McKinley Springs
Mercer Wine Estates
MEXA MexAmerican Kitchen
Mid-Columbia Ballet
Mid-Columbia Libraries
Mid-Columbia Mastersingers
Mid-Columbia Musical Theatre
Mid-Columbia Symphony
Middleton Farms
Milbrandt Vineyards/Ryan Patrick Wines
MillerTime Fishing
Miss Tamale
Mocha Express on Canal
Mocha Express TriCities
Monarcha Winery
Monterosso’s Italian Restaurant
Moonshot Brewing
Moonshot Brewing Pub at the Park
Muret-Gaston Winery
Museum at Keewaydin
MyFroYo - Kennewick
MyFroYo - Pasco
MyFroYo - Richland
Nanis Bakery
National Charter Bus Richland
Nothing Bundt Cake
Nouveau Day Spa
Novel Coffee Co.
OATIS Outdoor Adventure Rentals
Octopus’ Garden
OH SUSHI
Opportunity Kitchen - Federal Building
Opportunity Kitchen - Public Market at CRW
Pacific Shorz Powersports
Pasco Aviation Museum
Pasco Burger Company
Pasco Chamber of Commerce
Pasco Specialty Kitchen
Peacock Coffee Roasting Co
Pearl Coffee
Pedego Electric Bikes Tri-Cities
Perch Cantina

OUR MEMBERSHIP CONTINUED

Perfect Circle Brewing
Philocaly Lingerie Boutique
Picante Mexican Taqueria
Pie Sharks LLC
Pink Pearl
Pipsqueaks
Polka Dot Pottery
Popcorn Northwest
Porter's Real BBQ Kennewick
Porter's Real BBQ Pasco
Porter's Real BBQ Richland
Poutine, Eh?
Power Up Arcade Bar
Preszler's Guide Service, LLC
Pretty Gritty Tours
Price 4 Limo
Proof Gastropub
Public Market at Columbia River Warehouse (CRW)
Purple Star Wines
QUAKE Family Fun Center
Ranch & Home
Rattlesnake Mountain Brewing Company
Rattlesnake Mountain Harley - Davidson
REACH Museum
Reborn Bike Shop
Red Dot Paintball
Red Lobster
Red Mountain AVA Alliance
Red Mountain Event Center
Red Mountain Trails
Restaurante El Chapala
Rewster's Craft Bar & Grill - Horn Rapids Golf Course
Richland Players
RideNow Powersports Tri-Cities
Rise & Shine Bake Shop
Roads2 Travel Company
Rocco's Pizza Kennewick
Rocco's Pizza Pasco
Rock Shop
Rollarena Skating Center
Rolling Hills Chorus
ROMA House
Roscoe's Coffee
Round Table Pizza - Kennewick
Round Table Pizza - Leslie
Round Table Pizza - Pasco
Round Table Pizza - Richland
Runners of the Sage
SAAP Kitchen Lao-Thai
Sacajawea State Park
Sage Brewing Company
Sageland Center
Salon Remedi
Salud Bar and Kitchen
Sandollar Farms & Alpacas
Sandy's Fabrics & Machines
Seaductive Kayak Rentals
Seoul Fusion Korean Restaurant
Shade Cafe
Sharetea Tricities
Sheep's Clothing

Shelby's Floral & Gifts
Simplified Celebrations
Sister to Sister - on the Ave
Sister to Sister- Merlot
Skippers Seafood n' Chowder
Sleep Inn Pasco Tri-Cities
Sleeping Dog Wines
Smooth Swings
Soi 705
Solar Spirits Distillery
Some Bagels
Some Bagels Too
Somer Mediterranean Food and Bakery
Southern Cross Winery
Spare Time Lanes
Spencer Carlson Furniture & Design
Sporthaus
SpringHill Suites by Marriott Kennewick
Sterling's Restaurant - Clearwater
Sterling's Restaurant - Queensgate
Sterling's Restaurant On the River
Stone Ridge Estates
Stotts Fishing Adventures
Sub Zero Nitrogen Ice Cream
Summer's Hub of Kennewick
Sun Willows Golf Course
Sundance Aviation
Sunken Treasures Games
SunWest Sportswear
SuperMex El Pueblo Market
Swadee Thai Cuisine
Swampy's BBQ Sauce & Catering
Swampy's BBQ Sauce & Eatery
Swigg Coffee Bar
Tagaris Winery
Take a Break Tri-Cities
Tap & Barrel
Tapteal Greenway
TC Black
TC Cider House
Tee Time
Teriyaki Grill
Terra Blanca Winery & Estate Vineyard
Thai Elephant
The Bradley
The Bubbly Boba
The Crazy Crab Place
The Educated Cigar, LLC
The Endive Eatery
The Garden TriCities
The Grain Bin Flower Farm & Inn
The Human Bean
The Kozy Kup Coffee Co.
The Little Plant Shop
The Lodge at Columbia Point
The Medusa Tap House
The Moore Mansion
The Olive Garden
The Palm Bar and Grill
The Pizza Box
The Pub
The Rude Mechanicals
The Teal Box

The Tinte Red Mountain Retreat
The Underground Taphouse
Three Rivers Tackle
Thurston Wolfe Winery
Tip Pit BBQ
Tirridis
Tomi Sushi and Ramen
Transient Coffee Company
Trejo's Mexican Restaurant
Trejo's Taco Factory
Trek Bikes Kennewick
Tri City Taps
Tri-City Regional Chamber of Commerce
Tri-Cities Afghan Food
Tri-Cities Hispanic Chamber of Commerce
Tri-Cities Newcomers Club
Tri-Cities Tackle
Tri-Cities Wine Society
Tri-City Americans Hockey
Tri-City Dust Devils
Tri-City Tappers
TRIDEC
Tsunami Catering
Tucannon Cellars
Tulipe Lifestyle Shop
Tumbleweeds Food Truck
Tumbleweeds Mexican Flair
Twigs Bistro & Martini Bar
Twist Clothing Co.
Uncle Sam's Saloon
Upchurch Vineyard
Uptown Antique Market
Urban Grounds LLC
US Army Corp of Engineers
Viera's Bakery - Burden St.
Viera's Bakery - Lewis St.
VISTA Event Space
Washington State University Tri-Cities
Water2Wine Cruises
Wautoma Springs
West Richland Chamber of Commerce
West Richland Golf Course
What's The Scoop
Wheat Head Brewing
Wheelhouse Community Bike Shop
White Bluffs Brewing
White Bluffs Quilt Museum
Wilco Farm Store
Wild Hare Lavender Farm
Wild Olive's Charcuterie Kingdom
Willow Run Vineyard
Wine Social
Wingstop Pasco
Wisdom Books LLC
WIT Cellars
Wright's Desert Gold Motel & RV Park
Xenophile Books
Yogurt Beach
Z Place Salon & Spa
Zintel Creek Golf Club
Zintel Creek Golf Club Restaurant
and Lounge
Zullee Mediterranean Grill Richland

OUR SPONSORS



The **Media Outreach Sponsorship** is paramount to the success of Visit Tri-Cities' mission of driving visitor spending. The funds secured through the media relations sponsorship allows our organization to work in unison with outside public relations firms to bring in travel writers and national news organizations to provide the national media attention our great community deserves. Additionally, the sponsorship complements other marketing endeavors such as social media, digital, OTT, television, and print ads. In doing so, we bring value to our partners and community members while creating a positive image of our community for local employers recruiting efforts and employee retention.



The **Tri-Cities Rivershore Enhancement Council (TREC)** is a multi-jurisdictional program, coordinated by Visit Tri-Cities, which is helping the community rediscover its river shores and is working to emphasize restoration, development, and enhancement activities. The investment made by Bechtel ensures that the work being done by TREC's committees, the Strategic Committee and the Technical Committee, will continue. Contributions made, have a direct impact on the Rivershore Enhancement Council through the creation of the Rivershore Master Plan. These efforts continue to improve river shore experiences for all to enjoy.



Washington River Protection Solutions is the **Annual Meeting and Kris Watkins Tourism Champion Award Sponsor**. This sponsorship supports the communication of the Visit Tri-Cities mission with its VTC membership, VTC Board of Directors, and stakeholders; including presentations to city council members and elected officials.



The **Quality-of-Life Sponsorship** drives the success of the Visit Tri-Cities mission in developing programs, products, and activities that impact "the overall economic vitality of our communities and the quality of life for our citizens." This sponsorship provides an avenue to place in-market advertising, promoting the quality of life to local residents, those considering relocation, and visitors staying in the area. The funds secured through the Quality-of-Life Sponsorship allows our organization to market effectively in-region, highlight local tourism businesses, encourage the community to engage with local events and businesses, and inspire our local community members to bring their friends and family to the Tri-Cities; in turn positively impacting our local economy.



The Three Rivers Campus is the **Convention and Meeting Program Sponsor**. A pivotal hub for economic development in our community. The convention facilities are more than just event spaces, they are the engines that drive economic development. The sponsorship of the Three Rivers Campus directly contributes to the community's ability to host diverse and impactful events, creating a positive ripple effect throughout the community. The Three Rivers Campus creates opportunities for locals to engage, learn, and network. It is an investment in the economic and social fabric of our community.



Pacific Northwest National Laboratory (PNNL) is our **Excellence in Service Award/Eco-Tourism Sponsor**. This partnership is a vehicle for encouraging visitation and enjoyment of our outdoor recreational opportunities. PNNL also extends its support to the Excellence in Service Award, chairing the committee and overseeing the evaluation process. PNNL has made additional spotlights possible highlighting previous awardees. The Excellence in Service Award is presented by PNNL at the Visit Tri-Cities Annual Meeting.



The **Signature Sports Sponsorship** is crucial to the success of Visit Tri-Cities' mission to boost visitor spending. The funding secured through this sponsorship enables our organization to collaborate with the Tri-Cities Sports Council and local sports entities, enhancing community assets, infrastructure, and sports marketing initiatives. Furthermore, the Signature Sports Sponsorship offers our destination, the Sports Council, and its members the opportunity to present a unified front in attracting major sporting events, such as the IRONMAN 70.3 Washington Tri-Cities



Travel is transformative on multiple levels. Exploring new destinations exposes us to different ideas, cultures, history, heritages, and people. The **Tri-IDEAs sponsorship** amplifies our efforts in celebrating and showcasing our destination's diverse community, letting visitors and residents of all backgrounds, races, genders, cultures, and abilities know and feel that they are welcome here. This sponsorship further builds connections with local business owners, community leaders, event organizers, residents, and more by highlighting stories of diversity in the Tri-Cities.

○ DISCOVER WHAT'S IN YOU

The Visit Tri-Cities Annual Meeting and Tourism Showcase provided a glimpse into the dynamics that make living and visiting here so vibrant.

Discover What's In You Panel

The 2024 Annual Meeting celebrated the achievements and insights of five unique individuals from our community whose stories and wisdom reflect the process of discovery and demonstrate the meaningful action and opportunity flowing through our communities.

Pictured from left to right, our panelists were: José Iñiguez, Founder & Executive Director of Encanto Arts, Marisa Howard, 2024 Olympian, Christina Lomasney, Chief Commercialization Officer for PNNL, Adam J. Fyall, Sustainable Development Manager for Benton County, and Gabe Crowell, Co-Founder of Tirridis Sparkling Wines



Award Winners

The First Responder teams throughout the Tri-Cities received the prestigious Kris Watkins Tourism Champion Award. These agencies took their champion-like commitment to a new level as we hosted a season of signature events that put our community on display like never before.



Frichette Winery earned the 2024 Excellence in Service Award for its exceptional guest experience. Their focus on creating memorable experiences is a testament to the quality of our local tourism partners.



Tourism Showcase

Hundreds of community and business leaders gathered to celebrate the vitality and opportunity our hospitality and tourism businesses generate for visitors and residents.



Thank you for helping us inspire, reward and celebrate the spirit of exploration and discovery.

THE FOLLOWING IS A SUMMARY OF VISIT TRI-CITIES ACTIVITIES TO SUPPORT TOURISM.

STRATEGIC SALES

- Successfully host and leverage success of IRONMAN 70.3, USA BMX National Series, and Tri-City Raceway events to grow signature sports market.
- Increase room nights booked by 11% over 2024. Achieve 45,000 room nights booked.
- Generate and submit 220 sales leads (Request for Proposals) to industry partners.
- Host three sales missions featuring customer appreciation events and appointments with planners.
- Attend seven lead producing conferences to meet with decision makers and promote the Tri-Cities as a destination of choice for conventions and sports events. Conferences include TEAMS, Sports ETA, S.P.O.R.T.S. Relationship Conference, S.P.O.R.T.S. Invitational, WSAE, Meeting Planners International, and Northwest Event Show.
- Host three appreciation events for meeting planners and sports events organizers.
- Utilize contracted platforms and tools to full potential.
- Conduct Director of Sales meetings with local tourism related businesses to support and coordinate efforts.
- Develop training program for hotel and venue staff.
- Work with Tri-Cities Sports Council members, including athletic directors, sports venue directors, and community leaders to create attractive proposals for high school athletic district and state-wide championships.
- Coordinate venue costs and accommodation pricing for tournament directors and meeting planners.
- Secure hotel room blocks and complimentary rooms as needed to secure events.
- Develop and implement convention center expansion marketing and sales strategy to grow markets.

EFFECTIVE MARKETING

- Build awareness for the convention center expansion through website, targeted mail, ad campaigns, and PR initiatives.
- Introduce a new creative campaign across all communication channels.
- Update sales collateral and messaging to align with the new Brand Book.
- Launch multi-platform, data-driven creative ad campaigns.
- Expand digital advertising into fly markets by rolling out market-specific ads for Phoenix, Salt Lake City, and Los Angeles, utilizing retargeting and geofencing techniques.
- Promote signature events with integrated campaigns.
- Produce destination blogs and a video series featuring local experts, historians, and business owners.
- Build the meetings and conventions client network through the 'Bring Your Meeting Home' campaign, quarterly e-newsletters, and digital ad campaigns targeted at WSAE members.

- Optimize data integration and reporting.
- Implement advanced digital targeting methods, including website pixeling, geofencing, retargeting, and lookalike audiences to drive repeat visitation and secure new bookings.
- Leverage advanced research and reporting services to strengthen data-driven decision-making.
- Utilize SWT grant partnership to expand Pasco-focused media content.
- Organize the digital asset library by establishing quality standards, archiving outdated content, capturing new targeted visuals, transferring legacy assets to a dedicated platform, and removing duplicates for efficient access.
- Enhance website engagement by developing interactive digital maps and curated itineraries.
- Support promotional efforts for key community events.
- Support VTC sponsorships by identifying additional advertising opportunities to create new revenue streams.
- Maximize social media engagement by launching seasonal campaigns, leveraging destination hashtags to foster user participation, and utilizing LinkedIn to deliver targeted messaging to meeting planners and the sports market.

COLLABORATIVE DESTINATION DEVELOPMENT

- Successfully leverage and advance the region through signature events such as IRONMAN 70.3, USSSA Latino State and World Softball Championships, and USA BMX National Series.
- Coordinate and manage efforts of the Tri-Cities Rivershore Enhancement Council (TREC), including advancing the Cable Bridge Lighting Project and maintaining a webpage to track and report all TREC related projects and developments.
- Support and advocate for development and enhancement of tourism infrastructure and services.
- Provide direction and guidance for recommendations outlined in the Rivershore Master Plan II.
- Coordinate efforts of the Tri-Cities National Park Committee and collaborate with partner agencies to establish a community vision for the Manhattan Park National Historical Park (MAPR), support establishing a friends group entity, and support Park related initiatives.
- Promote the National Park Service American WWII Heritage City designation, B Reactor virtual tours, available MAPR tours, and "Science and Technology" season of podcasts.
- Incorporate celebrations of the 10th Anniversary of the Park into Tri-Cities events.
- Support efforts to promote the 25th Anniversary of the Hanford Reach National Monument.

THE FOLLOWING IS A SUMMARY OF VISIT TRI-CITIES ACTIVITIES TO SUPPORT TOURISM.

- Advocate for expansion and improvements at area sports complexes by providing direction and guidance for recommendations outlined in the Sports Facilities Market Analysis and Feasibility Study.
- Re-establish the cooperative efforts of the Wine Tourism Council serving wineries, wine-related venues, hotels, restaurants, and transportation providers in Benton and Franklin counties.
- Support initiatives to expand or enhance critical convention facilities and event venues.
- Engage in tourism-related initiatives with the Tri-Cities Strategic Alliance (TRIDEC, the Tri-City Regional Chamber and the Benton-Franklin Council of Governments) to facilitate action on regional projects that will help shape the future of our region.
- Work with TRIDEC and local chambers of commerce to support business and economic development initiatives.
- Participate and provide leadership in tourism industry organizations such as Washington State Destination Marketing Organization (WSDMO), State of Washington Tourism, One West Tourism Alliance (OWTA), and Destinations International (DI).
- Collaborate with Federal and State Legislators on tourism related priorities.

