



Agenda
City Council Regular Meeting
Tuesday, February 3, 2026
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. Swearing-In of Interim Councilmember Todd Samuel to Position No. 4 on the Richland City Council
 - Jennifer Rogers, City Clerk
2. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing

None.

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 January 20, 2026 City Council Regular Meeting Minutes and the January 27, 2026 City Council Special Meeting and Workshop Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

None.

Resolution for Adoption

4. Resolution No. 2026-11, Authorizing an Amended and Restated Southeast Regional Internet Crimes Against Children (SERICAC) Task Force Interlocal Agreement
 - Marty Pilcher, Chief of Police
5. Resolution No. 2026-12, Ratifying a Grant Application to Greater Health Now for Mobile Integrated Healthcare Program Funding

- Randy Aust, Fire Chief
- 6. Resolution No. 2026-13, Authorizing a Professional Services Agreement with Cross Reiter, Inc. for Columbia River Shoreline Stabilization Design Services
 - Chris Waite, Parks & Public Facilities Director
- 7. Resolution No. 2026-14, Authorizing a Consultant Agreement with Parametrix, Inc. for 2026 Landfill Environmental Monitoring Services
 - Carlo D'Alessandro, Public Works Director
- 8. Resolution No. 2026-15, Authorizing an Application to the United States Department of Transportation Better Utilizing Investment to Leverage Development Grant Program
 - Carlo D'Alessandro, Public Works Director
- 9. Resolution No. 2026-16, Authorizing a Pre-Construction Funding Agreement with the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements Project
 - Carlo D'Alessandro, Public Works Director
- 10. Resolution No. 2026-17, Authorizing a Service Agreement with Waltek II, Incorporated (d/b/a Intermountain Materials Testing) for Materials Testing Services
 - Carlo D'Alessandro, Public Works Director
- 11. Resolution No. 2026-18, Authorizing a First Amendment to the Option Agreement with Washington Energy, LLC
 - Joe Schiessl, Deputy City Manager

Items – Approval

None.

Expenditures – Approval

None.

Items of Business

- 12. Council Assignments Process (Discussion Only)
 - Jon Amundson, City Manager

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.



WELCOME TO RICHLAND



WELCOME TO RICHLAND



Jaden Scatton

IT Systems Administrator

Division: Information Technology

Hire Date: 01/05/2026



WELCOME TO RICHLAND



Leonardo Gallardo

Police Officer

Division: Police Services

Hire Date: 01/05/2026



WELCOME TO RICHLAND



Clayton Rice

Police Officer

Division: Police Services

Hire Date: 01/20/2026



WELCOME TO RICHLAND



Jonna Beem

*Emergency Communications Dispatcher
Division: SECOMM Operations General
Hire Date: 01/20/2026*



WELCOME TO RICHLAND



Jennifer Schouviller

*Emergency Communications Dispatcher
Division: SECOMM Operations General
Hire Date: 01/20/2026*



