



Agenda
City Council Regular Meeting
Tuesday, July 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. Introduction of Basic Law Enforcement Academy Class No. 913 Graduates and Exceptional Entry Hire:
Camryn Dezember, Jeffrey Luce, Breckan McDaid, Titan Ramberg, and Sean Finkbeiner
 - Marty Pilcher, Chief of Police
2. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

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

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:

3. Approval of the June 17, 2025 City Council Regular Meeting Minutes and the June 24, 2025 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

4. Ordinance No. 2025-18, Amending Richland Municipal Code Section 9.24.070 related to Purchase, Possession, or Consumption by Minors
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

5. Resolution No. 2025-81, Authorizing an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities
 - Jon Amundson, City Manager
6. Resolution No. 2025-96, Authorizing Change Order No. 2 to Contract No. 451-24 with Sharpe & Preszler Construction Company, Inc. for the Meadows Drive South Water Service Replacement Project
 - Carlo D'Alessandro, Public Works Director
7. Resolution No. 2025-97, Authorizing a First Amendment to the Lease Agreement with The Friends of the Richland Library
 - Chris Waite, Parks & Public Facilities Director
8. Resolution No. 2025-98, Authorizing a Services Agreement with ABM Industry Groups, LLC for Janitorial Services
 - Chris Waite, Parks & Public Facilities Director

Items - Approval:

9. Reappointment to the Richland Public Facilities District Board: Mr. Charles (Ted) Miller
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

None.

Items of Business:

10. Resolution No. 2025-99, Authorizing a Lateral Incentive Program for Richland Fire & Emergency Services
 - Randy Aust, Deputy Fire Chief
11. Resolution No. 2025-100, Authorizing a Lateral Incentive Program for the Richland Police Department
 - Marty Pilcher, Chief of Police

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.



MINUTES
Richland City Council Regular Meeting
Tuesday, June 17, 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	Absent
Councilmember Jones	Present
Councilmember Lukson	Present (Remote via Zoom)
Councilmember Maier	Present
Councilmember VanDyke	Absent
Councilmember Whitten	Present

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO EXCUSE MAYOR PRO TEM KENT AND COUNCILMEMBER VANDYKE. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Pilcher, Finance Director Allen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, and City Clerk Rogers.

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 MAIER SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Presentations

None.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedure.

The following individuals provided public comments:

- Ralph Kern, a Richland resident, requested increased City recognition for the annual Sign Fracture Care training conference held each September in Richland, which attracts approximately 100 surgeons from around the world. Mr. Kern suggested the City consider displaying welcoming messages on reader boards and the possibility of issuing a proclamation or other form of official recognition for the event.
- Marie Noorani, a Richland resident, raised ethical concerns regarding a councilmember's admission of voting against their own personal judgment due to a prior promise made to an individual. She stated this violated public trust and asserted the councilmember should have recused themselves. Ms. Noorani criticized Council's lack of response to her requests for clarification on referring the matter to the Ethics and Administration Committee. Ms. Noorani emphasized her concerns are about Council accountability and adherence to ethical obligations, not personal grievances or policy disagreements.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Minutes

1. Approval of the June 3, 2025 City Council Regular Meeting Minutes

Ordinances - First Reading

2. Ordinance No. 2025-18, Amending Richland Municipal Code Section 9.24.070 related to Purchase, Possession, or Consumption by Minors

Ordinances - Second Reading & Passage

3. Ordinance No. 2025-17, Amending the 2025 Budget to Include the 2024 Budget Carryovers

Resolutions - Adoption

4. Resolution No. 2025-93, Awarding a Construction Contract to Apollo, Inc. for Phase 2B – Landfill Development of the Horn Rapids Landfill Expansion – Phase 2 Project
5. Resolution No. 2025-94, Authorizing an Agreement with the Tri-Cities Visitor and Convention Bureau (Visit Tri-Cities) for the Promotion of Tourism for Calendar Years 2026- 2030

Items - Approval

6. Appointment to the Planning Commission: Kaysey Anderson

Expenditures - Approval

7. Expenditures from May 1, 2025 to May 31, 2025 for \$43,853,486.32 including Travel Checks Nos. 20772-20792, Accounts Payable Check Nos. 335370-336778, Accounts Payable Wire Nos. 10554-10589, Payroll Wires & ACH Nos. 14707-14771, Payroll Check Nos. 2375599-237605, and Payroll Direct Deposits Nos. 251270001558-251490003106

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON, MAIER AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Items of Business

8. Resolution No. 2025-95, Authorizing Change Order No. 1 to Phase 2A – Early Earthworks of the Horn Rapids Landfill Expansion – Phase 2 Project

Public Works Director D'Alessandro provided an overview of Change Order No. 1 to Contract No. 33-25 with Apollo Inc. in the amount of \$1,292,117.06, which would authorize the excavation and construction of the new leachate pond, including installing new landfill boundary fencing. The Change Order authority is also increased from \$272,521.77 to an aggregate value of \$330,958.62 to provide sufficient additional change order capacity to cover incidental changes and ensure the efficient execution of the Project.

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

Following the presentation, Council engaged in a question-and-answer session with Public Works Director D'Alessandro.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-95, AUTHORIZING CHANGE ORDER NO. 1 TO PHASE 2A - EARLY EARTHWORKS OF THE HORN RAPIDS LANDFILL EXPANSION - PHASE 2 PROJECT. THOSE IN FAVOR: MAYOR RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON, MAIER AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

9. Columbia Point Golf Course Lease Agreement (Discussion Only)

Parks & Public Facilities Director Waite provided a comprehensive overview of Columbia Point Golf Course's history, current operations, and a proposed transition from a management agreement to a long-term lease structure. He described the course's redevelopment during the 1990s, which was funded through a \$7 million revenue bond. The facility features an 18-hole golf course, a driving range, and a clubhouse that includes a retail shop and café.

Parks & Public Facilities Director Waite explained that the current management agreement with Richland Golf LLC (doing business as CourseCo Inc.) is set to expire at the end of 2025, and that CourseCo Inc. is requesting the City consider transitioning the agreement to a long-term lease, similar to the Horn Rapids Off-Road Vehicle (ORV) Park agreement. The proposal was reviewed preliminarily by the Parks and Recreation Commission. Key objectives of the proposed lease include maintaining or improving service quality, preserving affordability and accessibility for the public, and ensuring financial sustainability. The lease would also address remaining debt service obligations, establish a capital reserve for future improvements, and support ongoing investments in the facility. The proposed lease term is twenty (20) years, with two (2) optional five-year extensions.

Following Parks & Public Facilities Director Waite's presentation, Michael Sharp, President & CEO of CourseCo Inc., provided an operational update. He highlighted recent capital improvements, environmental initiatives, and community engagement efforts. Mr. Sharp noted partnerships with local organizations, educational programs for students, and multiple national awards received for environmental excellence.