PROACTIVE COMMUNITY ENGAGEMENT

- Successfully engage community in hosting signature events such as IRONMAN 70.3, USSSA Latino State and World Softball Championships, and USA BMX National Series.
- Establish and maintain an engaging and meaningful membership program to recognize, support, and promote tourism related businesses and the partner organizations that support the mission and strategic pillars of our organization.
- Produce a sponsorship guide outlining sponsorship purposes, opportunities, tiers, and suggested benefits to utilize as a foundation to secure new sponsors.
- Host the 2025 Annual Meeting to provide inspiration, education, tourism reports, and outlook to our stakeholders and partners.
- Promote local tourism businesses and attractions through VisitTri-Cities.com.
- Provide key data to keep members up to date on industry trends, opportunities, and events through regular newsletter communications.
- Promote local businesses to convention and sports participants through the “Show Your Badge” program.
- Create member benefit programs to support tourism employment, recruiting, and workforce development.
- Provide materials to local companies to enhance their recruitment and employee relocation efforts.

- Enhance Excellence in Service Award program creating year-round attention and engage local tourism businesses.
- Create Customer Service Training program for tourism partners.
- Manage the cooperative efforts of the Tri-Cities Sports Council serving high school athletic directors, municipal recreation departments, local sports clubs, and sports officials.
- Recruit volunteers for signature events taking place in the Tri-Cities.

INNOVATIVE & MEANINGFUL OPERATIONS

- Maintain efficient and healthy fiscal stability and enhance growth by securing, renewing, and expanding revenue sources.
- Operate and perform as a globally accredited organization as recognized by Destinations International and the Destination Marketing Accreditation Program (DMAP).
- Manage and operate the Tri-Cities Visitor Center, providing a place for visitors and residents to gather information on local attractions, services, and tourism-related businesses.
- Promote the Visitor Guide and other publications highlighting the community, attractions, and activities to promote the Tri-Cities as a preferred travel destination.
- Support and interact with estimated 5,000 written and telephone requests for information on the Tri-Cities.
- Produce and manage the Tri-Cities Calendar of Events.
- Offer a “Hot Dates” program to assist visitors in finding accommodations during high-demand dates.
- Maintain the Satellite Visitor Centers with visitor information, maps, and brochures.
- Provide visitor services and maintain the interactive Tri-Cities kiosks at the Tri-Cities Airport and Three Rivers Convention Center.
- Promote and manage the Tri-Cities Excellence in Service program to inspire customer service region-wide.
- Produce sustained and consistent tourism growth by preserving our position as an employer of choice through energizing work, professional growth, and thoughtful adoption of effective employee retention initiatives.
- Foster an organizational culture of collaboration, innovation, and education.



TPA Reserve Funding Request Packet

This packet is presented on behalf of the Tri-City Regional Hotel-Motel Commissioners whose members are appointed by the City Councils to provide recommendations on the proposed use of Tourism Promotion Area (TPA) funds which are managed by Visit Tri-Cities.

At its February 2025 meeting, the Hotel-Motel Commissioners unanimously approved the transfer of \$549,500 from TPA reserve funds to be utilized for the projects specified in this packet and incorporated in the Visit Tri-Cities 2025 Work Plan. This packet provides background information as stated below and a summary of the proposed projects to fund utilizing resources from TPA Reserve Account for reinvestment.

Background

The TPA Reserve Account has a required minimum reserve balance of \$650,000 which includes an operating balance of \$150,000. These balance requirements are determined by the City Managers who participate at Commission meetings as Ex-Officios. It is the Commission's position that additional funds above \$650,000 should actively be used to promote the Tri-Cities as a destination, creating increased visitor spending in the community. In addition, reserve funding considerations are also made for capital investments and destination development.

As a result of careful resource management and conservative budgeting, the TPA Reserve Account currently has a balance of \$1,440,720 available for reinvestment in additional projects.

Earlier this year, the Commissioners of the Tri-City Regional Hotel-Motel Commission unanimously voted to re-invest \$549,500 of the surplus revenues toward projects that include: funds to secure and support new conventions and sports tournaments, tourism research and education, and promotions to increase and enhance leisure travel stays.

Included in this packet is the list of new projects recommended by the Commission to support the 2025 Visit Tri-Cities Work Plan.

Thank you for your consideration and support with this request. We appreciate the opportunity to collaborate with the City of Richland and the Tri-City Regional Hotel-Motel Commission as we help fuel transformational growth through tourism. Please reach out with any questions or comments you may have as you review the documents.

Sincerely,



Kevin Lewis
President and CEO

2025 Proposed TPA Reserve Investments

Research & Reporting Services

\$150,000 (utilized over 2 -3 years)

To better understand markets, trends, ad impacts, and visitor metrics, Visit Tri-Cities invests in a number of different data services that provide us with a range of marketing and tourism research, ad data and industry insights. We utilize this information to make strategic data driven decisions that produce return on investment. Funds from this request will support our team's engagement with research and reporting service contractors over the next few years to assist in acquiring, compiling, analyzing and presenting the key industry data we receive from the multiple sources we utilize. These contracted services and the associated tools they provide will help us better understand the impacts of our combined efforts and more easily share the results with stakeholders in an effective and meaningful way. Working with data reporting service providers will help us bridge the gap between data, understanding and action.

Short Term Rental Research Services

\$35,000 (utilized over 2-3 years)

Short term rentals are changing the lodging landscape in our region impacting hotel occupancy, revenues, lodging tax collections, and the long-term housing/rental market. Athlete surveys from the recent IRONMAN event showed 17% of participants stayed in short-term vacation rental properties for the event. Funds from this request would allow Visit Tri-Cities to secure research to assist our cities and lodging partners better understand the impacts of short-term rentals in our region and the effect they have on visitation, hotel room supply and demand and other key visitor metrics. These research tools will help guide informed decisions concerning policy, tax collection, zoning, enforcement, housing needs, visitor revenues, etc.

AI Tools/Subscriptions

\$6,000

Utilizing AI tools can greatly enhance our team's productivity by automating repetitive tasks, streamlining research, generating content, assisting with brainstorming, improving communication, and delivering instant access to information. By integrating tools like ChatGPT into daily workflows, employees can focus on higher-level, strategic work, driving efficiency, creativity, and overall organizational success. This investment empowers our team with cutting-edge technology that supports smarter, faster, and more effective decision-making.

Airport Kiosk Remodel

\$25,000

Our current airport kiosk is outdated, lacking the warmth and appeal needed to effectively engage travelers. These funds will be used to remodel the kiosk with upgraded materials for a more inviting aesthetic, along with improved signage and a strategic relocation of the main screen for better visibility. This investment will create a modern, welcoming display that enhances the visitor experience and better represents our destination.

Group FAM Destination Visits

\$13,500

These funds will be used to support two group familiarization (FAM) trips to our destination, an essential investment in generating media exposure and increasing our visibility. In 2024, 33% of our total media coverage resulted from our FAM program, demonstrating its effectiveness in driving earned media. These 2025 group FAMs will bring both traditional media and social influencers to experience our destination firsthand, leading to compelling storytelling and widespread coverage.

Each trip will be strategically themed to highlight our unique offerings, showcasing the destination's appeal to potential visitors. By hosting these curated FAMs, we maximize our media reach, strengthen our brand presence, and ultimately drive visitor interest and economic impact.

Increase Support for Signature Sports Events **\$100,000**

Visit Tri-Cities is continuing to work with signature groups such as IRONMAN, National Horseshoe Pitchers Association, American Cornhole League, and FIFA World Cup Seattle 26. As we host events on a national and international level, additional financial, operational and logistical resources are needed to support event requirements and take advantage of new opportunities for publicity and exposure. Funds from this request will be directed towards signature events that we secure and host. These types of events increase our visibility and credibility on a national scale and have opened opportunities for the Tri-Cities to be considered for new, large-scale events. This funding contributes to the overall success of the events and helps increase visitation, participant satisfaction, economic impact and community awareness.

Increase Quick Response Fund **\$20,000**

The quick response fund allows the CEO to make opportunity fund grants to qualified groups if there is an immediate need before the next Tri-City Hotel-Motel Commission is scheduled. It allows for flexibility and ensures groups are not lost due to timing.

SportsEvents Media Group Conference **\$100,000**

Visit Tri-Cities continues to bid on hosting a future conference presented by SportsEvents Media Group. In 2024, VTC submitted a bid to host the S.P.O.R.T.S. Relationship Conference and was selected as a top 3 finalist destination. Although the Tri-Cities region was not selected, we remain a top destination to be considered for future SportsEvents Media Group conferences, including the S.P.O.R.T.S. Relationship Conference and the S.P.O.R.T.S. Invitational. Funds will be used to cover the host city requirements if our bid is successfully awarded. Additionally, a portion of the funds will be allocated for hosting the required site visits during the selection process, should we be selected as a top finalist. The S.P.O.R.T.S. Relationship Conference is a national hosted-buyer, multi-day event that attracts sports event planners and sports event suppliers to a single location to share educational and networking opportunities. The event attracts an estimated 70-80 sports event planners who are directly responsible for more than \$24 million in sports-tourism-related spending. In addition to pre-set appointments between destinations and sports planners, the conference provides general sessions, roundtables, workshops, and opportunities for destination marketing organizations to collaborate. The S.P.O.R.T.S. Invitational is an exclusive, invite-only event featuring premier city partners and a hand-selected, targeted group of sports event rights holders. The Invitational is a boutique, hosted buyer event – a one-and-a-half-day gathering filled with pre-scheduled meetings and multiple networking opportunities to connect with new partners located in the West/Southwest region.

State of Washington Tourism Conference **\$25,000**

State of Washington Tourism (SWT), the official state tourism office, hosts an annual conference each year where Washington's tourism industry professionals can convene for professional development, topical panel discussions, industry breakout sessions and networking. Each year, SWT seeks an enthusiastic host destination for a future Conference. Visit Tri-Cities will be submitting a bid to host a future Conference, and funds will only be used if we are successfully awarded the bid. Destination host responsibilities include serving on the planning committee,

arranging area Familiarization (FAM) Tours including transportation, arranging transportation for speakers and attendees, and coordinating for local art, culture and attractions to be showcased during the event. Hosting the conference in Tri-Cities gives us the opportunity to showcase our destination while educating key tourism partners on the unique attractions and assets we offer, as well as building on future opportunities for collaboration.

Project Support Services

\$75,000

Visit Tri-Cities' expanded involvement in hosting events requires additional planning and operational support from our team. Funds from this request will be used to provide staffing and/or contracted services to ensure communication and coordination on all aspects of the events within our team and with our community leaders, key agencies, venues, lodging properties, businesses, residents, event teams, etc. Allocating dedicated resources to proactively facilitate these essential functions will help us maintain the standard of excellence needed for successful hosting.

Total All Requests:

\$549,500



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2025-47, Authorizing Award of Bid to Vincent Brothers, LLP for the Richland Library Outdoor Children's Area

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2025-47

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-47, authorizing the City Manager to sign and execute an agreement with Vincent Brothers, LLP for construction of the new outdoor children's area at the Richland Public Library.

Summary:

The City's adopted 2023-2028 Capital Improvement Plan (CIP) included a project to construct a new outdoor space at the Richland Public Library. This project will expand public amenities and gathering opportunities at the Library by including a small amphitheater, sidewalks, fencing, and seating (the "Project"). The Richland Public Library's 2023-2033 Strategic Plan defines one of the library's roles as serving as a public square. This project will further enable the library to fulfill this role.

In 2024, bids for the Project were solicited in accordance with the City's purchasing policies, but all responses greatly exceeded the available budget. The City rejected all bids. Subsequently, staff re-scoped the project to better fit within the available budget. Following this re-scope, the City solicited bids in accordance with the City's purchasing policies and received seven (7) bids, which were opened on February 18, 2025.

Vincent Brothers LLP submitted the lowest responsible bid. After a successful budget adjustment per Ordinance No. 2025-08, sufficient funding will be available in the approved CIP budget to complete the project.

Staff recommends adoption of Resolution No. 2025-47.

Fiscal Impact: The original 2023 CIP funding for the project was \$350,000. Ordinance No. 2025-08 will amend the 2025 CIP budget to allocate additional capacity of \$118,157 into the Parks Capital Fund. This will result in the needed capacity to fully fund the construction contract valued at \$410,342.75 plus additional authorization for up to ten percent (\$41,342) for unanticipated aggregate change orders for a potential total project cost of \$451,684.75.

Attachments:

1. Resolution No. 2025-47
2. ITB #25-0017 Bid Tab
3. Concept Art

RESOLUTION NO. 2025-47

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO VINCENT BROTHERS LLP FOR
THE RICHLAND PUBLIC LIBRARY'S OUTDOOR CHILDREN'S
AREA PROJECT (REBID).**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a project titled Library Outdoor Children's Area (the "Project"), which will add an outdoor gathering space and amenities at the Richland Public Library; and

WHEREAS, the Richland Public Library's 2023-2033 Strategic Plan defines one of the library's roles as a public square which can be further fulfilled through construction of the library's outdoor space; 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 seven (7) bids received and opened on February 18, 2025; and

WHEREAS, Vincent Brothers LLP submitted the lowest responsible bid of the seven (7) bids received; and

WHEREAS, sufficient funds are 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 Vincent Brothers LLP in the amount of \$410,342.75 for the Richland Public Library's Outdoor Children's Area Project, and to execute change orders in an aggregate amount not to exceed \$41,342 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 1st day of April, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: February 25, 2025	ITB # 25-0017
RICHLAND LIBRARY OUTDOOR READING & PLAY AREA - REBID	

				ENGINEER'S ESTIMATE		ALLSTAR CONSTRUCTION GROUP, INC RICHLAND, WA		CMR GENERAL CONTRACTOR LLC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID					BID WITHDRAWN		BID WITHDRAWN	
1	Mobilization	1	LS	\$24,000.00	24,000.00	17,058.00	17,058.00	15,000.00	15,000.00
2	ESC Lead	5	DAY	500.00	2,500.00	360.00	1,800.00	1,000.00	5,000.00
3	Site Surveying	1	LS	5,000.00	5,000.00	3,630.00	3,630.00	7,000.00	7,000.00
4	Clearing & Grubbing	0.25	ACRE	5,000.00	1,250.00	150,252.00	37,563.00	42,000.00	10,500.00
5	SPCC Plan	1	LS	500.00	500.00	1,513.00	1,513.00	500.00	500.00
6	Record Drawings (Min Bix \$500)	1	LS	500.00	500.00	4,397.00	4,397.00	500.00	500.00
7	Removal of Structures & Obstructures	1	LS	4,500.00	4,500.00	16,913.00	16,913.00	8,800.00	8,800.00
8	Earthwork	6,600	SF	4.00	26,400.00	4.63	30,558.00	9.84	64,944.00
9	Tree Protection & Aeration Systems	1	LS	16,000.00	16,000.00	11,561.00	11,561.00	30,500.00	30,500.00
10	Concrete Pavement (4 in) Thickened Edge at Turf	2,500	SF	12.50	31,250.00	19.05	47,625.00	8.60	21,500.00
11	Custom Mound	4	LS	-	-	-	-	-	-
12	Synthetic Turf Amphitheater (2400 SF) 1400 SF	1	LS	79,100.00	79,100.00	65.00	65.00	16.50	16.50
13	Synthetic Turf Open Space (3100 SF) 1850 SF	1	LS	29,000.00	29,000.00	15.72	15.72	16.50	16.50
14	Synthetic Turf Concrete Connection Edging (=/- 324 LF)	1	LS	1,040.00	1,040.00	4,274.00	4,274.00	13,890.00	13,890.00
15	Bark Mulch in Play Area (3 in Deep)	11	QY	500.00	5,500.00	392.09	4,312.99	163.64	1,800.04
16	Chain Link Fence Type - 6' Vinyl Coated	220	LS	68.00	14,960.00	86.02	18,924.40	85.90	18,898.00
17	Drainage - Underdrain System	1	LS	30,000.00	30,000.00	35,595.00	35,595.00	35,000.00	35,000.00
18	Electrical for A/V & Lighting System	1	LS	49,025.00	49,025.00	6,479.00	6,479.00	46,000.00	46,000.00
19	Irrigational Revisions	1	LS	15,000.00	15,000.00	13,837.00	13,837.00	16,700.00	16,700.00
20	Site Furnishings - Trash Can & Benches	1	LS	6,000.00	6,000.00	9,630.00	9,630.00	6,500.00	6,500.00
21	Landscape Restoration - Turf & Grasses	1	LS	2,500.00	2,500.00	7,374.00	7,374.00	8,200.00	8,200.00
BASE BID SUBTOTAL					\$344,025.00		\$273,125.11		\$311,265.04
8.7% SALES TAX					29,930.18		23,761.88		27,080.06
BASE BID TOTAL					\$373,955.18		\$296,886.99		\$338,345.10
Alternate Bid									
AI-1	Decorative Fencing (Additional Cost)	220	LF	\$15.00	3,300.00	141.53	31,136.60	0.00	0.00
Alternate Bid SUBTOTAL					\$3,300.00		\$31,136.60		\$0.00
8.7% SALES TAX					287.10		2,708.88		0.00
Alternate Bid TOTAL					\$3,587.10		\$33,845.48		\$0.00
GRAND TOTAL					\$377,542.28		\$330,732.47		\$338,345.10
						*corrected		*corrected	