WELCOME TO RICHLAND



Leah Laughery

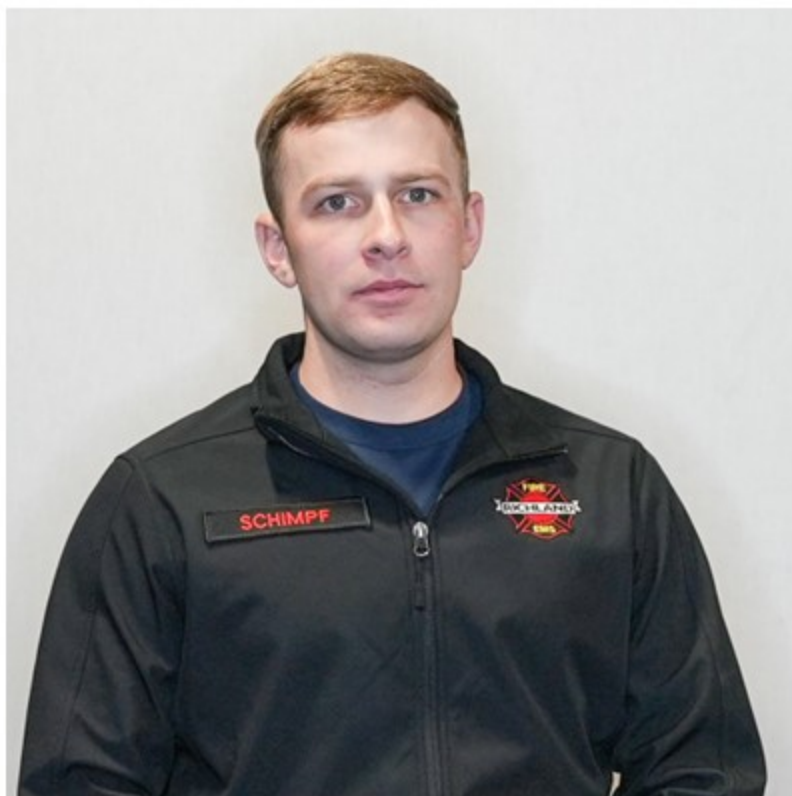
Human Resources Generalist

Division: Human Resources

Hire Date: 01/20/2026



WELCOME TO RICHLAND



Gabriel Schimpf

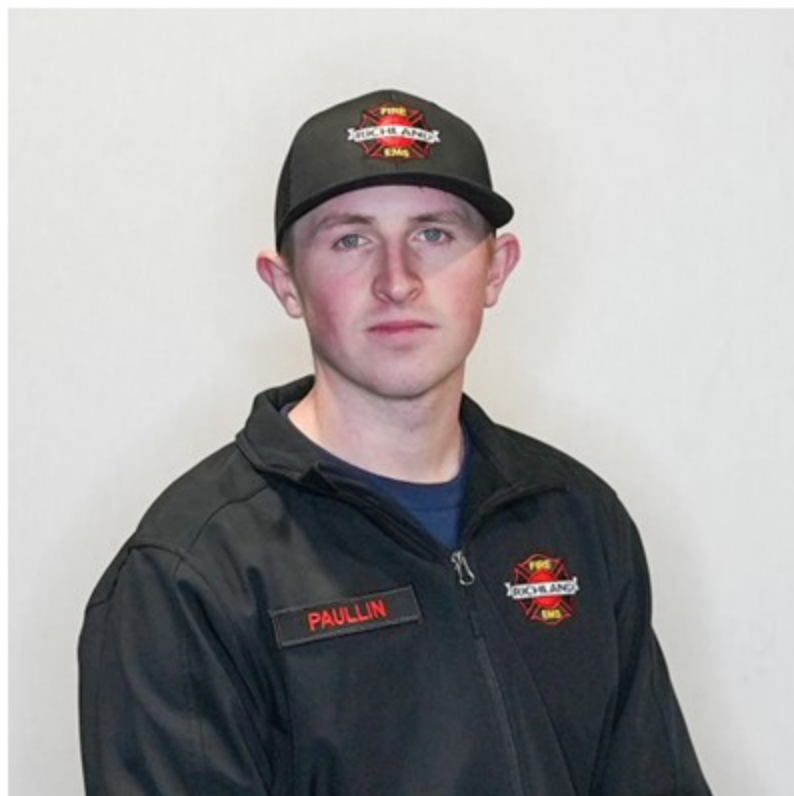
Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Jarrett Paullin