Following both presentations, Council engaged in a question-and-answer session with Parks & Public Facilities Director Waite and Mr. Sharp.

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

Reports and Comments

City Manager

City Manager Amundson reviewed the two (2) discussion items scheduled for the June 24, 2025, City Council Workshop meeting: Fire and Emergency Services Comprehensive Plan Service Levels and False Alarm Coordinates. He explained that portions of prior

Council recommendations related to False Alarms were found to conflict with state law and staff will present revised proposals for future Council consideration.

City Manager Amundson also reported that Richland received the Government Finance Officers Association's Triple Crown Award for Financial Excellence for Fiscal Year 2023.

The City of Richland is the only city in Eastern Washington to receive this distinguished honor, and one of only five municipalities statewide recognized. City Manager Amundson concluded by thanking Finance Director Allen and his team for their exemplary work.

City Council

Councilmember Lukson congratulated Finance Director Allen and his team for receiving the Triple Crown Award. He then expressed caution regarding the proposed Columbia Point Golf Course lease proposal, emphasizing that while his concerns are not directed at the current management, at least two (2) other lease agreements during his tenure resulted in unfavorable outcomes for the City. He recommended that Council carefully scrutinize the proposal, conduct a thorough cost-benefit analysis comparing the existing arrangement to the proposed terms, and fully consider the long-term implications of relinquishing City property.

Councilmember Jones reported on the inaugural Richland Public Facilities Strategic Meeting held on June 7, 2025, which brought together multiple organizations to discuss the City's future public facility needs. She also raised concerns regarding drug activity and homelessness in the Uptown area and surrounding business districts, and referenced Pasco's approach as a possible solution. She requested an update on City efforts to address these concerns and support affected small businesses.

Councilmember Whitten congratulated Finance Director Allen and his team on receiving the Triple Crown Award. While echoing Councilmember Lukson's caution regarding the proposed Columbia Point Golf Course lease agreement, Councilmember Whitten expressed a willingness to offer some flexibility to CourseCo Inc., recognizing their strong management of Columbia Point. He also noted that improvements to the clubhouse and restaurant area could attract more visitors and generate increased revenue.

Councilmember Maier reported that Ben Franklin Transit has launched new express routes departing from the Knight Street Transit Center. One route provides direct service to the airport, while another offers non-stop service to downtown Kennewick.

Mayor

Mayor Richardson noted the increasing number of ribbon-cutting ceremonies as new small businesses continue to open throughout Richland. She stated that Economic Development Manager Wallner will contact Councilmembers to coordinate attendance at upcoming events.

Adjournment

Mayor Richardson adjourned the meeting at 7:11 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, June 24, 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	Absent
Councilmember Maier	Present
Councilmember VanDyke	Present (Remote via Zoom)
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Pilcher, Finance Director Allen, Energy Services Director Whitney, Parks & Public Facilities Director Waite, and City Clerk Rogers.

Agenda Items

1. Fire & Emergency Services Comprehensive Plan Service Levels

Fire Chief Huntington introduced the topic, noting that the discussion builds upon the *Future in Focus* presentation shared during the April workshop meeting. He then turned the presentation over to Deputy Fire Chief Aust.

Deputy Fire Chief Aust presented provided an overview of the current Comprehensive Plan service-level trigger points based upon the Standards of Cover recommendations. He outlined the basis for updating the Plan, summarized the proposed amendments to the Comprehensive Plan update, and described the next steps for Council consideration.

Deputy Fire Chief Aust concluded by stating staff will return with a comprehensive Standards of Cover document and resolution for Council consideration in the coming months.

Detailed information is available in the accompanying PowerPoint presentation.

Following the presentation, Council participated in a question-and-answer session with staff.

2. False Alarms

City Attorney Kintzley provided an overview of key considerations for Council regarding the proposed False Alarm ordinance. Council feedback on these policy options will help guide the development of the draft ordinance for future consideration.

City Attorney Kintzley presented several policy options, including whether to implement a separate licensing fee, whether to differentiate between commercial and residential properties, and whether the ordinance should focus on cost recovery or adopt a more punitive approach. City Attorney Kintzley noted that, under many existing models, the monitoring agency is responsible for paying penalties unless the alarm is unmonitored.

She further explained that the ordinance would allow the City to stop responding to repeat false alarms while still responding to verified emergencies. The proposed framework would reduce unnecessary service calls, preserve police resources for verified emergencies, and establish clear accountability for alarm system users and monitoring companies.

City Attorney Kintzley also noted that the draft ordinance would place an education obligation on monitoring companies to inform subscribers about proper alarm use and the City's False Alarm policy.

Council engaged in a question-and-answer session with City Attorney Kintzley and Chief of Police Pilcher throughout the presentation.

Closing Comments

None.

Future Workshop Agenda Items

City Manager Amundson reviewed upcoming workshop agenda items, which includes a discussion on a proposed policy on signing letters of support, speed cameras, red light cameras, and a blight ordinance. These topics will be scheduled as time allows, while balancing the 2026 Budget discussions.

City Manager Amundson then inquired whether there was Council interest in adding two (2) topics to future workshop agendas:

- Consideration of a Sit-Lie ordinance, similar to those adopted by the Cities of Kennewick and Pasco.
- A tour of the City Shops facility to provide Council a better understanding of operational facilities and staffing.

Councilmembers expressed a range of perspectives on the proposed Sit-Lie ordinance. There was sufficient interest in proceeding with a workshop discussion on the topic.

There was general consensus among Councilmembers to participate in the City Shops facility tour.

Councilmember Jones requested Council discussion regarding the Tri-Cities Animal Shelter services and associated funding. She expressed concern over limited response services available to Richland residents despite significant City funding contributions. She requested a workshop discussion to evaluate service received under the current agreement.

City Manager Amundson responded that he could provide Council with the current service level agreement and a breakdown of the 2025 expenditure summaries via email for initial review. He noted that Richland has the lowest utilization rate and cost among the three (3) partner cities. There was general consensus among Councilmembers that receiving the information via email would be sufficient for now, with the option for future discussion if necessary.

Executive Session

Executive Session Per RCW 42.30.110(I)(i): To Discuss Current or Potential Litigation (30 minutes)

At 7:18, Richland City Council convened in executive session for thirty (30) minutes to discuss current or potential litigation with legal counsel. A brief transition from the council chambers to the executive session room occurred, with the executive session beginning at 7:20 p.m.

Individuals present for the executive session included Mayor Richardson, Mayor Pro Tem Kent, and Councilmembers Jones, Maier, VanDyke, and Whitten. Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, and City Attorney Kintzley.

Council exited the executive session at 7:50 p.m. No action was taken.