City of Richland

DATE BIDS OPENED:	February 25, 2025	ITB #	25-0017
RICHLAND LIBRARY OUTDOOR READING & PLAY AREA - REBID			

				SPYDERCORP, LLC RICHLAND, WA		VINCENT BROTHERS LLP PASCO, WA		ESF DEVELOPMENT LLC WALLA WALLA, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID			BID WITHDRAWN					
1	Mobilization	1	LS	34,000.00	34,000.00	35,000.00	35,000.00	39,972.00	39,972.00
2	ESC Lead	5	DAY	1.00	5.00	300.00	1,500.00	30.00	150.00
3	Site Surveying	1	LS	10,000.00	10,000.00	5,500.00	5,500.00	8,000.00	8,000.00
4	Clearing & Grubbing	0.25	ACRE	40,000.00	10,000.00	6,500.00	1,625.00	21,000.00	5,250.00
5	SPCC Plan	1	LS	50.00	50.00	500.00	500.00	150.00	150.00
6	Record Drawings (Min Bix \$500)	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
7	Removal of Structures & Obstructures	1	LS	8,500.00	8,500.00	500.00	500.00	10,000.00	10,000.00
8	Earthwork	6,600	SF	2.00	13,200.00	6.36	41,976.00	4.00	26,400.00
9	Tree Protection & Aeration Systems	1	LS	12,000.00	12,000.00	15,000.00	15,000.00	3,000.00	3,000.00
10	Concrete Pavement (4 in) Thickened Edge at Turf	2,500	SF	20.50	51,250.00	17.20	43,000.00	9.50	23,750.00
11	Custom Mound	4	LS	-	-	-	-	-	-
12	Synthetic Turf Amphitheater (2400 SF)	1	LS	25,000.00	25,000.00	61,000.00	61,000.00	79,000.00	79,000.00
13	Synthetic Turf Open Space (3100 SF)	1	LS	33,000.00	33,000.00	42,000.00	42,000.00	26,000.00	26,000.00
14	Synthetic Turf Concrete Connection Edging (=-/ 324 LF)	1	LS	15,000.00	15,000.00	5,000.00	5,000.00	16,000.00	16,000.00
15	Bark Mulch in Play Area (3 in Deep)	11	QY	135.00	1,485.00	472.73	5,200.03	350.00	3,850.00
16	Chain Link Fence Type - 6' Vinyl Coated	220	LS	125.00	27,500.00	86.36	18,999.20	120.00	26,400.00
17	Drainage - Underdrain System	1	LS	20,000.00	20,000.00	29,000.00	29,000.00	28,000.00	28,000.00
18	Electrical for A/V & Lighting System	1	LS	47,500.00	47,500.00	45,000.00	45,000.00	47,000.00	47,000.00
19	Irrigational Revisions	1	LS	18,500.00	18,500.00	16,700.00	16,700.00	19,500.00	19,500.00
20	Site Furnishings - Trash Can & Benches	1	LS	10,000.00	10,000.00	7,000.00	7,000.00	8,100.00	8,100.00
21	Landscape Restoration - Turf & Grasses	1	LS	10,000.00	10,000.00	2,500.00	2,500.00	6,200.00	6,200.00
BASE BID SUBTOTAL				\$347,490.00		\$377,500.23		\$377,222.00	
8.7% SALES TAX				30,231.63		32,842.52		32,818.31	
BASE BID TOTAL				\$377,721.63		\$410,342.75		\$410,040.31	
	Alternate Bid								
AI-1	Decorative Fencing (Additional Cost)	220	LF	0.00	0.00	0.00	0.00	58.00	12,760.00
Alternate Bid SUBTOTAL				\$0.00		\$0.00		\$12,760.00	
8.7% SALES TAX				0.00		0.00		1,110.12	
Alternate Bid TOTAL				\$0.00		\$0.00		\$13,870.12	
GRAND TOTAL				\$377,721.63		\$410,342.75		\$423,910.43	
				*corrected		*corrected			

City of Richland

DATE BIDS OPENED:	February 25, 2025	ITB #	25-0017
RICHLAND LIBRARY OUTDOOR READING & PLAY AREA - REBID			

				JUDHA OF LION LANDSCAPING & SERVICES LLC MAPLE VALLEY, WA		POW CONTRACTING PASCO, WA		TAPANI, INC BATTLE GROUND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Mobilization	1	LS	25,000.00	25,000.00	39,500.00	39,500.00	49,000.00	49,000.00
2	ESC Lead	5	DAY	2,000.00	10,000.00	55.00	275.00	50.00	250.00
3	Site Surveying	1	LS	10,000.00	10,000.00	8,000.00	8,000.00	7,500.00	7,500.00
4	Clearing & Grubbing	0.25	ACRE	2,500.00	625.00	50,000.00	12,500.00	42,500.00	10,625.00
5	SPCC Plan	1	LS	8,000.00	8,000.00	500.00	500.00	100.00	100.00
6	Record Drawings (Min Bix \$500)	1	LS	5,000.00	5,000.00	500.00	500.00	500.00	500.00
7	Removal of Structures & Obstructures	1	LS	12,000.00	12,000.00	7,500.00	7,500.00	6,000.00	6,000.00
8	Earthwork	6,600	SF	4.00	26,400.00	1.00	6,600.00	0.75	4,950.00
9	Tree Protection & Aeration Systems	1	LS	5,500.00	5,500.00	30,000.00	30,000.00	43,000.00	43,000.00
10	Concrete Pavement (4 in) Thickened Edge at Turf	2,500	SF	17.00	42,500.00	16.00	40,000.00	18.00	45,000.00
11	Custom Mound	4	LS	-	-	-	-	-	-
12	Synthetic Turf Amphitheater (2400 SF)	1	LS	84,000.00	84,000.00	90,000.00	90,000.00	111,000.00	111,000.00
13	Synthetic Turf Open Space (3100 SF)	1	LS	37,000.00	37,000.00	35,000.00	35,000.00	58,000.00	58,000.00
14	Synthetic Turf Concrete Connection Edging (=/- 324 LF)	1	LS	11,340.00	11,340.00	15,000.00	15,000.00	10,000.00	10,000.00
15	Bark Mulch in Play Area (3 in Deep)	11	QY	150.00	1,650.00	150.00	1,650.00	320.00	3,520.00
16	Chain Link Fence Type - 6' Vinyl Coated	220	LS	115.00	25,300.00	160.00	35,200.00	140.00	30,800.00
17	Drainage - Underdrain System	1	LS	20,000.00	20,000.00	33,000.00	33,000.00	15,000.00	15,000.00
18	Electrical for A/V & Lighting System	1	LS	35,000.00	35,000.00	50,000.00	50,000.00	51,600.00	51,600.00
19	Irrigational Revisions	1	LS	12,000.00	12,000.00	9,000.00	9,000.00	18,950.00	18,950.00
20	Site Furnishings - Trash Can & Benches	1	LS	5,500.00	5,500.00	10,000.00	10,000.00	11,500.00	11,500.00
21	Landscape Restoration - Turf & Grasses	1	LS	12,000.00	12,000.00	7,500.00	7,500.00	7,000.00	7,000.00
BASE BID SUBTOTAL					\$388,815.00		\$431,725.00		\$484,295.00
8.7% SALES TAX					33,826.91		37,560.08		42,133.67
BASE BID TOTAL					\$422,641.91		\$469,285.08		\$526,428.67
Alternate Bid									
AI-1	Decorative Fencing (Additional Cost)	220	LF	190.00	41,800.00	28.00	6,160.00	27.00	5,940.00
Alternate Bid SUBTOTAL					\$41,800.00		\$6,160.00		\$5,940.00
8.7% SALES TAX					3,636.60		535.92		516.78
Alternate Bid TOTAL					\$45,436.60		\$6,695.92		\$6,456.78
GRAND TOTAL					\$468,078.51		\$475,981.00		\$526,428.67
					*corrected				



Richland Public Library - Exterior Improvements
22329.00



INTEGRUS



Richland Public Library - Exterior Improvements
22329.00



INTEGRUS



Richland Public Library - Exterior Improvements
22329.00





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2025-49, Authorizing a Purchase and Sale Agreement with HTD Holding, LLC for Property located at 2622 Henderson Loop

Department/Office
Development Services

Ordinance/Resolution Number:
2025-49

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-49, authorizing the City Manager to sign and execute a purchase and sale agreement with HTD Holding, LLC for the purchase of 45,189 square feet of surplus property in the Horn Rapids Business Center.

Summary:

HTD Holding, LLC, the purchasing entity for Puri-T Welding & Fabrication, is proposing to purchase a 45,189-square-foot property in the Horn Rapids Business Center located at 2622 Henderson Loop for the development of a minimum 10,000-square-foot light industrial building with office and warehouse.

Puri-T Welding & Fabrication employs skilled fabricators and welders and is one of the few businesses in the region to offer mobile Thermal Inert Gas (TIG) welding, which utilizes a portable welding machine that can be used on job sites. This mobile option is advantageous when working with large or heavy structures that are difficult to move. HTD Holding, LLC expects to invest approximately \$1.5 million to construct and occupy a new facility and will employ fourteen (14) people.

Consistent with an appraisal, the purchase price is \$6.00 per square foot for the 45,189-square-foot property, amounting to an overall purchase price of \$271,134. The City will retain a repurchase right if HTD Holding, LLC has not submitted an application for approval of building plans to the City within eight (8) months of closing, and if construction of the building has not commenced within eighteen (18) months of closing. This land sale is subject to a finder's fee at 4% of the total land sale proceeds.

The proposed purchase was reviewed by the Economic Development Committee at its February 10, 2025 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 2025-49.

Fiscal Impact:

Sale of the property will generate \$271,134. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for the construction of Horn Rapids Business Center utilities in 1988, per the following: Electric Fund: \$1,998.32; Water Fund: \$3,569.93; Sewer Fund: \$1,310.48. Net proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 2025-49
2. Purchase and Sale Agreement - HTD Holding LLC
3. Site Map - HTD Holding LLC PSA
4. Letter of Intent - Jordan Duvon-Puri-T Welding PSA

RESOLUTION NO. 2025-49

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND HTD HOLDING LLC.**

WHEREAS, the City of Richland is the owner of approximately 45,189 square feet of surplus property located at the corner of Henderson Loop in the Horn Rapids Business Center; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale for the price of \$271,134 and subject to a 4% finder's fee; and

WHEREAS, HTD Holding LLC has agreed to purchase the property for the listed sale price for development of a 10,000 square-foot medium industrial building with office and warehouse; and

WHEREAS, the City will retain a repurchase right under the Purchase and Sale Agreement if HTD Holding LLC does not submit an application for approval of building plans to the City within eight (8) months of closing, and if construction of the facility does not commence within eighteen (18) months of closing; and

WHEREAS, at its February 10, 2025 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 45,189 square feet of City-owned surplus property in the Horn Rapids Business Center to HTD Holding LLC.

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 related documents necessary to complete the sale of property to HTD Holding LLC as identified therein.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2552/2622 Henderson Loop

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 (“Seller”), and **HTD HOLDING, LLC**, a Washington limited liability company (“Purchaser”). 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, the unimproved real property, located at 2552/2622 *Henderson Loop*, 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. Purchaser acknowledges and agrees that 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 a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be **Two Hundred Seventy-One Thousand One Hundred Thirty-Four** dollars and no cents (\$271,134.00) (the “Purchase Price”). 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. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of **Five Thousand** dollars and no cents (\$5,000.00) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest-bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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 Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. 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, in which event the Earnest Money Deposit shall be returned to Purchaser, 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. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) 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, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; 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. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller 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 Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded, and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) 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, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

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. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

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

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 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.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a 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").

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

(d) Purchaser further represents that the Property will be developed with a minimum of 9,000 square-foot medium industrial facility with office and warehouse. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's

Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

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. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE

AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that, at Closing, Seller shall pay a four percent (4%) finder's fee to the licensed real estate agent representing Purchaser as set forth in the Brokerage Agreement between Purchaser and such broker, the form of which is attached to this Agreement as **Exhibit B**. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission, broker or other finder's fee or resulting from the purchase of the Property. The provisions of this Section 11.1 shall survive closing.

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

11.3. 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 Seller: City of Richland
Attn: Economic Development Office
625 Swift Blvd., MS-18
Richland, Washington 99352
(509) 942-7583

If to Purchaser: Jordan Duvon
312 Spring Street
Richland, Washington 99354
509.820.1116
Puri.t.welding@gmail.com

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.

11.4. 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.

11.5. 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.

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

11.7. 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.

11.8. Construction. The parties acknowledge that each party and its counsel have 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.

11.9. 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.

11.10. 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.

11.11. Merger. The delivery of the Deed 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.

11.12. 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.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a minimum of 9,000 square-foot medium industrial facility with office and warehouse, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the “Right to Repurchase.”

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price identified herein for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller’s repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller’s election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller’s sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as when the City has issued a Certificate of Occupancy for the development of the medium industrial facility with office and warehouse, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller’s sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller’s Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Survival Period to be recorded at Purchaser’s expense.

[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.

CITY OF RICHLAND – SELLER

HTD HOLDING, LLC – PURCHASER

By: Jon Amundson, ICMA-CM
Its: City Manager

By: Jordan Duvon
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

Parcel 9, Binding Site Plan No. 5946

[Binding Site Plan on Following Page]

DRAFT

RECORD OF SURVEY NO. **5946**

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

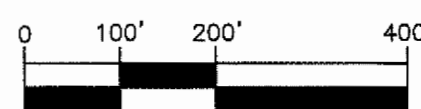
THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

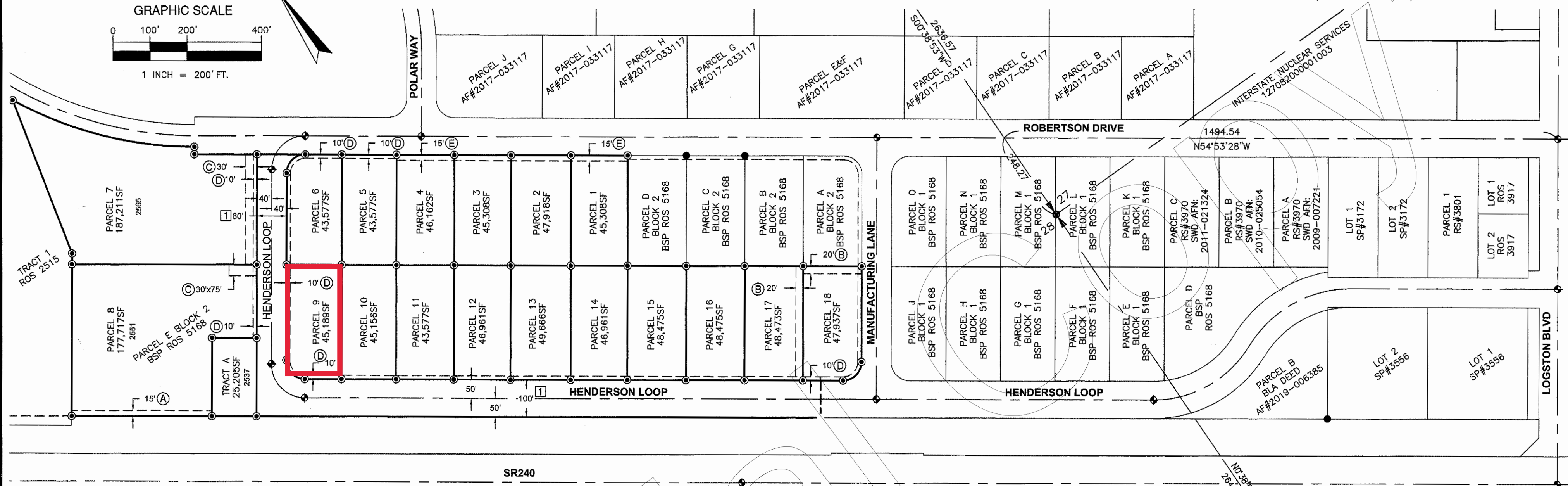
STATEMENT OF AMENDMENT

THE PURPOSE OF THIS SURVEY IS TO CORRECT DIMENSIONS DEPICTING WIDTH FOR
HENDERSON LOOP RIGHT-OF-WAY. DEDICATED RIGHT-OF-WAY CORRECTED TO BE 80.00
FEET WIDE, AS SHOWN HEREON. SHEET 1 AND 2.**EXHIBIT A: PSA-HTD HOLDING LLC**

GRAPHIC SCALE



1 INCH = 200' FT.



DESCRIPTION

LOT E, BLOCK 2, BINDING SITE PLAN 5168, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5168, UNDER AUDITOR'S FILE NUMBER 2019-010507, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~1,338,666 SF/30.73 ACRES.

BINDING SITE PLAN NOTES

- THIS AMENDED BINDING SITE PLAN REFERENCES, AMENDS, AND INCLUDES THE REQUIREMENTS FROM THE ORIGINAL BINDING SITE PLAN NO. 08-95, DATED FEBRUARY 5, 1995, AND THE UPDATED HORN RAPIDS MASTER PLAN APPROVED BY CITY COUNCIL APRIL 5, 2016.
- ALL LOTS CREATED BY THIS AMENDED BINDING SITE PLAN ARE SERVED BY PUBLIC ROADS AND UTILITIES IN ROBERTSON DRIVE, MANUFACTURING LANE AND HENDERSON LOOP. CITY OF RICHLAND PROVIDED ELECTRICAL, POTABLE WATER, SANITARY SEWER, AND STORM WATER. THE HENDERSON LOOP WEST - ROADWAY AND UTILITIES PROJECT CONSTRUCTION PLANS, DATED MARCH 2018, ARE REFERENCED HEREIN AND ARE THE APPROVED PUBLIC RIGHT-OF-WAY AND UTILITIES FOR THIS AMENDED BINDING SITE PLAN. ADDITIONALLY, THE ROBERTSON DRIVE EXTENSION, ROAD A AND 1ST STREET IMPROVEMENTS, DATED MAY 2014, ARE ALSO REFERENCED HEREIN AND PROVIDE ROADWAY AND PUBLIC UTILITY ACCESS TO THE LOTS FRONTING ROBERTSON DRIVE.
- ALL LOTS HAVE BEEN GRADED TO FINAL ELEVATIONS PRIOR TO THIS AMENDED BINDING SITE PLAN.
- ALL EASEMENTS SHOWN ON THIS AMENDED BINDING SITE PLAN ARE APPROVED AND CREATED BY THIS AMENDED BINDING SITE PLAN AS PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF THE CITY OF RICHLAND.
- ALL DRIVEWAY ENTRANCES SHALL BE AT LEAST 25 FEET FROM THE RIGHT-OF-WAY LINE OF AN INTERSECTING STREET.

BINDING SITE PLAN EASEMENT NOTES

- (A) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, EXCLUSIVE FOR WATER PURPOSES.
- (B) HEREIN DEDICATED TO THE CITY OF RICHLAND: 20' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (C) HEREIN DEDICATED TO THE CITY OF RICHLAND: 30' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (D) HEREIN DEDICATED TO THE CITY OF RICHLAND: 10' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.
- (E) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.

BINDING SITE PLAN RIGHT-OF-WAY NOTES

- (1) HEREIN DEDICATED TO THE PUBLIC: PUBLIC RIGHT-OF-WAY FOR ROAD PURPOSES AS SHOWN HEREON.

SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: JULY 2023.
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE ARE SURVEY GRID: SURVEYED DISTANCES SHOWN ARE US SURVEY FEET GRID DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000092417 TO ACHIEVE GROUND (PLANE) DISTANCES. DEED DISTANCES AND THE SQUARE FOOTAGE OF LOTS ARE GROUND (PLANE) DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999907592 TO ACHIEVE GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE CENTERLINE OF THE EXTENSIONS OF HENDERSON LOOP AND MANUFACTURING WAY AS CONSTRUCTED IN DECEMBER 2018 & TO AMEND A PORTION OF BINDING SITE PLAN, VOLUME 1 OF SURVEYS, PAGE 2056, RECORDED UNDER AUDITOR'S FILE NUMBER 95-18807.
- (XXX.XX) GROUND DISTANCES.
- [1] FOUND 2.5" BRASS CAP IN MONUMENT CASE.
- [2] FOUND BRASS CAP IN MONUMENT CASE. NO PUNCH AND NO MARKINGS FOUND ON BRASS CAP AT TIME OF SURVEY. LOCATION RECORDED AS CENTER OF BRASS CAP INSIDE MONUMENT CASING.
- [3] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774"
- CALCULATED POINT ROS 2515, AFN:1998-022820, NOT FOUND OR SET
- SET 5/8" REBAR AND CAP " PERMIT SURVEYING, INC 54534"
- SET PK NAIL STAMPED "LS 54534"
- [M]=MEASURED
- [R]=RECORD *SEE NARRATIVE

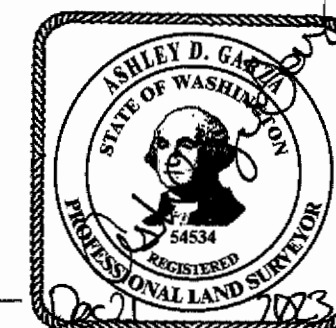
SURVEYOR'S NARRATIVE

THE MONUMENT AT THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE MEASURES 0.13 NORTH OF THE RECORDED DISTANCE AS SHOWN ON SHORT PLAT 3556, RECORDED UNDER AUDITOR'S FILE NUMBER 2018-001661. LOCATION OF INTERSECTION AND BEARING OF RECORD FOR ROBERTSON DRIVE HELD AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673 AND AS DEPICTED ON RECORD OF SURVEY 4575 RECORDED UNDER AUDITOR'S FILE NUMBER 2015-003647.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Merry Broadbent, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.Ashley D. Garza 12/21/2023
DATE
CERTIFICATE NO. 545342245 Robertson Drive
Richland, Washington 99354Office 509-375-4123
Fax 509-371-0999DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 1 OF 3

RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025

AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

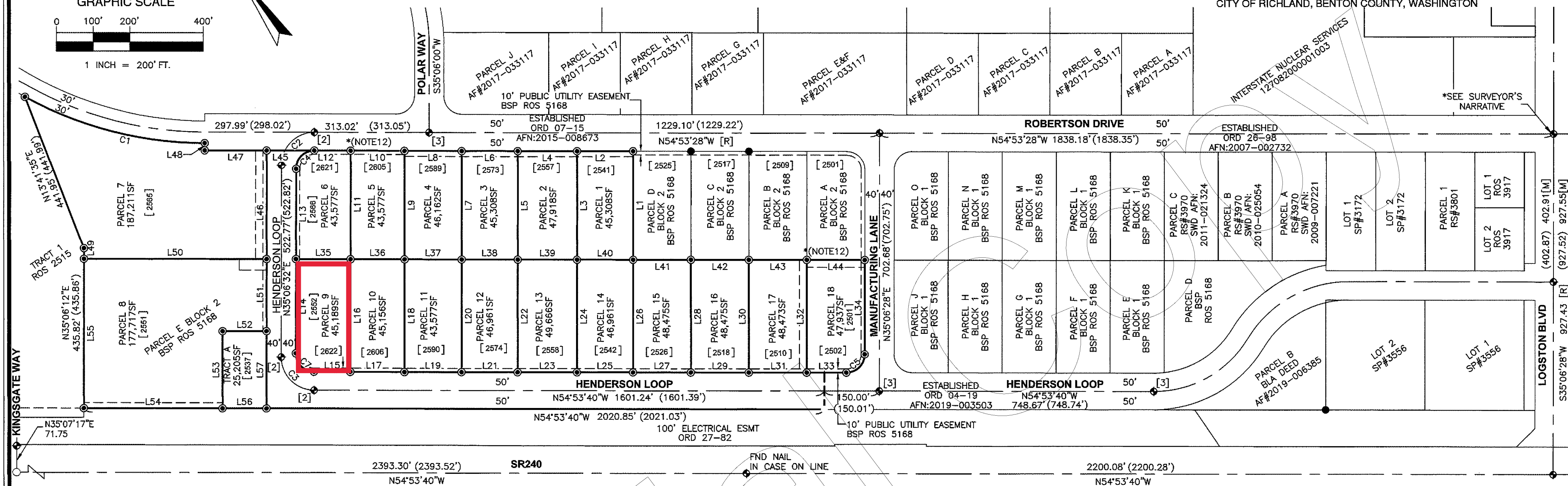
THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

GRAPHIC SCALE

0 100' 200' 400'

1 INCH = 200' FT.



Line Table			
Line #	Grid Length	Ground Length	Direction
L1	295.97	296.00	N35°06'28"E
L2	153.06	153.07	N54°53'28"W
L3	295.97	296.00	S35°06'28"W
L4	161.87	161.89	N54°53'28"W
L5	295.97	296.00	N35°06'28"E
L6	153.05	153.07	N54°53'28"W
L7	295.98	296.00	S35°06'28"W
L8	155.94	155.95	N54°53'28"W
L9	295.98	296.01	S35°06'28"W
L10	147.20	147.22	N54°53'28"W
L11	295.98	296.01	S35°06'28"W
L12	99.01	99.02	N54°53'28"W
L13	245.99	246.01	S35°06'32"W
L14	256.79	256.81	S35°06'32"W
L15	99.02	99.03	S54°53'40"E
L16	306.79	306.82	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L17	147.20	147.22	S54°53'40"E
L18	306.78	306.81	N35°06'28"E
L19	155.94	155.95	S54°53'40"E
L20	306.78	306.80	N35°06'28"E
L21	153.05	153.07	S54°53'40"E
L22	306.77	306.80	N35°06'28"E
L23	161.87	161.89	S54°53'40"E
L24	306.76	306.79	N35°06'28"E
L25	153.06	153.07	S54°53'40"E
L26	306.76	306.79	N35°06'28"E
L27	158.00	158.01	S54°53'40"E
L28	306.75	306.78	N35°06'28"E
L29	158.00	158.01	S54°53'40"E
L30	306.74	306.77	N35°06'28"E
L31	158.00	158.01	S54°53'40"E
L32	306.74	306.77	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L33	108.01	108.02	S54°53'40"E
L34	256.74	256.76	N35°06'28"E
L35	149.02	149.03	S54°53'32"E
L36	147.20	147.22	S54°53'32"E
L37	155.94	155.95	S54°53'32"E
L38	153.05	153.07	S54°53'32"E
L39	161.87	161.89	S54°53'32"E
L40	153.06	153.07	S54°53'32"E
L41	158.00	158.01	S54°53'32"E
L42	158.00	158.01	S54°53'32"E
L43	158.00	158.01	S54°53'32"E
L44	158.00	158.01	S54°53'32"E
L45	130.00	130.01	N54°53'28"W
L46	295.99	296.02	S35°06'32"W
L47	169.11	169.13	N54°53'28"W
L48	20.00	20.00	N54°53'28"W

Line Table			
Line #	Grid Length	Ground Length	Direction
L49	29.01	29.01	S35°06'12"W
L50	498.76	498.80	S54°53'32"E
L51	196.79	196.80	S35°06'32"W
L52	120.00	120.01	N54°53'40"W
L53	210.00	210.02	S35°06'32"W
L54	378.72	378.75	N54°53'40"W
L55	406.81	406.84	N35°06'12"E
L56	120.00	120.01	N54°53'40"W
L57	210.00	210.02	N35°06'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.80	1029.90	28°28'20"	S40°40'08"E	506.55
C2	141.37	90.00	90°00'00"	S80°06'32"W	127.28
C3	141.38	90.00	90°00'12"	S09°53'34"E	127.28
C4	78.54	50.00	90°00'00"	S80°06'32"W	70.71
C5	78.53	50.00	89°59'52"	N80°06'24"E	70.70
C7	78.54	50.00	90°00'12"	S09°53'34"E	70.71

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.84	1030.00	28°28'20"	S40°40'08"E	506.59
C2	141.38	90.01	90°00'00"	S80°06'32"W	127.29
C3	141.39	90.01	90°00'12"	S09°53'34"E	127.29
C4	78.55	50.00	90°00'00"	S80°06'32"W	70.72
C5	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C6	78.55	50.00	90°00'12"	S09°53'34"E	70.72

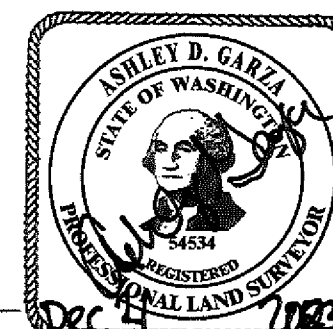
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P. M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Branda Chilton by Merry Brabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/11/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159
SHEET 2 OF 3

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2023. PARCEL NO. 128081BP5168016

Kenneth Spencer by Nicole Upmoe
BENTON COUNTY TREASURER

1-11-2024
DATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON.

[Signature]
ENGINEER, CITY OF RICHLAND

1/2/2024
DATE

[Signature]
SUBDIVISION ADMINISTRATOR, CITY OF RICHLAND

1/2/2024
DATE

OWNER'S CERTIFICATE

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THAT THE ROAD RIGHTS-OF-WAYS AND EASEMENTS ON THE BINDING SITE PLAN ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON.

[Signature]
JON AMUNDSON, CITY MANAGER

1/2/2024
DATE

Jennifer Rogers
JENNIFER ROGERS, CITY CLERK

1/2/2024
DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON

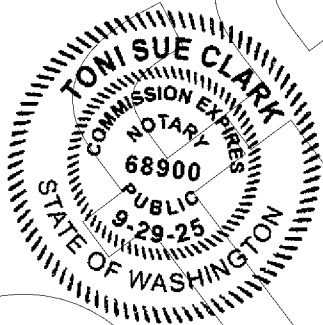
COUNTY OF BENTON

SS.

ON THIS 2nd DAY OF January, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JON AMUNDSON AND JENNIFER ROGERS, TO ME KNOWN TO BE THE CITY MANAGER AND CITY CLERK, RESPECTIVELY, OF THE CITY OF RICHLAND, WASHINGTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Toni Sue Clark
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Bennetwick
MY COMMISSION EXPIRES 09/29/2025
Toni Sue Clark
PRINT NAME



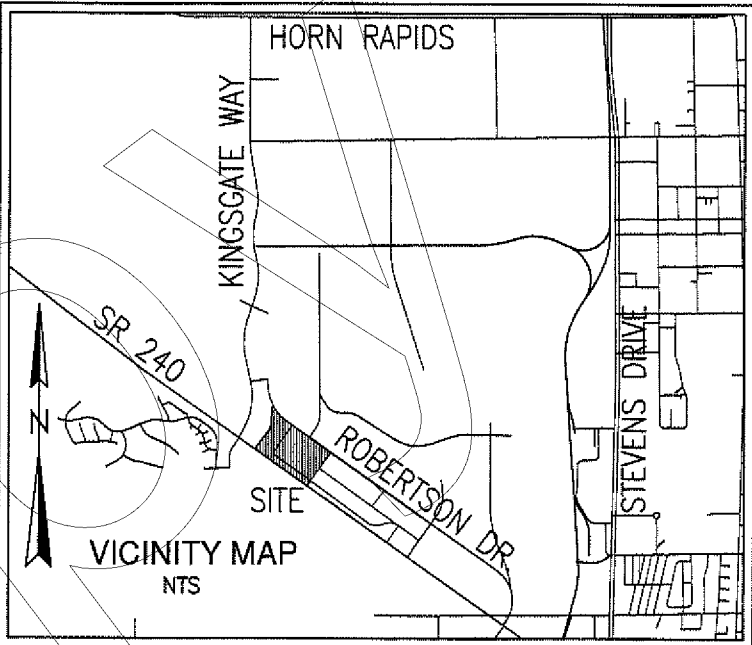
RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



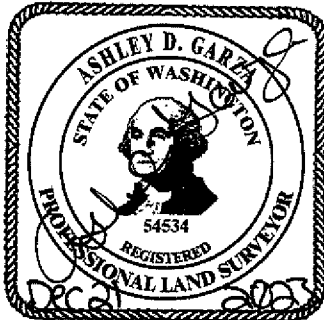
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Mamy Coabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/21/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 10/30/2023
SCALE: NONE
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 3 OF 3

Exhibit B
Form of Finder's Fee Agreement

Name of Finder: Scott Howell, Senior Advisor, SVN | Retter & Company

Name of Prospective Purchaser: HTD Holding, LLC

Effective Date: **Date**

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as 2552/2622 Henderson Loop and legally described on **Exhibit A** attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

1. In the event that within the Term the City closes the sale of the Property to Prospective Purchaser (the "Sale Transaction"), the City shall pay Finder a commission (the "Fee") of four (4%) percent of the gross purchase price, as set forth in the Purchase and Sale Agreement for the sale of the Property to Prospective Purchaser. The Fee will be paid within five (5) business days of the Closing of the Sale Transaction.
2. A Fee will be payable only with respect to the Sale Transaction provided the Sale Transaction actually closes with Prospective Purchaser with respect to the Property within six (6) months Effective Date hereof (the "Term").
3. This Agreement does not give Finder the authority to speak or act in the City's name or on its behalf, and Finder agrees that it will not make any representation binding upon the City to any third party with respect to the City, the Property, or the Sale Transaction. The City agrees that Finder has made no representation or warranty regarding whether Prospective Purchaser will, in fact, close a Sale Transaction. Finder agrees not to solicit any other prospective purchasers (other than Prospective Purchaser) without the consent of the City and to maintain the confidentiality of all materials provided by the City to Finder in connection with the Property and the engagement of Finder hereunder.
4. Any and all expenses incurred by Finder in connection with any introduction pursuant to this Agreement will be borne by Finder. The City shall pay Finder the Fee with respect to the sale of the Property to Prospective Purchaser within the Term solely as compensation for Finder's role in having introduced the City to the Prospective Purchaser for the Sale Transaction and not for any other services. The City acknowledges and agrees that Finder is not acting as a real estate broker to the City in connection with making any such introduction. Finder acknowledges and agrees that this Agreement represents a non-exclusive arrangement, and that the City may pursue other purchasers for the Property.
5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.