Adjournment

Mayor Richardson adjourned the meeting at 7:50 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 4 - Quality of Life

Subject

Ordinance No. 2025-18, Amending Richland Municipal Code Section 9.24.070 related to Purchase, Possession, or Consumption by Minors

Department/Office

City Attorney

Ordinance/Resolution Number

2025-18

Document Type

Ordinance

Recommended Motion

Give second reading and pass Ordinance No. 2025-18, amending Richland Municipal Code Section 9.24.070 related to purchase, possession or consumption by minors.

Summary

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with state law. The Richland City Prosecutor recently requested that the City amend RMC 9.24.070 to correct a numbering defect that resulted from a change in state law to the numbering of definitions listed in RCW 66.04.010.

This action is a housekeeping measure only and does not introduce or repeal any criminal law in Richland.

Staff recommends approval of Ordinance No. 2025-18 for second reading and passage.

Fiscal Impact

None.

Attachments

- I. Ordinance No. 2025-18

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 9.24.070 RELATED TO PURCHASE, POSSESSION OR CONSUMPTION BY MINORS.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with state law; and

WHEREAS, an amendment to RMC 9.24.070 is necessary to correct a numbering defect that resulted from a change in state law to the numbering of definitions listed in RCW 66.04.010.

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

Section 1. Richland Municipal Code Section 9.24.070, entitled Purchase, possession, or consumption by minors prohibited, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 08-21, is hereby amended as follows:

9.24.070 Purchase, possession, or consumption by minors prohibited.

A. Except in the case of liquor given or permitted to be given to a person under the age of 21 years by his or her parent or guardian for beverage or medicinal purposes, or administered to him or her by his or her physician or dentist for medicinal purposes, or used in connection with religious services, no person shall give or otherwise supply liquor to any person under the age of 21 years or permit any person under that age to consume liquor on his or her premises or on any premises under his or her control.

B. No person under the age of 21 years shall knowingly acquire or knowingly have in his or her possession or purchase, drink, or consume liquor, except in the case of liquor given or permitted to be given to such person as provided in subsection (A) of this section.

C. No person under the age of 21 years shall attempt to obtain any liquor contrary to the provisions of this section.

D. It is unlawful for any person under the age of 21 years to be or remain in any public place after having consumed liquor as evidenced by:

1. The odor of intoxicants on the breath; or

2. Observations by the officer through other sense perception; except in the case of liquor given or permitted to be given to a person under the age of 21 years as provided in subsection (A) of this section. "Public place or places" is defined in RCW 66.04.010~~(35)~~. Any person under the age of 21 years who is found to have consumed liquor shall be presumed to have consumed the same within the city limits of the city of Richland.

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 July, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: June 17, 2025
Second Reading: July 1, 2025
Date Published: July 6, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-81, Authorizing an Interagency Agreement with the Washington State Department of Ecology on behalf of Hanford Communities

Department/Office

City Manager

Ordinance/Resolution Number

2025-81

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-81, authorizing the City Manager to sign and execute an interagency agreement with the Washington State Department of Ecology on behalf of Hanford Communities.

Summary

Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the "Participating Jurisdictions") have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities. A succession of interlocal agreements were executed in 2005, 2009, 2014, 2016 and 2022. The current interlocal agreement executed by the Participating Jurisdictions is valid from January 1, 2022 to December 31, 2026. The purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford.

On April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities. To facilitate this transition, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities. Because the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities, Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities for this important funding. This approach will ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology.

The most recent interagency agreement with the Department of Ecology for funding in support of Hanford Communities expires June 30, 2025. A replacement agreement is necessary to cover July 1, 2025 - June 30, 2026.

Staff recommends adoption of Resolution No. 2025-81.

Fiscal Impact

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

Attachments

1. Resolution No. 2025-81
2. 2025-2026 City of Richland (Hanford Communities) IAA

RESOLUTION NO. 2025-81

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

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

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

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

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

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

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

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

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

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

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

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2500159

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND (HANFORD COMMUNITIES)

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

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

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

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

State of Washington, Department of Ecology
IAA No. C2500159
Entity Name: City of Richland, Hanford Communities

2. PERIOD OF PERFORMANCE

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

3. COMPENSATION

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

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

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

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

4. BILLING AND PAYMENT PROCEDURE

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

Send invoices by email to:

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

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

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

State of Washington, Department of Ecology
IAA No. C2500159
Entity Name: City of Richland, Hanford Communities

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

5. ALTERATIONS AND AMENDMENTS

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

6. ASSIGNMENT

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

7. ASSURANCES

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

8. CONFORMANCE

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

9. DISPUTES

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

10. FUNDING AVAILABILITY

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

State of Washington, Department of Ecology
IAA No. C2500159
Entity Name: City of Richland, Hanford Communities

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

11. GOVERNING LAW AND VENUE

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

12. INDEPENDENT CAPACITY

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

13. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2500159.
- d. Appendix A, *Statement of Work and Budget*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

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

15. RESPONSIBILITIES OF THE PARTIES

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

State of Washington, Department of Ecology
IAA No. C2500159
Entity Name: City of Richland, Hanford Communities

16. RIGHTS IN DATA

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

17. SEVERABILITY

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

18. SUBCONTRACTORS

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

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

19. SUSPENSION FOR CONVENIENCE

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

20. TERMINATION FOR CAUSE

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

21. TERMINATION FOR CONVENIENCE

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

State of Washington, Department of Ecology
IAA No. C2500159
Entity Name: City of Richland, Hanford Communities

22. WAIVER

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

23. AGREEMENT MANAGEMENT

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

The ECOLOGY Representative is:

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

The HANFORD COMMUNITIES Representative is:

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

Draft

State of Washington, Department of Ecology
 IAA No. C2500159
 Entity Name: City of Richland, Hanford Communities

APPENDIX A

STATEMENT OF WORK AND BUDGET

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

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

Task 1:

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

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

Task 2

Publish at least three Hanford Communities email distributions annually .

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

Task 3

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

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

State of Washington, Department of Ecology
 IAA No. C2500159
 Entity Name: City of Richland, Hanford Communities

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

Task 4

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

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

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

Document Accessibility Requirements

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

Budget:

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-96, Authorizing Change Order No. 2 to Contract No. 451-24 with Sharpe & Preszler Construction Company, Inc. for the Meadows Drive South Water Service Replacement Project

Department/Office

Public Works

Ordinance/Resolution Number

2025-96

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-96, authorizing the City Manager to sign and execute Change Order No. 2 to Contract No. 451-24 with Sharpe & Preszler Construction Company, Inc. in the amount of \$60,557.42 for the Meadows Drive South Water Service Replacement Project.

Summary

The 2023-2028 Capital Improvement Plan (CIP) includes a program titled Water Distribution System Repairs and Replacements (the "Program"), designed to invest in water system infrastructure to extend the system's useful life. The Meadows Drive South Water Service Replacement Project (the "Project") was developed to implement this Program.