6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.
7. Each party represents and warrants that it has the full power and authority to execute, deliver and perform this agreement and to do any and all other things reasonably required hereunder. Each of the individuals whose signature appears below hereby represents and warrants that he or she has the actual authority to enter into this agreement on behalf of the entity on whose behalf he or she signs this agreement and does so to the fullest extent of his or her authority whether as an individual, officer, director, shareholder, partner, joint venturer, or otherwise. However, the individuals whose signature appears below acts solely in a representative capacity on behalf of the City and shall have no personal liability hereunder.
8. 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.
9. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. It may be signed in one or more counterparts.

If the foregoing correctly sets forth our agreement and understanding, please so indicate by signing below.

Dated this **day** day of **month**, **year**.

For City of Richland:

For Finder:

Amanda Wallner
Economic Development Manager

Scott Howell
Senior Advisor, SVN | Retter & Co.



HTD HOLDING LLC (PURI-T WELDING)
~ 1 ACRE PURCHASE
(10,000 SF FACILITY)

SOLD
2024

UNDER CONTRACT
\$5.50/SF

SOLD
2024

SOLD
2024

SOLD
2024

SOLD
2018

SOLD
2018

SOLD
2018

SOLD
2018

2606
HENDERSON LOOP

2590
HENDERSON LOOP

2574
HENDERSON LOOP

2558
HENDERSON LOOP

2542
HENDERSON LOOP

2526
HENDERSON LOOP

2518
HENDERSON LOOP

2510
HENDERSON LOOP

2502
HENDERSON LOOP

2622/2652
HENDERSON LOOP
\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

\$6.00/SF

HENDERSON LOOP

POLAR WAY

ROBERTSON DRIVE

SR 240

HENDERSON LOOP

MANUFACTURING LANE

LOGAN ST

ROBERTSON

PAVING RD

SR 240

N



1/15/2025

January 15, 2025

Darin Arrasmith

City of Richland

RE: Letter of Intent to Purchase 2622/2652 Henderson Loop Richland, WA 99354

The following is a Letter of Intent for Puri-T Welding & Fabrication, LLC and/or assigns at the above referenced property. The following proposed terms and conditions are the basis for a definitive sales agreement for the above referenced site. This proposal is submitted to you subject to modification or withdrawal at any time.

Buyer:	Puri-T Welding & Fabrication, LLC and/or assigns
Seller:	City of Richland
Location:	2622/2652 Henderson Loop Richland, WA 99354 45,189 SQFT
New Building:	10,000 sqft of steel built building with office and warehouse and laydown yard.
Buyer's Use:	Construction Company/Metal Fabrication
Purchase Price:	\$271,134 or \$6.00 PSQFT
Number of employees:	14
Value of Construction:	\$1.5 Million

Retter & Company

329 N Kellogg Street

Kennewick, WA 99336

P. 509.737.9429 | F. 509.737.9462

| www.svnretterandcompany.com

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1/15/2025

Laydown Yard: Laydown yard will be screened and will not be the primary use/frontage of the property.

Feasibility: 60 days

Closing: 30 days after feasibility has been waived.

Brokerage Disclosure: Scott Howell and James Wade of SVN Retter & Company represent Buyer.

Commissions: 4% of purchase price shall be paid to Buyer's Broker upon closing by the City of Richland.

Confidentiality: Except as may be required by law, all parties agree to keep confidential all information exchanged between them regarding the sale of the Property, including the terms of this Letter of Intent, and shall not disclose such information to the other parties (except for their counsel, prospective lenders, due diligence professionals and prospective investors) without each other's prior written consent.

This proposal is non-binding and is meant only as a basis upon which to negotiate a Purchase and Sale Agreement.

Any binding agreement must be evidenced by a Purchase and Sale Agreement, accepted and executed by both parties.

If this letter accurately sets forth your understanding of the basic business terms relating to our negotiation of the proposed sale, please execute and return this letter. Upon your approval, a draft of the Purchase and Sale Agreement will be written for review of all parties.

Sincerely,

Scott Howell

Retter & Company

329 N Kellogg Street

Kennewick, WA 99336

P. 509.737.9429 | F. 509.737.9462

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1/15/2025

SVN Retter & Company

329 North Kellogg

Kennewick, WA 99336

509.737.9429 office

509.379.3111 mobile

Scott.Howell@svn.com

AGREED AND ACCEPTED:

BUYER

DocuSigned by:
Jordan Dixon
B48E19ACAEB04E5...

By

1/15/2025

Date

AGREED AND ACCEPTED:

Seller:

By

Date

Retter & Company

329 N Kellogg Street

Kennewick, WA 99336

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1/15/2025

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2025-50, Authorizing an Amendment to the Consultant Agreement with Maul Foster & Alongi for an Environmental Site Assessment

Department/Office
City Manager

Ordinance/Resolution Number:
2025-50

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-50, authorizing the City Manager to sign and execute an amendment to Contract No. 475-24 with Maul Foster & Alongi as provided therein.

Summary:

The City of Richland and the Port of Benton continue to make progress on a mutually beneficial property exchange intended to re-align certain real estate ownership with each agency's economic development strengths. To that end, on August 20, 2024, Council adopted Resolution No. 2024-111, authorizing a property exchange agreement with the Port of Benton (see Richland Contract No. 361-24). On December 17, 2024, Council adopted Resolution No. 2024-169, amending the property exchange agreement to authorize a phased multi-property closing and extending the Phase II feasibility study period to April 1, 2025.

Phase I properties closed on schedule on January 7, 2025. On March 18, 2025, Council adopted Resolution No. 2025-44, authorizing a second amendment to the land exchange agreement extending the Phase II property feasibility period to and through July 1, 2025 to complete environmental due diligence on the Phase II properties. The parties will endeavor to close on or before September 1, 2025, although the contract provides for closing to occur within 90 days following the feasibility period.

The City is currently under contract with Maul Foster & Alongi (MFA) for environmental services (see Contract No. 475-24). Adoption of Resolution No. 2025-50 will amend the existing agreement with MFA to authorize a Phase 2 ESA for the Phase II properties. The new scope of work reaches an expense threshold requiring Council authorization.

The City's best interests are served by amending Contract No. 475-24 to include the creation of a Phase 2 Environmental Site Assessment. The new work is a component of the March 18, 2025 extension of the Phase II property feasibility period extension.

Staff recommends adoption of Resolution No. 2025-50.

Fiscal Impact:

The contract amendment is valued at \$168,249. Funding is from the Industrial Development Fund reserve as authorized by Ordinance No. 2025-08 (also on tonight's agenda).

Attachments:

1. Resolution No. 2025-50
2. Proposed Amendment No. 3 to Contract No. 475-24

RESOLUTION NO. 2025-50

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A THIRD AMENDMENT TO THE CONSULTANT
AGREEMENT WITH MAUL FOSTER & ALONGI, INC.**

WHEREAS, on August 20, 2024, Richland City Council adopted Resolution No. 2024-111, authorizing a property exchange agreement with the Port of Benton (*see* Richland Contract No. 361-24; the “Original Agreement”); and

WHEREAS, on November 21, 2024, per RMC 3.04.060(1), the City entered into an agreement with Maul Foster & Alongi, Inc. to create a Phase 1 Environmental Site Assessment as a component of the property exchange agreement feasibility period (*see* Richland Contract No. 475-24); and

WHEREAS, on December 17, 2024, Richland City Council adopted Resolution No. 2024-169, authorizing a phased multi-property closing and extending the Phase II feasibility study period to April 1, 2025; and

WHEREAS, Phase I properties closed on schedule on January 7, 2025; and

WHEREAS, on March 18, 2025, City Council adopted Resolution No. 2025-44, authorizing an extension to the feasibility study period for Phase II properties to and through July 1, 2025; and

WHEREAS, the completed Phase 1 Environmental Site Assessment presents a qualified opinion that a Phase 2 Environmental Site Assessment is necessary for certain properties that are proposed to transfer to the City of Richland; and

WHEREAS, the City’s best interests are served by amending Contract No. 475-24 to authorize Maui Foster & Alongi, Inc. to create a Phase 2 Environmental Site Assessment.

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 Third Amendment to Contract No. 475-24 with Maul Foster & Alongi, Inc. in a value not to exceed \$168,249 to expand the scope of work to include a Phase 2 Environmental Site Assessment.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH MAUL FOSTER & ALONGI, INC
CONTRACT NO. 475-24**

AMENDMENT NO. 3

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 475-24, related to **Camp Hanford Phase 1 Environmental Site Assessment**. The Agreement was fully executed on **11/21/2024**. The expiration date of the Agreement is **3/31/2025**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 475-24 as follows:

1. The Consultant shall provide services described in the attached **Scope of Work Exhibit to this Amendment No. 3**, which is hereby incorporated into Contract No. 475-24.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$168,249. The new contract value is now \$189,998 (\$17,749 Org. Agmt. + \$4,000 Amend. 1 + \$168,249 Amend. 3.
Note: Amend. 2 was time extension only).
3. The contract period shall: ☐ remain unchanged; ☒ extend to **9/1/2025**.
4. All other terms and conditions of the Agreement shall be and remain the same.
This Amendment may be executed electronically.

III. SIGNATURES

City:

Maul, Foster & Alongi, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



Scope of Work Exhibit Amendment 3 to Contract No. 475-24

March 18, 2025
Project No. M1051.03.002

Joe Schiessl
City of Richland
Sent via email: JSchiessl@CI.RICHLAND.WA.US

Re: Richland Innovation Center, Formerly Camp Hanford Property, Richland, Washington:
Proposal for a Subsurface Investigation

Dear Joe Schiessl:

Maul Foster & Alongi, Inc. (MFA), appreciates the opportunity to submit this proposal to conduct a Focused Investigation for the above-referenced property (the Property). The Property consists of 20 tax lots located in Richland, Washington, and encompassing approximately 54.3 acres. The tax lots correspond to the following Benton County Parcel Nos.:

123083013612001	126082BP5306012	123083013658002
123083BP5390001	126082BP5306013	123083013658003
123083BP5390002	123083BP5306002	123083013658004
123083BP5390003	123083BP5306003	123083013389001
123083BP5306006	123083BP5306004	126082013768003
123083BP5306008	123083BP5306005	123083BP5306014
123083BP5306010	123083013658001	

Scope of Work

Task 1—Project Management and Field Work Preparation

MFA will identify specific boring locations and define the field methods to guide staff during the Focused Subsurface Investigation. We will coordinate with the City of Richland and the Port of Benton for access to each location prior to field work. We will contract and coordinate with a locator, driller, and analytical laboratory for this scope of work.

Task 2—Field Investigation

Public and private utility-locating services and other information sources will be used to check for underground utilities before work begins. MFA will coordinate fieldwork to locate possible on-site utilities and other subsurface obstructions. Boring locations will be revised if needed, based on the locate results.

Up to 30 borings will be advanced to 25 feet below ground surface or first refusal (see the attached Figure for the general spread of boring locations across the Property). The borings will be drilled by a drilling contractor licensed in the state of Washington, with oversight provided by an MFA. The soil

borings will be advanced using a Geoprobe™ direct-push drilling unit. Boring locations will target areas where suspected soil and/or water impacts may remain, based on historical uses identified in the Phase I Environmental Site Assessment completed by MFA.

Soil will be field screened with a photoionization detector (to screen for volatile compounds) and a Geiger counter to screen for radionuclides. The field observations will be used to select material for one soil sample per boring.

If sufficient groundwater is observed within the depth explored, up to 12 borings will be completed as temporary monitoring wells and reconnaissance groundwater samples will be collected. Based on the monitoring well location information provided by the Port of Benton, MFA will attempt to locate, access, and collect water level measurements at the two potential existing groundwater monitoring wells on the Property. If feasible, based on well conditions and the investigation timeline, MFA will collect a groundwater sample from accessible monitoring wells after conducting the industry standard purge and water quality stabilization assessment.

All borings will be decommissioned by a licensed driller and the driller will submit a well report to the state as required by law. All investigation derived waste (IDW, i.e., soil cuttings and purge water) will be containerized in Washington Department of Transportation approved 55-gallon drums and placed in a location to be identified by the Port of Benton until disposal. Investigative activities are anticipated to take place over seven business days.

Task 3—Analytical and Quality Assurance/Quality Control

Soil samples and groundwater samples will be analyzed for the following:

- Volatile organic compounds (VOCs) by EPA method 8260C/D
- Gasoline range hydrocarbons by the Northwest Total Petroleum Hydrocarbon (NWTPH) gasoline (Gx) method
- Diesel and oil range hydrocarbons by the NWTPH diesel (Dx) method
- Semi-volatile organic compounds (SVOCs) by EPA method 8270E
- Polychlorinated biphenyl's (PCBs) by EPA method 8082/8082A
- Resource Conservation and Recovery Act metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver – typically requested by receiving facilities)

Additionally, **soil samples** will be analyzed for the following:

- Radium-226/Radium-228 by EPA method 901.1M
- Isotopic uranium by HASL 300

Additionally, **groundwater samples** will be analyzed for the following:

- Gross Alpha/Beta by EPA method 900.0
- Radium-226 by EPA method 903.1
- Radium-228 – EPA method 904.0
- Total Uranium by ASTM International method D5174

All sample analyses are estimated with a normal turnaround time, which is estimated at approximately two-weeks from the date of sample submittal, except for radionuclide samples which

will be submitted on a rush turnaround time to bring them to a two-week turnaround timeframe (five-weeks is the normal turnaround time for radionuclide analysis).

Task 4—Reporting

MFA will prepare a draft and final Focused Subsurface Investigation Report with information from this investigation.

Assumptions

In preparing the scope of work, MFA has reviewed the provided information and made the following necessary assumptions to define the services and fees:

- MFA and the drilling subcontractor will have access to each parcel included in the Property to complete borings.
- Minimal traffic control will be required and traffic control permits will not be necessary as there is relatively low traffic within the investigation area. Traffic will be controlled with the use of orange cones and caution tape, to indicate work in roadways, where necessary.
- Borings will be backfilled with bentonite clay in gravel areas and finished with quick-crete in paved areas to return boring locations to grade.

Exclusions

The following services have been excluded from the scope of work. These items can be provided at your request as a change to the scope of work and an extra fee to be negotiated.

- Investigation derived waste disposal is not included in this cost estimate but can be added for an additional cost, after the waste is characterized.
- Interaction with the Washington Department of Ecology during this investigation is not anticipated. If agency interaction, response to comments, and multiple versions of deliverables are needed due to agency oversight, additional labor effort may be needed.

Budget

The estimated cost to perform the proposed work is \$168,249 (see attached estimated budget). This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached Schedule of Charges and General Terms and Conditions. MFA may apply money from one task to another to complete the scope of work.

Schedule

MFA will begin work within two days of receiving authorization to proceed. This project will take approximately 10 weeks from initiation to delivery of the draft report. This proposal is valid for 60 days.

Attachments

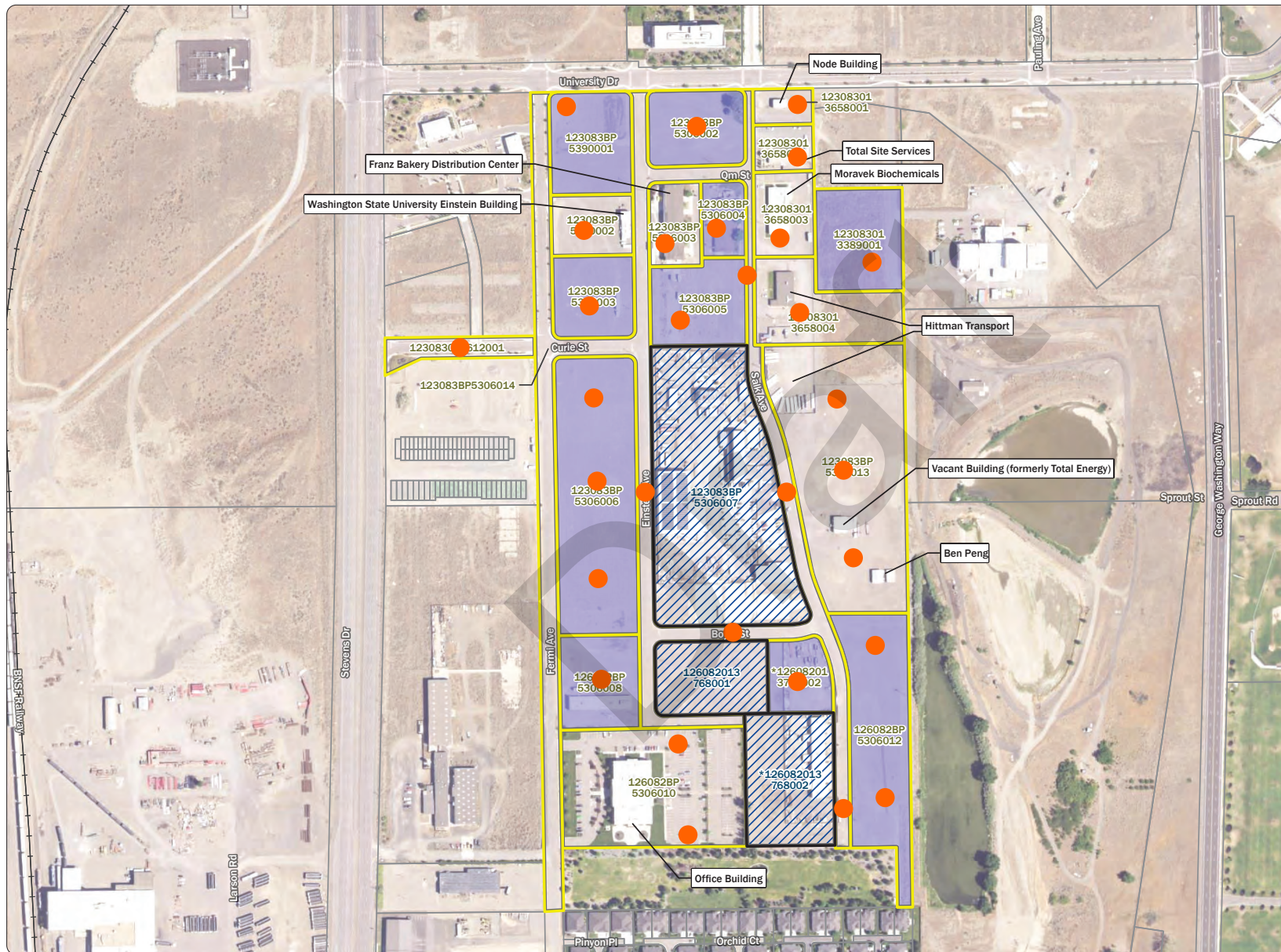
Estimated Budget Summary
Figure – Proposed Boring Locations
Schedule of Charges
General Terms and Conditions



Estimated Budget
M1051.03.002
Focused Investigation, Richland Innovation Center
City of Richland

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Project Management & Field Work Preperation	31	\$ 6,725.00	\$ -	\$ -	\$6,725
2 Complete Fieldwork	194	\$ 38,570.00	\$ 7,853.00	\$ 41,975.00	\$88,398
3 Analytical Work and QA/QC	47	\$ 9,405.00	\$ -	\$ 53,031.00	\$62,436
4 Reporting	54	\$ 10,690.00	\$ -	\$ -	\$10,690
Total Estimated Cost					\$168,249

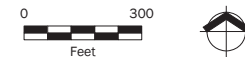
Draft



**Figure
Proposed
Boring Locations**
Richland Innovation Center
Richland, WA

- Legend**
- Property Parcel
 - Vacant Parcel
 - Parcels Excluded from Property
 - Parcel Boundaries
 - Approximate Proposed Boring Location

Notes
The property is comprised of multiple parcels, each labeled individually.
*Only the northeastern portion of parcel 126082013768002 is within the property boundary.



Data Sources
Aerial photograph (2021) obtained from U.S. Department of Agriculture; parcel data (2024) obtained from Benton County.

MAUL FOSTER ALONGI
p. 971 544 2139 | www.maulfooster.com

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Schedule of Charges

Personnel Charges

Principal	\$275 – 295/hour
Senior	\$210 – 265/hour
Project	\$180 – 215/hour
Analyst.....	\$175 – 190/hour
Staff	\$150 – 170/hour
Graphic Design	\$145 – 160/hour
Technician.....	\$140 – 160/hour
Administrative Support.....	\$115 – 135/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

Subcontractors

Charges for subcontractors will be billed at cost plus 15 percent.

Expenses

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles/mileage	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

Direct Charges

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

Rate Changes

Schedule of Charges are subject to change without notice.

General Terms and Conditions

Article 1—Agreement

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc. (“MFA”), pursuant to the attached proposal (the “Proposal”) and on behalf of MFA’s client (“CLIENT”). MFA’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

Article 2—Professional Responsibility

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA’s services, proposals, agreements, or reports contemplated by this Agreement.

Article 3—Independent Contractor Status; Legal Relationship

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms, or any other similar terms, are used in any federal, state, or local statute, regulation, order, or ordinance governing the treatment, storage, handling, and disposal of any toxic or hazardous substance or waste.

Article 4—Billing And Payment

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.
330 E Mill Plain Boulevard, Suite 405
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

Article 5—Limitation of Liability

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the “MFA Parties”) to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA’s breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA’s Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

Article 6—Indemnification

Subject to the limitation of liability above, MFA shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys’ fees, or other loss (hereafter collectively called “Loss”) arising out of (a) MFA Parties’ breach of this Agreement or (b) MFA Parties’ willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless MFA Parties from any Loss arising out of (a) CLIENT’s breach of the Agreement, or (b) CLIENT’s willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by MFA’s negligence, CLIENT shall indemnify and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

Article 7—Term of Agreement; Termination

If any Services agreed to be performed hereunder are terminated, CLIENT will pay MFA for Services performed to the date MFA receives notice of termination and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

Article 8—Time of Performance/Force Majeure

MFA makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond MFA’s control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified

services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

Article 9—Suspension of Services

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

Article 10—Changed Conditions

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

Article 11—Insurance

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation, and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

<u>Limits of Liability</u>	
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury Property Damage	\$1,000,000 each occurrence and aggregate
<u>Limits of Liability</u>	
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles) Bodily Injury Property Damage	\$1,000,000 combined single limits for each accident
D. Professional Liability:	\$1,000,000 for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

Article 12—Hazardous or Unsafe Conditions

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 10 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures, or practices of persons or entities other than the MFA Parties.

Article 13—Subsurface Obstructions

CLIENT shall provide to MFA plans which designate the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site. CLIENT shall be responsible for any damage inadvertently caused by MFA to any subsurface structure not so designated. CLIENT warrants the accuracy of any information supplied by it to MFA and understands and agrees that MFA is entitled to and may rely upon the accuracy of any and all information supplied by CLIENT without independently verifying its accuracy. MFA may assist CLIENT in obtaining locator services to help CLIENT in identifying subsurface obstructions, but CLIENT agrees to indemnify and hold MFA harmless against any Loss arising out of or connected with CLIENT's inaccurate identification of underground obstructions.

Article 14—Reporting and Disposal

CLIENT shall be solely responsible for notifying all appropriate federal, state, regional, local, or other governmental agencies of the existence of any hazardous, toxic, or dangerous materials on or in the Project Site or discovered during the performance of this Agreement. MFA may, in its sole discretion, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such notification on behalf of CLIENT shall be construed to be an agreement to make such notification on any preceding or subsequent occasions.

CLIENT shall be solely responsible for arranging and paying the costs to lawfully store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, water from well development and/or testing left on-site by MFA in connection with performing Services under this Agreement. MFA may, in its sole discretion, agree to make such arrangements on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such arrangements on behalf of CLIENT shall be construed to be an agreement to make such arrangements on any proceeding or subsequent occasions.

Article 15—Samples, Drill Cuttings and Well Water

MFA shall not be obligated to preserve soil, rock, water, and other samples obtained from the Project Site as MFA deems necessary for longer than ninety (90) days. CLIENT agrees to receive any such unused sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the ninety (90) day term.

Article 16—Right of Entry and Unavoidable Damages

CLIENT agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of

investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

Article 17—Subcontractors

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

Article 18—Ownership and Reuse of Documents

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA shall retain all ownership and property interests therein, including all common law, statutory, and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless MFA Parties from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of MFA's documents under this section. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

Article 19—No Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

Article 20—Designs and Discoveries

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

Article 21—Laws and Regulations

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of

competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

Article 22—Assignment

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

Article 23—Dispute Resolution

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively “Dispute”), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and MFA agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator’s fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Article 24—Attorneys’ Fees and Costs

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys’ fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT’s behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney’s fees, staff time at current billing rates, and reproduction expenses.

Article 25—Governing Law and Venue

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which MFA’s services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this

Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

Article 26—Severability

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

Article 27—Entire Agreement

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-51, Authorizing a Second Amendment to the Existing Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing for Year 3

Department/Office
City Manager

Ordinance/Resolution Number:
2025-51

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-51, authorizing a Second Amendment to the existing three-year agreement with Insight Public Sector for Microsoft Volume Licensing for Year 3.

Summary:

The City exclusively uses the Microsoft software suite, which allows all employees to access the software on all city-owned devices. Microsoft's volume licensing provides an easier and more affordable method to run the software on multiple computers and servers.

In March 2023, to prevent a disruption in service that would have severely impacted city operations, the City Manager, pursuant to RCW 39.34.030, and the State of Washington Master Contract No. 14922-03/NASPO Agreement #CTR060025, entered into a three-year renewal Agreement with Insight Public Sector for Microsoft Volume Licensing. Because the value of the volume licensing agreement exceeded the administrative execution authority codified in RMC 3.04.050(B), Council took the necessary action at its regular meeting on April 4, 2023 to ratify the agreement.

Since then, in Year 2, the City trued-up its licensing in the amount of \$38,228 (typical adjustments range from \$5,000 - \$40,000) and in July 2024, purchased an E3 Security Module in the amount of \$98,096 for added security features which were required to shore up the City's cyber defenses in the wake of a cyber event. This purchase was pursuant to RMC 3.04.120, which authorized the City Manager to make emergency procurement decisions during certain unforeseen or emergent circumstances (see Amendment No. 1).

In Year 3, based on recommendations from industry cybersecurity experts, staff intends to modify existing G3 licensing to G5 licensing. This modification offers more robust cybersecurity protection, advanced compliance and eDiscovery capabilities, and includes and upgrades the E3 Security module to G5 security, among other improved security components. Through removal of duplicated components from G3, which are available by default in G5, and removing underutilized professional services, the additional annual cost is \$25,483.50.

Staff recommends adoption of Resolution No. 2025-51.

Fiscal Impact:

By removing duplicative components currently found in G3, the net cost of the upgrade is \$113,103.50, reduced by the discontinuation of unified professional services in the amount of \$87,620, resulting in an additional annual cost of \$25,483.50. It is expected that this additional cost can be absorbed in the current Information Technology budget.

Attachments:

1. Resolution No. 2025-51
2. Amendment No. 2 to Contract No. 83-23

RESOLUTION NO. 2025-51

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE EXISTING
THREE-YEAR AGREEMENT WITH INSIGHT PUBLIC SECTOR
FOR MICROSOFT VOLUME LICENSING FOR YEAR 3.**

WHEREAS, the City of Richland exclusively uses the Microsoft software suite which allows all employees to access the software on all city-owned devices; and

WHEREAS, the City purchases Microsoft volume licensing which provides an easier and more affordable method of running the software on multiple computers; and

WHEREAS, the City has a current three-year agreement with Microsoft which is in the final year and will be renewed in whole in 2026 (*see* Richland Contract No. 83-23); and

WHEREAS, in July 2024, under the emergency procurement authority found in RMC 3.04.120, the City Manager authorized a first amendment to Contract No. 83-23 to add increased security components as the result of a data security event; and

WHEREAS, in the final year of the agreement, the City will modify existing volume licenses from G3 to G5 to provide more robust cybersecurity protections, advanced compliance, and eDiscovery capabilities; and

WHEREAS, the higher license level offers increased options for enterprise user management and is a primary recommendation of cybersecurity consultants utilized by the City; and

WHEREAS, through removal of duplicative services and elimination of unused professional services, no additional funds are necessary to facilitate the license adjustment beyond the current 2025 Information Technology Division budget.

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 second amendment to Contract No. 83-23 valued at \$201,273.24 for Microsoft Volume Licensing for Year 3.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

6564327

AMD000432709

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	M539 (76207909)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Richland Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Amendment to Contract Documents

Enrollment Number

76207909

AMD000432709

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Mid-Term Product Selection Form Amendment ID M539

The parties agree that the Enrollment is amended as follows:

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise	582	582	Yes	User

Step 2. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within Enrollment term.

Products	Enterprise Quantity	Quantity	Quantity	Quantity
Microsoft 365				
Microsoft 365 E3 USL				
Microsoft 365 E3 Add-on				
Microsoft 365 E5 USL				
Microsoft 365 E5 Add-on				
Office Professional Plus				
Office Professional Plus				
Microsoft 365 Apps for enterprise				
Office 365 Plans				
Office 365 Plan E1 USL				
Office 365 Plan E3 USL				
Office 365 Plan E5 USL				
Office 365 Plan E1 Add-on				
Office 365 Plan E3 Add-on				
Office 365 Plan E5 Add-on				

Products	Enterprise Quantity	Quantity	Quantity	Quantity
Office 365 Plan E3 without ProPlus Add-on				
Client Access License (CAL)				
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>	<Choose One>	<Choose One>
Core CAL or Enterprise CAL				
Bridge for Office 365				
Bridge for Enterprise Mobility Suite				
Windows Desktop				
Windows 10 Enterprise E3 and LTSC Upgrade per Device				
Windows 10 Enterprise E5 per Device SL				
Windows 10 Enterprise E3 per User SL				
Windows 10 Enterprise E3 per User Add-on SL				
Windows 10 Enterprise E5 per User SL	89			
Windows 10 Enterprise E5 per User Add-on SL				
Windows 10 Enterprise E5 per Device Add-on SL	493			
Windows VOA				
Windows VOA per User SL				
Microsoft Intune				
Microsoft Intune USL				
Enterprise Mobility + Security				
Enterprise Mobility + Security E3 USL				
Enterprise Mobility + Security E3 Add-on				
Enterprise Mobility + Security E5 USL				
Enterprise Mobility + Security E5 Add-on				

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.

Unless otherwise indicated in the associated Agreement documents, the CAL selection must be same across the Enterprise for each Profile.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M539)EnrAmend(Mid-TermProductSelectionForm)(WNJ(ENG)(Jan2025)(1 U).docx"		M539	P-LSS
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City of Richland

Quotation: 0225-City of RichlandV2-MSEA-DSG
Date: February 28, 2025
Enrollment: 76207909
Contract: CTR060025 / 14922-03

Subscription Start Date: **4/1/2025**
 Subscription End Date: **3/31/2026**

Upfront: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
MQY-00002	EMS G5 GCC SU EMS G3 Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	582	\$71.78	\$ 41,775.96
T2N-00005	O365 G5 GCC SU O365 G3 Per User	D	Non-Specific	Applications	Step Up	582	\$172.17	\$ 100,202.94
AAF-21857	Win G5 Add-on Win Enterprise Device GCC Sub	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	493	\$66.89	\$ 32,976.77
AAF-21862	Win G5 GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	89	\$114.70	\$ 10,208.30

12 Month Total: \$ 185,163.97
 \$ 16,109.27
 \$ 201,273.24



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 4 – Quality of Life

Subject:

Resolution No. 2025-52, Authorizing an Agreement with Motorola Solutions for Prosser Butte Site Radio Equipment Replacement on behalf of Benton County Emergency Services

Department/Office

Benton County Emergency Services

Ordinance/Resolution Number:

2025-52

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2025-52, authorizing the City Manager to sign and execute an agreement with Motorola Solutions, Inc. for replacement of damaged Prosser Butte Site radio equipment on behalf of Benton County Emergency Services.

Summary:

On October 9, 2024, Benton County Emergency Services (BCES) discovered significant water damage to two (2) ESS racks at the Prosser Butte radio site. The water damage was due to a significant leak that was repaired earlier by the owner of the site. Unfortunately, the damage to the BCES equipment was not discovered until channel and equipment failure occurred intermittently. The equipment is vital to supporting the radio operations of first responders in the region.

The City of Richland is the Administrative Jurisdiction for BCES, and the City's Risk & Safety Program Administrator was contacted to evaluate starting a claim with the City's risk pool, Washington Cities Insurance Authority (WCIA). The equipment was evaluated by the WCIA adjuster and an assigned engineering firm to determine if it could be refurbished. Ultimately, the equipment was determined to be non-repairable, and the claim was approved to move forward with replacement.