On November 5, 2024, Richland City Council adopted Resolution No. 2024-142, awarding a contract to Sharpe & Preszler Construction Company, Inc. for the Project (see Richland Contract No. 451-24). Subsequently, on November 19, 2024, Richland City Council adopted Resolution No. 2024-155 to correct the contract value for the Project.

During construction, the contractor discovered deteriorated water valves that were not included in the original project scope of work. If left unaddressed, the valves could pose operational challenges during water shutdowns. The decision was made to replace the valves. Additionally, an increase in the quantity of hot mix asphalt was required to comply with pavement repair standards required under Richland Municipal Code 12.08.065 related to pavement cut requirements. These two (2) items comprise the additional work completed in Change Order No. 2.

The City's best interests are served by completing this work to improve asset conditions and ensure compliance with the Richland Municipal Code.

Staff recommends adoption of Resolution No. 2025-96.

Fiscal Impact

The Water Utility Fund includes a Capital Improvement Plan (CIP) Program for Water Distribution System Repair and Replacement. The 2024 CIP Program included funding for the Meadows Drive Water Service Replacement project. There is a remaining capacity of over \$587,000, which allows for the funding of this proposed change order of \$60,557.42.

Attachments

1. Resolution No. 2025-96
2. Proposed Change Order No. 2 to Contract No. 451-24

RESOLUTION NO. 2025-96

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT NO. 451-24
WITH SHARPE & PRESZLER CONSTRUCTION COMPANY, INC.
FOR THE MEADOWS DRIVE SOUTH WATER SERVICE
REPLACEMENT PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a program entitled Water Distribution System Repairs and Replacements (the “Program”) that is designed to invest in water system infrastructure to extend the system’s useful life; and

WHEREAS, the Meadows Drive South Water Service Replacement Project (the “Project”) was developed to implement this Program; and

WHEREAS, on November 5, 2024, Richland City Council adopted Resolution No. 2024-142, awarding a construction contract to Sharpe & Preszler Construction Company, Inc. to complete the Project (*see* Richland Contract No. 451-24); and

WHEREAS, on November 19, 2024, Richland City Council adopted Resolution No. 2024-155, correcting the contract value for the Project and superseding Resolution No. 2024-142; and

WHEREAS, during performance of the Project, the contractor encountered deteriorated water values that required replacement and the need to apply a volume of hot mix asphalt in excess of the quantity anticipated during design; and

WHEREAS, the total value of the unanticipated changes to the Project exceed the administrative change order authority established by Resolution No. 2024-155, thereby requiring City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Change Order No. 2 to Contract No. 451-24 with Sharpe & Preszler Construction Company, Inc. in the amount of \$60,557.42 for the Meadows Drive South Water Service Replacement Project 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 July, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Public Works Contract Change Order

Project: **Meadows Drive South Water Service Replacement**

Change Order No: **2**

Contractor: **Sharpe & Preszler Construction Co**

Date: **7/1/2025**

Grant Number: **NA**

Contract Number: **451-24**

PO: **22401042**

Reason for Change:

☐ 1-Contractor Request/Claim ☒ 2-City Requested ☐ 3-Unforeseen Condition ☐ 4-Design Error

Change Description: (Describe the change(s) and the reason(s) for the change)

Incorporate Field Orders #2 & 3 into the contract by reference. True-up final Schedule A & B quantities for contract closeout.

All terms & conditions defined in the Contract Documents & Change Orders issued to date remain in effect unless otherwise state herein.

The following adjustments, if any, to the Contract Sum and Contract Time constitute the complete and final settlement of all costs of labor, materials, equipment, overhead, fee, and damages, whether direct, indirect, and any other claim by the Contractor, as a result of the change.

Contract Summary:

Original Contract Amount:	\$ 584,155.56
Previous Change Orders:	\$ 677.00
This Change Order:	\$ 60,557.42
New Contract Amount:	\$ 645,389.98
Total % of Change Orders	10.48%

Schedule Summary:

working days

Original Contract Duration:	75 Days
Previous Added Days:	0 Days
This Change Order:	4 Days
New Contract Duration:	79 Days
Contract Expiration Date:	

Execution of this Change Order by the Contractor constitutes the Contractor's irrevocable acceptance of all the terms hereof, including the above described adjustments, if any, in the Contract Sum and Contract time. This Contract Change Order is hereby incorporated into and becomes part of the Contract Documents.

Approved:

Public Works Director

Authorized Signature

Carlo D'Alessandro

Print Name

Date

City Manager

Authorized Signature

Jon Amundson

Print Name

Date

Contractor:

Authorized Signature

Brian Preszler

Print Name

Date

Distribution: City Clerk's Office (Original)
Public Works - Contract Files (Copy)
Finance - Budget Analyst (Copy)

Finance - Accountant (Copy)
Contractor - Page 1 only (Copy)
Purchasing - Page 1 only (Copy)

CHANGE ORDER JUSTIFICATION

PUBLIC WORKS CHANGE ORDER FORM

Change Order # 2

PROJECT: Meadows Drive South Water Service Replacement
CONTRACTOR: Sharpe & Preszler Construction Co
PROVIDED BY: Marc La Vanway

Instructions: *Include a brief justification for the work and cost included in each change order item.*

- 1 FO #2: The City Water department is requesting the replacement of existing water valves due to deterioration. During the water shutdowns for the service replacement, the City Water Department noticed that the valves were deteriorating and not functioning properly as intended.
-
- 2 FO #3: The asphalt patching was shown at 6 feet wide for all water service trenches on the Plans. However, to comply with RMC 12.08.065 Pavement Cut Requirements, the final water service locations were moved to be within 25 feet of edge of patch to edge of patch and the existing water service lines that needed repair bands were in different locations as originally shown and additional asphalt patching was needed for the hole. Therefore, the asphalt patching was required to be incorporated into one single patch that resulted in an increase in asphalt removal quantity.
- 3 At 6 feet wide the removal of the asphalt in the service trench area is incidental to the contractor's trenching cost. Now that the City is enlarging these patch areas outside of the trenches the contractor needs to be compensated for this additional removal.
-
- 4 True-up of Schedule A, Line 7 - this represents a 100% decrease resulting from the contractor did not replace curb and gutter as they choose to bore underneath it to install the water service line.
-
- True-up of Schedule A, Line 8 - this represents a 98.3% decrease resulting from the contractor did not replacing sidewalk as they choose to bore underneath it to install the water service line.
-
- True-up of Schedule A, Line 9 - this represents a 63.3% increase resulting from The asphalt patching quantity was increased due to additional patching completed in Carner Ct W due to the existing street deteriorating and falling apart from the water line installation.
- There is a sinkhole depression that was forming over an existing stormwater pipe between two catch basins. The depression was repaired with the asphalt being removed and replaced to avoid causing a traffic hazard, which resulted for an increase in asphalt patching.
- The existing water service lines that needed repair bands were in different locations as originally shown and additional asphalt patching was needed for the hole.
- The City Water department requested removal and replacement of existing water valves at 4 intersections which resulted in an increase of asphalt patching.
- To comply with RMC 12.08.065 Pavement Cut Requirements, the final water service locations were moved to be within 25 feet of edge of patch to edge of patch, and therefore were required to be incorporated into one single patch that resulted in an increase in asphalt quantity.
-
- True-up of Schedule A, Line 10 - this represents a 33.0% increase resulting from the bid item not including the linear footage from the 2" water service line.
-
- True-up of Schedule A, Line 11 - this represents a 33.0% increase resulting from bid item not including the linear footage from the 2" water service line.
-

8	True-up of Schedule A, Line 12 - this represents a 100% decrease resulting from the contractor using the native material for backfill.
9	True-up of Schedule A, Line 13 - this represents a 8.9% increase.
10	True-up of Schedule A, Line 15 - this represents a 5.8% increase.
11	True-up of Schedule A, Line 16 - this represents a 2.6% increase.
12	True-up of Schedule A, Line 17 - this represents a 5.4% increase.
13	True-up of Schedule A, Line 18 - this represents a 20.2% decrease resulting from the final locations of the new water meter boxes being closer to the existing house connection point.
14	True-up of Schedule A, Line 19 - this represents a 2.6% increase.
15	True-up of Schedule A, Line 20 - this represents a 22.2% decrease resulting from a 1" street service line being acceptable to use due to the final length being under the required 50 feet.
16	True-up of Schedule A, Line 21 - this represents a 1.3% increase.
17	True-up of Schedule A, Line 22 - this represents a 78.3% increase resulting from the water department incorrectly identify all locations that required an irrigation reconnection.
18	True-up of Schedule A, Line 24 - this represents a 16.1% decrease resulting from a 1" street service line being acceptable to use due to the final length being under the required 50 feet.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Stability

Strategic Priority 4 - Quality of Life

Subject

Resolution No. 2025-97, Authorizing a First Amendment to the Lease Agreement with The Friends of the Richland Library

Department/Office

Parks & Public Facilities

Ordinance/Resolution Number

2025-97

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-97, Authorizing a First Amendment to Contract No. 429-23 with The Friends of the Richland Library.

Summary

The City of Richland entered into a lease agreement with The Friends of the Richland Public Library (the "Friends") on October 30, 2023 (see Richland Contract No. 429-23). This agreement authorizes the Friends to occupy a designated area within the Richland Public Library (RPL) to operate a book sale room. Revenue from the sale of used books and other related materials directly supports public library programs, services, and community enrichment efforts.

Since the start of the lease, the Friends have expressed a desire to expand their fundraising capabilities. Specifically, they propose offering print-on-demand merchandise, such as mugs, T-shirts, and tote bags that display the Richland Public Library logo and other RPL-themed designs. These items would be available for purchase online and at in-person events to generate additional funds in support of public library services. In addition to fundraising, the use of RPL's logo on merchandise is expected to increase brand visibility and promote greater awareness of library services throughout the community.

While the current lease does not prohibit the sale of other merchandise, it does not specifically address the use of the Richland Public Library logo. If approved, this amendment will authorize the Friends to produce and sell items featuring the Richland Public Library logo upon prior review and approval from the City.

Staff recommends adoption of Resolution No. 2025-97.

Fiscal Impact

None.

Attachments

1. Resolution No. 2025-97
2. Proposed First Amendment to Contract No. 429-23

RESOLUTION NO. 2025-97

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE LEASE
AGREEMENT WITH THE FRIENDS OF THE RICHLAND
LIBRARY.**

WHEREAS, on October 30, 2023, Richland City Council adopted Resolution No. 2023-174, authorizing a lease agreement with the Friends of the Richland Library to operate a book sale room in the Richland Public Library with all proceeds supporting library programs and services (*see* Richland Contract No. 429-23); and

WHEREAS, the Friends of the Richland Library wish to expand its financial support of the Richland Public Library by offering merchandise for sale that features the Richland Public Library logo; and

WHEREAS, the Richland Public Library supports these merchandise sales as a means to increase brand awareness and enhance financial support for public library services; and

WHEREAS, the best interests of the Richland Public Library are served by amending the lease agreement to authorize the sale of print-on-demand merchandise featuring the Richland Public Library logo, provided that all designs are subject to review and written approval of a designated City of Richland representative, and all proceeds are donated to the Richland Public Library.

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 first amendment to the lease agreement with the Friends of the Richland Library (Contract No. 429-23) to permit the use of the Richland Public Library logo on merchandise for fundraising purposes subject to City approval of all designs prior to sale and donation of all proceeds to the Richland Public Library.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**FIRST AMENDMENT TO
LEASE AGREEMENT
BETWEEN
CITY OF RICHLAND
AND
FRIENDS OF THE RICHLAND LIBRARY**

This **First Amendment** to the October 30, 2023 Lease Agreement is made and entered into this ____ day of July, 2025, by and between the **City of Richland**, a Washington municipal corporation (“City”), and the **Friends of the Richland Library**, a nonprofit organization (“The Friends”).

I. Recitals

WHEREAS, on October 30, 2023, City and The Friends entered into a Lease Agreement to provide space in the Richland Public Library for Friends to operate a book sale room, with proceeds supporting Richland Public Library programs and services (*see* Contract No. 429-23, hereafter the “Original Agreement”); and

WHEREAS, The Friends wish to expand fundraising efforts by offering merchandise featuring the Richland Public Library logo through online and in-person print-on-demand sales; and

WHEREAS, the City supports this effort as a way to increase brand visibility and generate additional support for public library services; and

WHEREAS, the best interests of the Richland Public Library are served by amending the lease agreement to authorize the sale of print-on-demand merchandise featuring the Richland Public Library logo, provided that all designs are subject to review and written approval of a designated City of Richland representative, and all proceeds are donated to the Richland Public Library.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and The Friends hereby agree as follows:

II. Agreement

1. Section II. 4 Rent is hereby modified to add subsection (b) below:

- (b) Sale of Branded Merchandise: Tenant may sell merchandise branded with the Richland Public Library name, logo, or other identifying marks, provided that all design and branding elements are submitted to and approved in writing by Landlord prior to production or sale. Such merchandise must be consistent with Landlord’s mission, image, and branding guidelines. All proceeds from the sale of such branded merchandise, minus appropriate operating expenses and applicable taxes, shall be used

exclusively for enhancements and programming benefitting the Richland Public Library and shall be treated in accordance with the fundraising provisions outlined in Section 4 of this Agreement.

2. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
3. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
4. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

CITY OF RICHLAND

**FRIENDS OF THE RICHLAND
LIBRARY**

Jon Amundson, ICMA-CM
City Manager

By: _____
Its: Board President

ACKNOWLEDGEMENT

STATE OF WASHINGTON | ss.

COUNTY OF BENTON

I certify that I know or have satisfactory evidence that **Jon Amundson** is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of July, 2025.

Signature
Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON

ss.

COUNTY OF BENTON

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument and acknowledged it to be said person's free and voluntary act for the uses and
purposes mentioned in the instrument.

Dated this ____ day of July, 2025.

Signature

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-98, Authorizing a Services Agreement with ABM Industry Groups, LLC for Janitorial Services

Department/Office

Parks & Public Facilities

Ordinance/Resolution Number

2025-98

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-98, authorizing the City Manager to sign and execute an agreement with ABM Industry Groups, LLC for janitorial services.

Summary

The City is responsible for providing clean, safe, and well-maintained public buildings for residents, visitors and employees. To accomplish this, it relies on contracted professional janitorial services to perform regular cleaning and sanitation tasks that supplement in-house maintenance efforts. These contractors provide services at city-owned sites, including Richland City Hall, the Richland Community Center, the Richland Public Library, numerous fire stations, the City Shops facility, and the Richland Police Station.

Earlier this year, the City issued a Request for Proposals (RFP) following the City's competitive bidding requirements to solicit city-wide janitorial services. A total of ten (10) firms submitted proposals, which were thoroughly evaluated based on experience, staff capacity, technical qualifications and overall cost.

Following the review process, ABM Industry Groups, LLC emerged as the most qualified service provider, offering the best combination of reliability, experience, and value for the scope of services needed.

Staff recommends adoption of Resolution No. 2025-98.

Fiscal Impact

The agreement is valued at \$603,818.53 annually. This expense is included in the 2025 Budget.

Attachments

1. Resolution No. 2025-98
2. RFP 25-0001 Contract for City-Wide Janitorial Services

RESOLUTION NO. 2025-98

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SERVICES CONTRACT WITH ABM INDUSTRY
GROUPS, LLC FOR JANITORIAL SERVICES.**

WHEREAS, the City of Richland maintains numerous public buildings that require regular custodial and cleaning services to ensure cleanliness, hygiene, and public accessibility; and

WHEREAS, the Parks & Public Facilities Department oversees janitorial services for various city facilities, including Richland City Hall, Richland Community Center, Richland Public Library, multiple fire stations, City Shops, and the Richland Police Department; and

WHEREAS, a competitive Request for Proposals (RFP) process was conducted in compliance with the City's purchasing policies to solicit for janitorial services; and

WHEREAS, the City received ten (10) responses to the RFP; and

WHEREAS, ABM Industry Groups, LLC was selected as the most qualified vendor to perform these services based on technical capabilities, experience, and cost of service; and

WHEREAS, funds are available in the 2025 Budget to support janitorial services.

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 janitorial services agreement with ABM Industry Groups, LLC in the amount of \$603,818.53, and execute change orders as required to comply with prevailing wage increases imposed by the Washington State Department of Labor and Industries.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND SERVICE PROVIDER

Citywide Janitorial Services

This Agreement is entered into this _____ day of July, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **ABM Industry Groups, LLC** ("**Service Provider**"), a foreign for-profit corporation with service at 16 E. Columbia Drive, Kennewick, WA 99336. **City** and **Service Provider** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Service Provider shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Service Provider shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFP 25-0001
 4. ☒ Exhibit B: Solicitation No. RFP 25-0001 proposal response submitted by Service Provider dated February 27, 2025.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Service Provider shall not begin any work under the terms of this Agreement until authorized in writing by the City. Service Provider agrees to use best efforts to complete all work described under this Agreement by December 31, 2028.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2028 (the "Initial Term"). This Agreement may be renewed on the same terms and conditions for up to six (6) additional one (1) year terms (the "Renewal Term")

upon written agreement of the Parties prior to expiration of the Initial Term or any duly executed Renewal Term. The Total Term of this Agreement means the Initial Term plus any Renewal Terms, and in no event shall the Total Term of this Agreement exceed the date of December 31, 2034.

4. PAYMENT

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

5. INDEPENDENT SERVICE PROVIDER

Service Provider, and any and all employees of Service Provider or other persons engaged in the performance of any work or services required of Service Provider under this Agreement, are independent Service Providers and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Service Provider's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Service Provider.

6. TERMINATION

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

7. DISPUTE RESOLUTION

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

8. DEBARMENT CERTIFICATION

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

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

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action

shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Service Provider hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

10. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

11. INSURANCE

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

- a. No Limitation. Service Provider's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Service Providers and personal injury and advertising injury. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Employee Dishonesty coverage endorsed for third-party fidelity coverage for the City or endorsed to cover Client Property with limits not less than \$1,000,000 per occurrence and as an annual aggregate.
- c. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Employee Dishonesty coverage endorsed for third-party fidelity coverage for the City or endorsed to cover Client Property with limits not less than \$1,000,000 per occurrence and as an annual aggregate.
- d. Other Insurance Provisions. Service Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Service Provider's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - f. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Service Provider before commencement of the work.
 - g. Notice of Cancellation. Service Provider shall provide the City with written notice of any policy cancellation within two (2) business days of Service Provider's receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.
 - i. Public Entity Full Availability of Service Provider Limits. If Service Provider maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Service Provider shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Service Provider or the Service Provider's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name:	Almir Salkic
Name of Firm:	ABM Industry Groups, LLC
Address:	16 E. Columbia Drive
Address:	Kennewick, WA 99336
Email:	almir.salkic@abm.com
Phone Number:	509-396-4297

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

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

CITY OF RICHLAND

SERVICE PROVIDER

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

DRAFT

P R E F A C E

Attachment B

RFP Pricing Sheet					
Schedule A - All labor and equipment to provide Janitorial Services as outlined in Exhibit A. City to provide all materials listed in Exhibit					
ITEM	LOCATION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A-1	CITY SHOPS 100 BLDG	12	MONTH	7,291.78	87,501.36
A-2	CITY SHOPS 200 BLDG	12	MONTH	1,284.40	15,412.80
A-3	CITY SHOPS 300 BLDG	12	MONTH	753.91	9,046.92
A-4	FIRE STATION 71	12	MONTH	1,089.55	13,074.60
A-5	FIRE STATION 72	12	MONTH	246.84	2,962.08
A-6	FIRE STATION 73	12	MONTH	261.37	3,136.44
A-7	FIRE STATION 74	12	MONTH	261.37	3,136.44
A-8	FIRE STATION 75	12	MONTH	315.01	3,780.12
A-9	FIRE STATION 76	12	MONTH	268.46	3,221.52
A-10	WASTEWATER TREATMENT PLANT	12	MONTH	1,368.62	16,423.44
A-11	COMMUNITY CENTER	12	MONTH	8,513.56	102,162.72
A-12	POLICE STATION	12	MONTH	4,716.18	56,594.16
A-13	CITY HALL	12	MONTH	9,324.01	111,888.12
A-14	LIBRARY	12	MONTH	12,117.01	145,404.12
A-15	LANDFILL	12	MONTH	834.92	10,019.04
A-16	GEORGE PROUT POOL	5	MONTH	4,010.93	20,054.65
Schedule A Total					\$ 603,818.53