The equipment is being replaced with like equipment utilizing Motorola Solutions and procured using a cooperative contract (Sourcewell No. 042021-MOT CSSA v2023.05.24.). The total cost for replacement is \$646,438.00 including tax. The purchase and deductible will be funded utilizing existing 800 MHz fund balance in the BCES budget. The City's deductible is \$50,000 and the remaining \$596,438.00 will be reimbursed by WCIA.

The BCES Executive Board approved the contract and replacement costs at a board meeting on February 27, 2025.

Fiscal Impact:

Except for the \$50,000 deductible, all costs will be reimbursed through a claim with WCIA. There is no fiscal impact on the City budget or other user agencies.

Attachments:

1. Resolution No. 2025-52
2. BCES Prosser Butte Proposal

RESOLUTION NO. 2025-52

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AGREEMENT WITH MOTOROLA SOLUTIONS,
INC. FOR REPLACEMENT OF DAMAGED PROSSER BUTTE SITE
RADIO EQUIPMENT ON BEHALF OF BENTON COUNTY
EMERGENCY SERVICES.**

WHEREAS, Benton County Emergency Services (BCES) is a local organization created in 1996 pursuant to the Interlocal Cooperation Act (Ch. 39.34 RCW) and RCW 38.52.070 related to Emergency Management; and

WHEREAS, as BCES's current Administrative Jurisdiction, the City of Richland is responsible for employing staff and providing necessary support services for BCES operations; and

WHEREAS, through establishment of the Southeast Communications Center ("SECOMM"), BCES provides communication and dispatching for public safety and emergencies for jurisdictions located in incorporated and unincorporated Benton and Franklin Counties, and for any agencies subscribing to BCES for such services; and

WHEREAS, BCES monitors and supports the existing 800MHz Land Mobile Radio System that regional law enforcement personnel rely on to communicate; and

WHEREAS, in October 2024, staff discovered significant water damage to radio equipment at the Prosser Butte site; and

WHEREAS, a claim was filed with the Washington Cities Insurance Authority (WCIA), the equipment was deemed non-repairable, and the claim was approved to replace the damaged equipment; and

WHEREAS, the equipment is being replaced with like equipment utilizing Motorola Solutions, Inc. and procured through a cooperative purchasing agreement as allowed by RCW 39.04.030; and

WHEREAS, the BCES Board approved the contract and replacement of the equipment on February 27, 2025, including funding the initial cost of the equipment and services to be reimbursed by WCIA, excluding a \$50,000.00 deductible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Motorola Solutions, Inc. for replacement of the damaged Prosser Butte site radio equipment on behalf of Benton County Emergency Services.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



MOTOROLA SOLUTIONS

Proposal

City of Richland on Behalf of Benton County

Prosser Butte Site Equipment

December 3, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 West Monroe St, Ste 4400
Chicago, IL 60661

December 3, 2024

Mr. Jay Atwood
Executive Director
Benton County Emergency Services
625 Swift Blvd, MS-36
Richland, WA 99352

Subject: Prosser Butte Site Equipment

Dear Mr. Atwood,
Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Richland (on behalf of Benton County Emergency Services), hereinafter referred to as BCES, with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that addresses your needs and provides exceptional value. Specifically, this solution replaces two (2) ESS racks at the Prosser Butte 10 Channel 800MHz Subsite that are damaged by water leakage from the shelter's roof.

This proposal is subject to the enclosed Sourcewell Motorola Solutions Customer Agreement ("MCA"), together with its Exhibits and the accompanying Addendum. This proposal shall remain valid through April 30, 2025. BCES may accept the proposal by delivering to Motorola the MCA signed by the appropriate representative. Alternatively, Motorola would be pleased to address any concerns your agency may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Kevin Haight, at (208) 316-4420.

We thank you for the opportunity to furnish your agency with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roy Kyser', with a stylized, looping flourish at the end.

Roy Kyser
Area Sales Manager
Motorola Solutions, Inc.

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Section 1

System Description

After carefully reviewing your requirements for Prosser Butte radio communications, Motorola Solutions, Inc. (Motorola Solutions) has prepared this firm quote to provide the City of Richland on behalf of Benton County Emergency Services (BCES) with pricing for the requested equipment replacement.

The existing two (2) ESS racks at the Prosser Butte 10 Channel 800MHz Subsite have been damaged by water leakage from the shelter's roof. Day Wireless was called out to inspect the situation and recommended a full replacement of the two (2) ESS racks. The ESS platform is coming close to end of life. Motorola has included our new DBRM12 platform for Prosser Butte. The DBRM12 will only require one (1) rack space. Existing antennas, coax, TTA, site routers, TRAK, and DC power will be reused. No additional channels or changes from the existing ESS' functionality are included. This is a simple swap of like for like.

SOLUTION DESIGN HIGHLIGHTS

- Prosser Butte Subsite:
 - Existing antennas and coax will be reused.
 - Existing TRAK timing unit will be reused.
 - Existing Juniper site routers will be reused.
 - Existing DC power plant will be reused.
 - Existing TTA C&M will be reused
 - Power down and remove existing ESS racks.
 - Sweep existing coax and antennas for documentation.
 - Install new DBRM12 rack into place.
 - Move existing TTA CMU to DBR rack.
 - Connect existing TX1, TX2, and RX antenna jumpers to DBR rack.
 - Connect existing DC power lines to DBR rack.
 - Connect existing site routers to DBR rack.
 - Connect existing SDM alarm inputs to DBR rack.
 - Install equipment interconnect/interface cables.
 - Optimize and resolve any related issues.
 - Transport two ESS racks to Benton County for disposal.

Prosser Butte is a subsite of the existing 10 channel 800MHz Benton County simulcast cell. The Simulcast Sites provide simultaneous broadcast of the same voice or message from multiple transmitters on the same frequency. Simulcast sites provide consistent communications throughout large geographical areas, such as a large city, metropolitan area, or county.

To replace the damaged ESS racks, the Prosser Butte Site will be taken offline. When this happens the Simulcast coverage will change and diminish in the areas around Prosser Butte. Motorola will work with Day Wireless to minimize the down time. Motorola will work with BCES to ensure affected users

are notified regarding the coverage outage.

No Coverage test will be performed. An equipment Acceptance Test will be performed to ensure the operation of the new DBRM12 equipment is working correctly. DBR M12 Radio Site

Mission-critical communications is paramount to your needs and modern radio sites are a key component to delivering on that need. Available in either an open rack or cabinet configuration, the DBR M12 Radio Site integrates the key ASTRO radio site components into a single, easy to deploy unit. Built on the flexibility of modern hardware and software architectures, the DBR M12 is designed to minimize downtime, and provide ease of operation while allowing for cybersecurity updates.

The DBR M12 contains the site processors, transceivers, RF distribution systems and DC power distribution for up to 12 carriers (12 FDMA and 24 TDMA talk paths) in a single rack. Multiple racks of up to three (3) can create a site with up to 28 site repeater carriers or 30 simulcast carriers. DBR M12 sites can support up to 12 carriers per transmit antenna and up to 30 carriers per receive antenna.

The DBR M12 can support both 700 MHz and 800 MHz frequency bands. Channels from each band can be integrated into the same cabinet, sharing one antenna or be directed to separate antennas. The DBR M12 is supported on ASTRO 25 Systems starting with the A2021.x release.



1.1 Improving Uptime

The DBR M12 is designed to minimize downtime from failure, maintenance or site updates. The DBR M12 can dynamically allocate resources across available hardware, thereby improving resiliency and overall uptime. Critical functions are deployed in pairs so that a redundant component can take over functions if needed. The major hardware components of the DBR M12 are hot swappable to ensure repairs cause minimum disruptions.

The multicarrier amplifier bank amplifies all channels simultaneously from a pool of amplifier resources. Upon a Power Amplifier (PA) module failure, the remaining PA modules can continue to service the channels. And depending on the configuration and transmit power requirements, this can be with no loss in channel capacity or no more than one (1) channel lost.

1.2 Simplifying Ownership

Offering up to 12 carriers per rack, the DBR M12 can reduce the impact on space-constrained sites and ease channel expansions within the capacity of the unit. The built-in Radio Frequency Distribution System (RFDS) of multicouplers, preselectors and filters connects the DBR M12 to the receive and transmit antennas. With a narrow adjacent frequency spacing requirement of only 50 kHz, the DBR M12 offers greater flexibility than typical 150 kHz equipment, easing frequency acquisition where spectrum availability is an issue.

The DSC 8500 Site Processor provides a single point of connectivity for all of the DBR M12 components at the site. Configuration, fault management, and software upgrades are managed at the site level, rather than addressing each component individually. This provides a streamlined, intuitive user experience.

1.3 Modernizing Cybersecurity

The DBR M12 is designed to offer protection against an ever-evolving threat landscape following recommendations of the NIST Cybersecurity Framework guidelines to help identify and detect cyber-attacks, and then how to respond, prevent and recover from such events.

1.4 Key DBR M12 Components

DSC 8500 Site Processor – The site processor contains and runs the software used throughout the radio site, including the site controller and base radios. Connections to the base radio transceivers and PAs are provided via the integrated IP switch which has additional capacity for connecting external RF equipment at the site such as conventional stations. The site processor can be optionally equipped with integrated redundant GPS references for the ability to maintain timing for a minimum of four (4) hours without a GNSS signal. The optional rubidium module is included for extended holdover time of 72 hours.

Multicarrier Amplifier Bank – The DBR M12 pools PA resources into a multicarrier amplifier bank. PA resources within this bank can be sized to provide ample power for the active carriers as well as additional capacity to cover for a PA failure in many channel configurations. The bank dynamically amplifies all channels simultaneously. The multicarrier amplifier bank eliminates the need for traditional cavity combiners. The overall result is a small and power efficient system, resilient to failure without the need for periodic combiner tuning.

DC Power System – The DBR M12 offers integrated DC power as standard (+/- 48 VDC) throughout. Designed to be powered by a site DC power system, the DBR M12 rack includes multiple breakers to distribute power to the various components, ensuring a single breaker trip won't disable the entire site.

Section 2

Equipment List

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0338A	7/800 DBR M12 MULTI-CARRIER SITE
1	CA03875AA	ADD: DBR M12 PRIMARY RACK
1	CA03908AA	ADD: FACTORY TEST REPORT
5	CA03887AA	ADD: ANTENNA 1 CHANNELS
2	CA03894AA	ADD: INTEGRATED GNSS TIMING REFERENCE
5	CA03888AA	ADD: ANTENNA 2 CHANNELS
6	CA03891AA	ADD: 800 MHZ POWER AMPLIFIER
1	CA03905AA	ADD: 7.0 FOOT OPEN RACK
1	CA03872AA	ADD: SYSTEM RELEASE A2022.X
1	CA04070AA	ADD: REPLACING EXISTING SITE
1	CA03882AA	ADD: 800 MHZ TX ANTENNA 2 FILTER
1	CA03899AA	ADD: RMC EXPANSION PRE-WIRE
1	CA03879AA	ADD: 800 MHZ TX ANTENNA 1 FILTER
2	UA00866AA	ADD: SIMULCAST SUB-SITE CONTROLLER SW
10	UA00868AA	ADD: SIMULCAST SUB-SITE BR SOFTWARE
25	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50
25	DSEC150HF	COAXIAL CABLE, 1/4" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS716M50B14X	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC1-50-HF
2	DSNM50B14X	CONNECTOR, N MALE INTERFACE FOR EC1-50-HF
25	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
25	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50

Section 3

Statement of Work

Motorola is proposing to the City of Richland on behalf of Benton County Emergency Services (BCES) the installation and configuration of the replacement of the damaged equipment at the Prosser Butte Simulcast RF Site as described in the System Description Section of this proposal.

The document delineates the general responsibilities between Motorola and BCES as agreed to by contract.

Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with BCES.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide BCES with the appropriate system interconnect specifications.
- Perform the Acceptance Test Procedures and share the results with BCES.
- Receive Final Acceptance from BCES.

BCES Responsibilities

BCES will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for BCES include the following:

- Provide equipment shelter improvements required for system installation per the R56 Installation Requirements.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections.
- BCES will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all BCES vendors or other contractors.
- Grant Final System Acceptance upon the successful passing of the ATP tests.

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- The shelter leakage fix and site improvements or modifications are the responsibility of BCES.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of BCES.
- Any required system interconnections not specifically outlined here will be provided by BCES. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the BCES system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 4

Acceptance Test Plan

Section 5

Site Acceptance Test

This Section describes any general procedures that are used throughout the SAT.

5.1 Test Procedure Format

Each Functional Test Procedure consists of 4 basic components:

REQUIREMENT REFERENCE: Contract Requirements addressed by each Test Procedure are listed at the Top of the Test. There references to Requirements are provided where a test either partially or fully demonstrates compliance with the Requirement.

DESCRIPTION: It is not envisaged that all customers will have a complete understanding of all features and functions tested. A description of the feature / function under test is therefore given. This ensures both customers and test engineers have a clear understanding of the feature / function prior to commencing the test.

SET UP: The Set Up lists the specific components (e.g., MSs, Dispatchers) required to perform the test and may include the required settings to begin the test, (e.g., talkgroup selection). System level settings are given only where they differ from the default value.

TEST PROCEDURE: The test procedure gives a step-by-step guide through the test. This procedure is designed for engineers who are familiar with the system, although in most cases a test engineer / customer (with little system knowledge) could follow the test procedure

Exit Conditions: Are given where it is essential for elements to be returned to the original state before progressing to the next test.

5.2 System Inspections

Before testing begins, the system and its documentation are examined to ensure that the system is complete and ready for testing.

Equipment Check List: Verify each component is present, and the following aspects are satisfactory:

ASPECT	VISUAL INSPECTION	COMMENT
Ground	All ground cabling is present and intact.	
Hazardous Voltages	There are no exposed hazardous voltages.	
Cabling	All cabling is secure and neat.	
Security	The equipment is securely fixed to rack cabinets.	
Indicators	All indicators are operating correctly.	
Labels	All labels are present and correct.	
Faults	No fault or alarm indications active.	

Documentation: Verify that the product documentation is available. Supporting documentation is listed in Section 3, Referenced Documentation. Individual product manuals are provided with the equipment.

5.3 Wide Area Trunking - FDMA Only Sites

5.3.1 Continuous Assignment Updating

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the talkgroup call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

SET UP

RADIO-1 - TG1

RADIO-2 - TG1

RADIO-3 - TG1

TEST PROCEDURE

Turn OFF RADIO-1.

Initiate a Talkgroup Call using RADIO-2 and verify RADIO-3 hears the audio.

While the Talkgroup Call is in progress, turn ON RADIO-1.

Observe RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.

End the talkgroup call.

Switch RADIO-1 to another talkgroup.

Initiate a Talkgroup Call from RADIO-2 to RADIO-3.

While the Talkgroup Call is in progress, set RADIO-1 back to TG1.

Observe that RADIO-1 joins the Talkgroup Call already in progress.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.3.2 System Wide Call - FDMA Only Sites

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

Active talkgroup call transmissions initiated by radio users will be terminated by a console system wide call. Radios will hear audio from console system wide call.

SET UP

RADIO-1 - SITE 1 - TALKGROUP 1
RADIO-2 - SITE 2 - TALKGROUP 1
RADIO-3 - SITE 1 - TALKGROUP 2
RADIO-4 - SITE 2 - TALKGROUP 2

Configure an MCC 7500 console position for System Wide Call operation.

TALKGROUP 1 and 2 should be in FDMA mode by either only allowing FDMA channel resources at SITE 1 and SITE 2 or by configuring TALKGROUP 1 and 2 to be FDMA-only.

TEST PROCEDURE

Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.

Initiate a Wide Area Call with RADIO-4 in TALKGROUP 2.

Observe that RADIO-2 will be able to hear the audio of RADIO-1 and that RADIO-3 will be able to hear the audio of RADIO-4.

Unlock the system wide transmit capability by pressing the safety switch (scissor icon).

Within 5 seconds, press the system wide instant transmit button on the system wide talkgroup window.

Observe that the audio from RADIO-1 is no longer heard on RADIO-2 and the audio from RADIO-4 is no longer heard on RADIO-3 and that audio from the console transmit is now heard at RADIO-2 and RADIO-3.

Dekey RADIO-1.

Observe that audio from the console transmit is now heard at RADIO-1.

Dekey RADIO-4.

Observe that audio from the console transmit is now heard at RADIO-4.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.3.3 Talkgroup Call

REQUIREMENT REFERENCES

The following Contract Requirements are addressed by this Test:

DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SET UP

RADIO-1 - SITE1 - TG1
RADIO-2 - SITE2 - TG1
RADIO-3 - SITE1 - TG2
RADIO-4 - SITE2 - TG2

TEST PROCEDURE

Initiate a Wide Area Call with RADIO-1 in TG1.

Observe that only RADIO-2 will be able to monitor and respond to the call.

Initiate a Wide Area Call with RADIO-3 in TG2.

Observe that only RADIO-4 will be able to monitor and respond the call.