Additional rates for services requested outside Exhibit A scope				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
A-16	STANDARD RATE	1	HOURLY	29.45
A-17	OVERTIME RATE	1	HOURLY	44.15
A-18	HOLIDAY RATE	1	HOURLY	58.90

*Note: Services not listed in Exhibit A scope (e.g., washing exterior windows, waxing floors), will be sent out for quote to selected Service Provider(s) and/or others not selected. The City will use the lowest price to determine award for the additional services.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject

Reappointment to the Richland Public Facilities District Board: Mr. Charles (Ted) Miller

Department/Office	Ordinance/Resolution Number	Document Type
City Clerk		General Business Item

Recommended Motion

Reappoint Mr. Charles (Ted) Miller to Position No. 3 on the Richland Public Facilities District Board.

Summary

The term for Position No. 3 on the Richland Public Facilities District Board (RPFDB) will expire on July 15, 2025.

In total, two (2) applications were received during the recruitment period. Councilmember Jhoanna Jones, who serves as the Council liaison to the Board, reviewed the applications received during the May 12–26 recruitment period and recommends the reappointment of the incumbent, Mr. Charles (Ted) Miller to Position No. 3

The term for Position No. 3 will be effective July 16, 2025 through July 14, 2027.

Application packets are on file in the City Clerk's Office, along with the required letter of recommendation for Position No. 3.

Fiscal Impact

None.

Attachments

- I. Reappointment Recommendation Memo for Charles (Ted) Miller

CITY OF RICHLAND
OFFICE OF THE CITY MANAGER

625 Swift Boulevard, MS-4
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Clerk, Jennifer Rogers

FROM: City Manager, Jon Amundson

DATE: June 10, 2025

SUBJECT: Richland Public Facilities District Board Reappointment – Position No. 3

The term for Position No. 3 on the Richland Public Facilities District Board is scheduled for Council consideration on July 1, 2025.

Councilmember Jhoanna Jones, who serves as the Council liaison to the Board, has reviewed the applications received during the May 12–26 recruitment period and recommends reappointment of the incumbent, Mr. Charles (Ted) Miller. Councilmember Jones emphasized the importance of continuity on the Board at this time, citing Mr. Miller's experience and the Board's ongoing efforts to restructure and enhance service to the community.

In alignment with her recommendation and the standard appointment process for returning incumbents, I support the reappointment of Mr. Miller to Position No. 3 for a new term.

Please let me know if additional documentation is needed for Council review.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-99, Authorizing a Lateral Incentive Program for Richland Fire & Emergency Services

Department/Office	Ordinance/Resolution Number	Document Type
Fire & Emergency Services	2025-99	Resolution

Recommended Motion

Adopt Resolution No. 2025-99, authorizing the Richland Fire & Emergency Services Lateral Incentive Program.

Summary

The Richland Fire & Emergency Services Department (RFD) is proposing strategic enhancements to its Richland Fire & Emergency Services Lateral Incentive Program to attract experienced firefighters while addressing staffing needs resulting from community growth and retirements.

Key updates include aligning wages with existing compensation structures, allowing earlier eligibility for promotion, adjusting vacation accrual based on prior service, and offering reimbursement for paramedic training. These updates are designed to reduce entry barriers, improve onboarding efficiency, and reinforce the department's culture of excellence and professionalism.

Staff recommends adoption of Resolution No. 2025-99.

Fiscal Impact

Fiscal impact will depend on the number of lateral firefighters hired.

Attachments

- I. Resolution No. 2025-99

RESOLUTION NO. 2025-99

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A LATERAL INCENTIVE PROGRAM FOR THE
RICHLAND FIRE AND EMERGENCY SERVICES DEPARTMENT.**

WHEREAS, the Richland Fire & Emergency Services Department (RFD) is dedicated to ensuring the safety, health, and well-being of its residents through a highly trained and professional fire department; and

WHEREAS, fire departments across the country are experiencing challenges in recruiting and retaining qualified personnel, and RFD is not immune to this trend; and

WHEREAS, lateral hires offer valuable training, operational readiness, and institutional knowledge that can be immediately leveraged to enhance the department's capabilities; and

WHEREAS, offering competitive incentives to experienced firefighters seeking to laterally transfer is a proven method to attract high-quality candidates and ensure fully staffed emergency response teams; and

WHEREAS, reducing onboarding time and increasing operational readiness through experienced hires directly supports public safety, employee wellness, and organizational efficiency; and

WHEREAS, this lateral incentive program will be implemented in July 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City Manager is authorized to implement the Richland Fire and Emergency Services Lateral Incentive Program attached hereto as **Exhibit A** and incorporated herein by this reference.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**Proposal for Enhancing Lateral Recruitment and Retention
Richland Fire & Emergency Services (RFD)**

1. Introduction

Richland Fire & Emergency Services (RFD) has established a culture built upon support, development, and a shared vision, creating an environment where every member takes pride in our work and our identity. As interest grows from external Fire Service professionals, it has become essential to refine our lateral hiring process to better attract experienced firefighters and mitigate current barriers.

2. Background

RFD has fostered a supportive and developmental culture where each member truly feels part of a collective effort to deliver excellence in service. Our commitment to this culture has not gone unnoticed; peer organizations and industry professionals have expressed interest in joining our journey. The Fire Service highly values experience, but the cost—typically measured in time—can be a significant hurdle.

Historically, lateral firefighter candidates bring an invaluable blend of knowledge, skills and abilities. They are “seat ready” much faster than entry-level candidates, requiring just 6-8 weeks of training compared to the standard 5-month period. This efficiency enables RFD to launch biannual hiring opportunities, which is critical for addressing staffing shortages caused by departmental growth and retirements.

3. Changes

To streamline the lateral hiring process and overcome existing barriers, the following changes will be incorporated:

3.1. Wages

- Lateral hires will receive the wage corresponding to F Step as outlined in Appendix A of the CBA.

3.2. Ability to Promote

- Lateral Hires will be eligible to test for the Company Officer position after a minimum of three (3) years at Richland Fire & Emergency Services. Additionally, lateral hires must have a collective total of 5 years’ experience as a professional firefighter.

3.3. Vacation Accrual

- Lateral hires will accrue vacation monthly at a rate that corresponds to their total proven consecutive years of service at their current professional firefighting employer, in compliance with section 21.1.1 of the CBA.

3.4. Paramedic Reimbursement

- The City of Richland may reimburse the lateral hire’s previous organization for any outstanding balance related to the firefighter’s Paramedic education, if such education was

previously funded by the candidate's former employer. This reimbursement will be handled in accordance with Section 27.2.1 of the CBA (Medical Certification/Recertification & Training).

- COR would reimburse new hires' paramedic school expenses upon receiving documentation that employee reimbursed previous employer.

4. Conclusion

By incorporating these strategic changes into the lateral hiring process, RF&ES will not only resolve existing barriers but also solidify its reputation as a leader in firefighter recruitment and professional development. This initiative is designed to ensure that the department remains well-staffed with highly experienced professionals who embody our shared values and commitment to excellence.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 7/1/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-100, Authorizing a Lateral Incentive Program for the Richland Police Department

Department/Office	Ordinance/Resolution Number	Document Type
Police	2025-100	Resolution

Recommended Motion

Adopt Resolution No. 2025-100, authorizing the Lateral Incentive Program for Richland Police Department.

Summary

The Richland Police Department proposes an increase to the lateral recruitment and retention incentives. This aims at attracting experienced police officers as well as addressing staffing needs due to growth and retirements.

Currently, Richland offers lateral hires relocation expenses up to \$5,000 after successful completion of the probationary period (if relocating from at least 100 miles away), and 80 hours of banked vacation time upon start date. Key changes include adding year-for-year service credit for laterals, including accrual of salary, vacation, and sick leave.

Staff recommends adoption of Resolution No. 2025-100.

Fiscal Impact

The fiscal impact will depend on the number of lateral police officers hired under the program.

Attachments

- I. Resolution No. 2025-100

RESOLUTION NO. 2025-100

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A LATERAL INCENTIVE PROGRAM FOR THE
RICHLAND POLICE DEPARTMENT.**

WHEREAS, on December 20, 2022, Richland City Council approved Resolution No. 2022-151, authorizing a Recruitment and Retention Program for the Richland Police Department (RPD); and

WHEREAS, RPD has proudly maintained strict hiring standards throughout a national hiring crisis, seeking to ensure that Richland continues to attract the highest quality applicants; and

WHEREAS, comprehensive recruitment incentives are necessary to remain competitive and retain top talent while remaining fiscally responsible and distinguishing the Richland Police Department from other local law enforcement agencies; and

WHEREAS, lateral hires offer valuable training, operational readiness, and institutional knowledge that can be immediately leveraged to enhance the department's capabilities; and

WHEREAS, offering competitive incentives to experienced officers seeking to laterally transfer is a proven method to attract high-quality candidates; and

WHEREAS, reducing onboarding time and increasing operational readiness through experienced hires directly supports public safety, employee wellness, and organizational efficiency; and

WHEREAS, this lateral incentive program will be implemented in July 2025 and will complement the existing Recruitment and Retention Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City Manager is authorized to implement the Richland Police Department Lateral Incentive Program attached hereto as **Exhibit A** and incorporated herein by this reference.

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

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

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A to Resolution No. 2025-100

Subject: Increase to Lateral Incentive Package

The Richland Police Department (RPD) has faced challenges attracting lateral applicants to our organization. In the past 12 months, data has shown 203 unique viewers have clicked on the “lateral” hire link for RPD a total of 276 times. The average engagement time of those users has been 50 seconds, which is significant in terms of the viewer gleaning information from posted benefits and incentives.

Job Type	Regular Full-Time	Job Number	2024-00003
Department	Police Services	Division	Police
Opening Date	01/01/2024	Closing Date	Continuous
FLSA	Non-Exempt	Bargaining Unit	5000

<u>DESCRIPTION</u>	<u>BENEFITS</u>	<u>QUESTIONS</u>
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General Summary

Lateral Hiring Incentives:

- Relocation expenses of up to \$5,000 paid (proof of expenses required) after successful completion of probationary period. (Relocating from at least 100 miles away from RPD station, and must relocate to within 30 miles of RPD.)
- Receive 80 hours of banked vacation time upon start date.

Of the 203 unique visitors who viewed RPD’s lateral incentives, only 15 laterals applied during 2024 and 2025 (thus far). We are working to redesign the lateral flyer, as the new hire and lateral hire flyers were merged under a previous administration. Before revising the flyer, I would like to forward a recommendation for your consideration. If approved, these incentives will be included prominently on the lateral officer flyer, as well as within the City of Richland (COR) RPD lateral hire link.

Currently, the Kennewick Police Department offers year-for-year service credit for laterals joining their agency. An example of how this is implemented would be an officer with 5 years of experience lateralling to the local agency would start on the pay scale at a 5-year officer level with KPD, including accrual of salary, vacation, and sick leave at a 5-year officer level on their first day of employment.

The agency benefits, as it does not have to pay a new hire candidate for 4 ½ months of Basic Law Enforcement Academy (BLEA) training, followed by another 4 to 4 ½ months of field officer training. Most laterals, because of their experience, typically need 2 months of training to learn RPD’s processes before they are prepared to be on their own and count towards patrol staffing, as opposed to the 9 months of training for new hires.

Additionally, lateral officers have been vetted by their previous agency and their track record for success in a law enforcement career has been clearly established. At times, new hires struggle during the police academy, or shortly thereafter, often due to a lack of aptitude for the many skills required by modern law enforcement professionals. These officers either voluntarily resign or do not pass their training, leading to a vacancy that is then required to be filled by another new hire. This position is not only a lost opportunity that would help alleviate staffing delays, but it also represents money spent on salaries and benefits for someone no longer employed by the City of Richland.

With current salary ranges, the City of Richland spends around \$70,000 on a new hire, before the completion of training and assignment to solo police work (minus uniforms and other equipment costs). This assumes the new hire passes BLEA (Basic Law Enforcement Academy) and successfully completes all field training. A lateral, on the other hand, will be paid around \$20,000 before completion of training and assignment to solo police work. Additionally, the odds are much greater the lateral will successfully complete training and become a permanent member of RPD.

For your consideration, I propose that the City of Richland offer the same incentive to potential lateral hires. This process will help RPD stay competitive with other local agencies that are also vying for the same pool of interested candidates, particularly those who want to retain credit for their time served with previous agencies.

RPD has 4 laterals that have been hired in the last 24 months (laterals 'top out' on RPD's pay scale at 18 months of service). This proposal would reduce the delay to the top lateral step by 18 months. The increase in cost to the City of Richland would be about \$15,000 per year (base wage) for the lateral officer over what they will obtain at the top step (Step F) at 18 months. These costs are likely outweighed by the additional expenses related to training new hires and the potential loss of officers during their training period.