Comments:

Test Passed: Yes / No

Tested By:

Witnessed By:

Title:

Title:

Date:

Date:

5.4 Sign-off

The Site Acceptance Tests are completed in accordance with the SAT Procedure Document and the requirements of the contract.

CONTACT:	NAME:	DATE:	SIGNATURE:
Witness1:			
Witness2:			
Witness3:			
Motorola Solutions Project Manager:			
Motorola Solutions System Engineer:			
Motorola Solutions Field Technical Representative:			
Tested by:			
Test Engineer:			

Section 6

Service/Warranty

The existing equipment at Prosser Butte is under maintenance agreement. This existing contract will cover the replacement equipment proposed in this proposal.

Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to replace the damaged equipment at the Prosser Butte Site.

Equipment and Installation

Description	Price (\$)
Equipment (Sourcewell Discounts applied)	\$489,377
Implementation Services	\$108,623
Total System (including 8.1% sales tax of \$48,438)	\$646,438

7.1 Payment Terms

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

Motorola Solutions will use the following major milestones of the project for financial billing:

1. 25% of the Contract Price due upon Contract Execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Section 8

Contractual Documentation

The Contractual Documentation is included on the page that follows.

Sourcewell Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Richland on behalf of Benton County
Emergency Services ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated 12.03.2024

C-2 "Pricing Summary & Equipment List" dated 12.03.2024

C-3 "Implementation Statement of Work" dated 12.03.2024

C-4 "Acceptance Test Plan" or "ATP" dated 12.03.2024

C-5 "Performance Schedule" dated 12.03.2024

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$598,000.00, which includes the Sourcewell administrative fee. Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 4, 2021. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: City of Richland on behalf of Benton County Emergency Services

Address: 651 Truman Avenue, Richland, Washington 99352-9104

Phone: 509-628-2600

E-INVOICE. To receive invoices via email:

Customer Account Number: 1012840014

Customer Accounts Payable Email: accountspayable@ci.richland.wa.us

Customer CC(optional) Email: j.atwood@bces.wa.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Benton County Emergency Services

Address: 651 Truman Avenue, Richland, Washington 99352-9104

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Benton County Emergency Services
Address: 651 Truman Avenue, Richland, Washington 99352-9104
Phone: 509-628-2600

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly

execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal

theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 **DATA AND FEEDBACK.**

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is

required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC

or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a

representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By:  _____

Name: Roy Kyser _____

Title: Area Sales Manager _____

Date: February 11, 2025 _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Richland on behalf of Benton County ("Licensee").
Emergency Services

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Board of Adjustment: Douglas McKinley, Sr.

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Douglas McKinley, Sr. to Position No. 4 on the Board of Adjustment.

Summary:

The term for Position No. 4 on the Board of Adjustment will expire on March 31, 2025. Two (2) applications were received during the recent recruitment effort. Chair Raffa, Vice-Chair VanHoff, and Staff Liaison Stevens interviewed both applicants and recommend the following appointment:

Position No. 4 - Douglas McKinley, Sr.

The term for Position No. 4 is five (5) years, effective April 1, 2025 through March 31, 2030.

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

Fiscal Impact: None.

Attachments:

I. Board of Adjustment Appointment Recommendation Memo

CITY OF RICHLAND
DEVELOPMENT SERVICES

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



MEMORANDUM

TO: Richland City Clerk

FROM: Carly Kirkpatrick, Administrative Assistant II

DATE: March 11, 2025

SUBJECT: Board of Adjustment Vacancy

The term for Position four (4) expires on March 31, 2025. Two (2) applications were received and reviewed during the most recent recruitment period

Interviews were conducted on March 10, 2025, by Chair Raffa, Vice-Chair VanHoff, and Planning Manager Stevens. The following recommendation was made:

Position #4: Douglas McKinley, Sr.

The term for Board of Adjustment Position No. 4 will be effective April 1, 2025, and expires on March 31, 2030.

If you have any questions, please feel free to contact me.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Code Enforcement Board: Jenna Coddington and Jon Davidson

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Jenna Coddington to Position No. 4 and appoint Jon Davidson to Position No. 5 on the Code Enforcement Board.

Summary:

The terms for Position Nos. 4 and 5 on the Code Enforcement Board (CEB) will expire on March 31, 2025. During the recruitment period, three (3) applications were received, including one from current member Jenna Coddington. Council Liaison Maier, Chair White, and Staff Liaison Mutrux reviewed all applications, interviewed two (2) candidates, and recommend the following appointments:

Position No. 4 - Jenna Coddington

Position No. 5 - Jon Davidson

The terms for Position Nos. 4 and 5 are two (2) years, effective April 1, 2025 through March 31, 2027.

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

Fiscal Impact: None.

Attachments:

I. Code Enforcement Board Appointment Recommendation Memo



**CITY OF RICHLAND
POLICE DEPARTMENT**
871 George Washington Way
Richland, WA 99352
(509) 942-7340



MEMORANDUM

TO: City Council

FROM: Nick Mutrux, Code Enforcement Board Staff Liaison

DATE: March 11, 2025

SUBJECT: Code Enforcement Board Vacancy Recommendation

A total of three application packets were received as a result of advertising for the two (2) vacant positions. One applicant was Jenna Coddington, who is a current Board Member. Based on her past performance, she was not interviewed. Two applicants responded to interview requests.

On Friday, February 21, 2025, Staff Liaison Nick Mutrux, Code Officer Stephanie Dorko, and Councilmember Kurt Maier interviewed candidate Linda Johnson. Interview procedures were followed, and no conflicts of interest were identified.

On Friday March 7, 2025, Staff Liaison Nick Mutrux, Code Officer Stephanie Dorko, and Professional Staff Manager Cristi Carper interviewed candidate Jon Davidson. Interview procedures were followed, and no conflicts of interest were identified.

Based on the interviews conducted on February 21, 2025 and March 7, 2025, we recommend Mr. Davidson be appointed to fill position #5 and Mrs. Coddington be appointed to fill position #4. Councilmember Maier was forwarded the applications and our recommendations.

The term for Code Enforcement Board positions #4 and #5 will be for two years from April 1, 2025 through March 31, 2027.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Parks & Recreation Commission: Patti Jones, Carl Thompson, Sawyer Kreis, and Sriyan Thallapally

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Patti Jones to Position No. 3, Carl Thompson to Position No. 6, Sawyer Kreis to Position No. 8, and Sriyan Thallapally to Position No. 9 on the Parks & Recreation Commission.

Summary:

The terms for Position Nos. 3, 6, 8, and 9 on the Parks & Recreation Commission will expire on March 31, 2025.

During the recruitment period, ten (10) applications were received, including one from current Youth Member Gubba. Council Liaison Kent, Chair Mason, Vice Chair Gutierrez, and Staff Liaison Waite reviewed all application packets, interviewed seven (7) candidates, and recommend the following appointments:

Position No. 3 - Patti Jones

Position No. 6 - Carl Thompson

Youth Position No. 8 - Sawyer Kreis

Youth Position No. 9 - Sriyan Thallapally

The terms for Position Nos. 3 and 6 are three (3) years, effective April 1, 2025 through March 31, 2028.

The terms for Position Nos. 8 and 9 (youth positions) are one (1) year, effective April 1, 2025 through March 31, 2026.

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 18, 2025

SUBJECT: Parks and Recreation Commission Positions 4, 5, and Positions 8, 9
(Youth) Interview Results

The terms for Positions Nos. 3 and 6 and Youth Positions Nos. 8 and 9 on the Parks and Recreation Commission expire on March 31, 2025.

Interviews were conducted on March 10, 2025, and March 17, 2025, by Mayor Pro Tem Kent, Chair Mason, Vice Chair Gutierrez, and Director Waite to fill these positions. Applicants were interviewed, and the following recommendations have been made:

- **Position No. 3:** Patti Jones
- **Position No. 6:** Carl Thompson
- **Youth Positions No. 8 & 9:** Sawyer Kreis and Sriyan Thallapally

The terms for all positions will be effective April 1, 2025; Positions Nos. 3 and 6 are three-year terms.
Youth Positions Nos. 8 and 9 will expire in one year on March 31, 2026.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Planning Commission: Shane Leonard

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Shane Leonard to Position No. 3 on the Planning Commission.

Summary:

The term for Position No. 3 on the Planning Commission will expire on March 31, 2025. During the recruitment period, three (3) applications were received.

Council Liaison VanDyke, Chair Richardson, and Staff Liaison Stevens reviewed all applications, interviewed all three (3) candidates, and recommend the following appointment:

Position No. 3 - Shane Leonard

The term for Position No. 3 is four (4) years, effective April 1, 2025 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: Richland City Clerk

FROM: Carly Kirkpatrick, Administrative Assistant II

DATE: March 18, 2025

SUBJECT: Planning Commission Vacancy

The term for Position three (3) expires on March 31, 2025. A total of three (3) applications were received and reviewed during the most recent recruitment period.

On March 17, 2025, Chair Richardson, Councilmember VanDyke and Staff Liaison Stevens interviewed three (3) applicants and made the following recommendation:

Position #3: Shane Leonard

If you have any questions, please feel free to contact me.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/1/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2025-08, Amending the 2025 Budget in Various City Funds (First Reading)

Department/Office
Finance

Ordinance/Resolution Number:
2025-08

Document Type:
Ordinance

Recommended Motion:

Give first reading to Ordinance No. 2025-08, amending the 2025 Budget as identified therein.

Summary: Ordinance No. 2025-08 will address several budget adjustments occurring in various funds as follows:

- Resolution No. 2024-119 authorized the acceptance of a grant of up to \$10,000 from the Washington Traffic Safety Commission (WTSC) for the purchase of traffic safety law enforcement equipment. Upon award of the grant, WTSC awarded additional funds of \$6,325 for a total amount of \$16,325.
- Resolution No. 2025-35 authorized the City Manager to sign and execute a memorandum of understanding with the Seattle Police Department for the purchase of forensic hardware, software, and training for use in Internet Crimes Against Children (ICAC) Task Force investigations. Additional appropriations in the amount of \$91,325 are needed in the General Fund to authorize the spending of these law enforcement grants.
- Resolution No. 2024-169 authorized a phased, multi-property land exchange between the City of Richland and the Port of Benton, of which Phase I properties closed on January 7, 2025. Additional environmental testing is desired before closing on Phase II properties, which is estimated to cost \$168,249 from the Industrial Development Fund.
- Additional General Fund appropriations in the amount of \$300,000 are required to temporarily loan funds to the Richland Housing Authority to resolve outstanding federal loan obligations and complete winding down by divesting of the remaining assets.
- The 2023 Budget included a capital improvement project to construct an outdoor space at the Richland Public Library, which has been carried forward to the current year. Inflationary factors and higher than anticipated bids have resulted in the need to reengineer the project and seek additional funds in the amount of \$118,157. The Park Reserve Fund has adequate reserves to pay for the additional costs, which will be transferred from the Parks Reserve Fund to the Park Project Construction Fund.
- Council previously authorized the acceptance of several grants for transportation as follows; \$1,307,000 federal grant for pavement preservation on South George Washington Way from Columbia Point to Bradley; \$850,000 State Transportation Improvement Board (TIB) grant for sidewalk improvement on George Washington Way from Comstock to Bradley; \$1,024,000 federal grant for pavement preservation on South George Washington Way from Bradley to Guyer; \$306,201 State TIB grant for Queensgate and Duportail intersection improvements; and \$633,232 State TIB grant for Duportail and Kennedy intersection improvements. Additional appropriations in the amount of \$4,120,433 are needed in the Streets Capital Construction Fund to authorize spending of these grant awards.

Under state law, a public hearing is required when existing unappropriated fund balances are used to increase appropriations. A duly noticed public hearing will be held on April 1, 2025 to take public testimony on this budget amendment.

Staff recommend approval of Ordinance No. 2025-08 for first reading.

Fiscal Impact: General Fund appropriations will increase by \$391,325, of which \$91,325 is supported by new revenues and \$300,000 is from unappropriated fund balance. Industrial Development Fund appropriations will increase by \$168,249 from unappropriated fund balance. Park Reserve Fund appropriations will increase by \$118,157 from unappropriated fund balance. Park Project Construction Fund appropriations will increase by \$118,157 from new revenue as a transfer from the Park Reserve Fund. Streets Capital Construction Fund appropriations will increase by \$4,120,433 from new revenues. Total city-wide appropriations will increase by \$4,916,321, of which \$4,329,915 will be funded with new revenues and transfers, and \$586,406 funded from unappropriated fund balance.

Attachments:

I. Ordinance No. 2025-08

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2025 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, INDUSTRIAL DEVELOPMENT FUND, PARK RESERVE FUND, STREETS CAPITAL CONSTRUCTION FUND AND PARK PROJECT CONSTRUCTION FUND AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND, INDUSTRIAL DEVELOPMENT FUND AND PARK RESERVE FUND.

WHEREAS, on November 19, 2024, Richland City Council approved Ordinance No. 2024-37 adopting the 2025 Budget; and

WHEREAS, this Ordinance No. 2025-08 will address several budget adjustments occurring in various funds; and

WHEREAS, Resolution No. 2024-119 authorized the acceptance of a grant of up to \$10,000 from the Washington Traffic Safety Commission (WTSC) for the purchase of traffic safety law enforcement equipment; and

WHEREAS, upon award of the grant, WTSC awarded additional funds of \$6,325 for a total amount of \$16,325; and

WHEREAS, Resolution No. 2025-35 authorized the City Manager to sign and execute a memorandum of understanding with the Seattle Police Department for the purchase of forensic hardware, software, and training for use in Internet Crimes Against Children (ICAC) Task Force investigations; and

WHEREAS, additional appropriations in the amount of \$91,325 are needed in the General Fund to authorize the spending of the above grants; and

WHEREAS, Resolution No. 2024-169 authorized a phased, multi-property land exchange between the City of Richland and the Port of Benton; and

WHEREAS, Phase I properties closed on January 7, 2025; and

WHEREAS, additional environmental testing is desired before closing on Phase II properties, which is estimated to cost \$168,249 from the Industrial Development Fund; and

WHEREAS, additional General Fund appropriations in the amount of \$300,000 are required to temporarily loan funds to the Richland Housing Authority to resolve outstanding federal loan obligations and complete winding down by divesting of the remaining assets; and

WHEREAS, the 2023 Budget included a capital improvement project to construct an outdoor space at the Richland Public Library, which has been carried forward to the current year; and

WHEREAS, inflationary factors and higher than anticipated bids have resulted in the need to reengineer the project and seek additional funds in the amount of \$118,157; and

WHEREAS, the Park Reserve Fund has adequate reserves to pay for the additional costs, which will be transferred from the Parks Reserve Fund to the Park Project Construction Fund; and

WHEREAS, Council previously authorized the acceptance of several grants for transportation as follows; \$1,307,000 federal grant for pavement preservation on South George Washington Way from Columbia Point to Bradley; \$850,000 State Transportation Improvement Board (TIB) grant for sidewalk improvement on George Washington Way from Comstock to Bradley; \$1,024,000 federal grant for pavement preservation on South George Washington Way from Bradley to Guyer; \$306,201 State TIB grant for Queensgate and Duportail intersection improvements; and \$633,232 State TIB grant for Duportail and Kennedy intersection improvements; and

WHEREAS, additional appropriations in the amount of \$4,120,433 are needed in the Streets Capital Construction Fund to authorize spending of the grant awards; and

WHEREAS, no funds were appropriated in the General Fund, Industrial Development Fund, Park Reserve Fund, Streets Capital Construction Fund or Park Project Construction Fund for the purposes identified herein; and

WHEREAS, sufficient unappropriated funds are available in the General Fund, Industrial Development Fund and Park Reserve Fund to support the required budget adjustments; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on April 1, 2025 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. The City Manager is authorized to receive additional grant funds from the Washington Traffic Safety Commission in the amount of \$6,325.

Section 2. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2025 Budget was approved.

Section 3. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Industrial Development Fund, and Park Reserve Fund.

Section 4. Amendment of the 2025 Budget. The 2025 Budget is hereby amended to provide additional appropriations in the General Fund, Industrial Development Fund, Park Reserve Fund,

Streets Capital Construction Fund and Park Project Construction Fund from unappropriated fund balance and grants identified herein as follows:

General Fund

Current Appropriation: \$ 82,842,676
Increase in Appropriation: \$ 391,325
Amended Appropriation: \$ 83,234,001

Industrial Development Fund

Current Appropriation: \$ 6,401,326
Increase in Appropriation: \$ 168,249
Amended Appropriation: \$ 6,569,575

Park Reserve Fund

Current Appropriation: \$ 251,544
Increase in Appropriation: \$ 118,157
Amended Appropriation: \$ 369,701

Streets Capital Construction Fund

Current Appropriation: \$ 23,279,988
Increase in Appropriation: \$ 4,120,433
Amended Appropriation: \$ 27,400,421

Park Project Construction Fund

Current Appropriation: \$ 1,852,000
Increase in Appropriation: \$ 118,157
Amended Appropriation: \$ 1,970,157

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 _____, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____