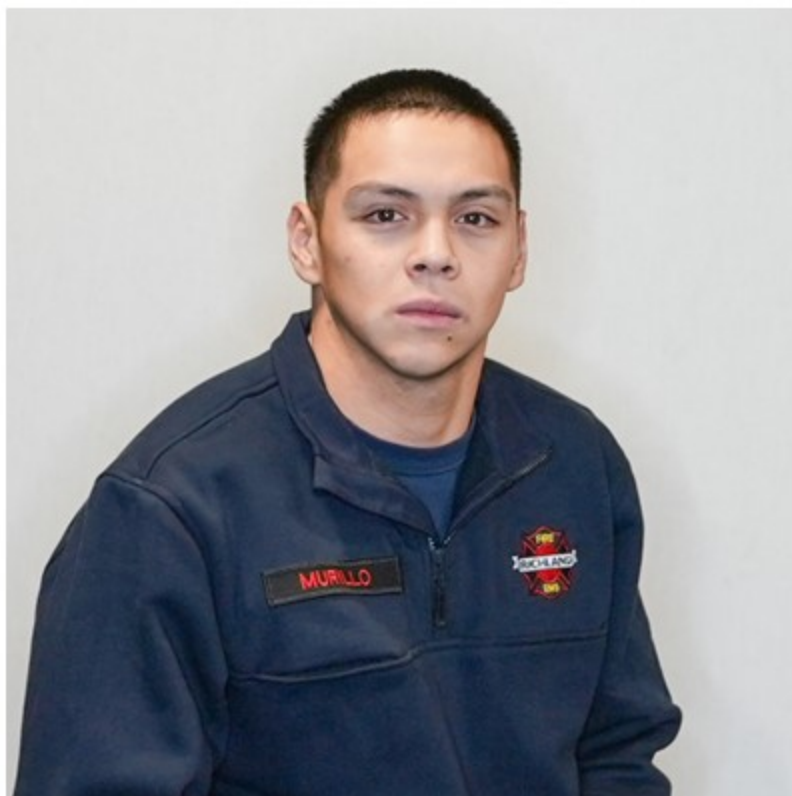
Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Isaiah Murillo

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Aidan Renwick

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Wyatt Flagg

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Masen Brown

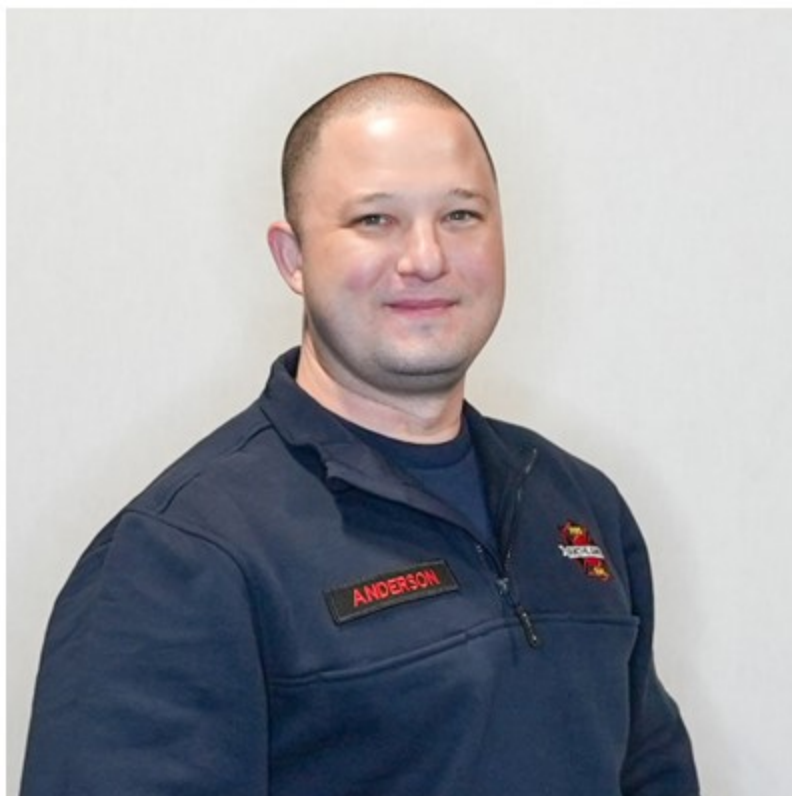
Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Lucas Anderson

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



David Buckingham

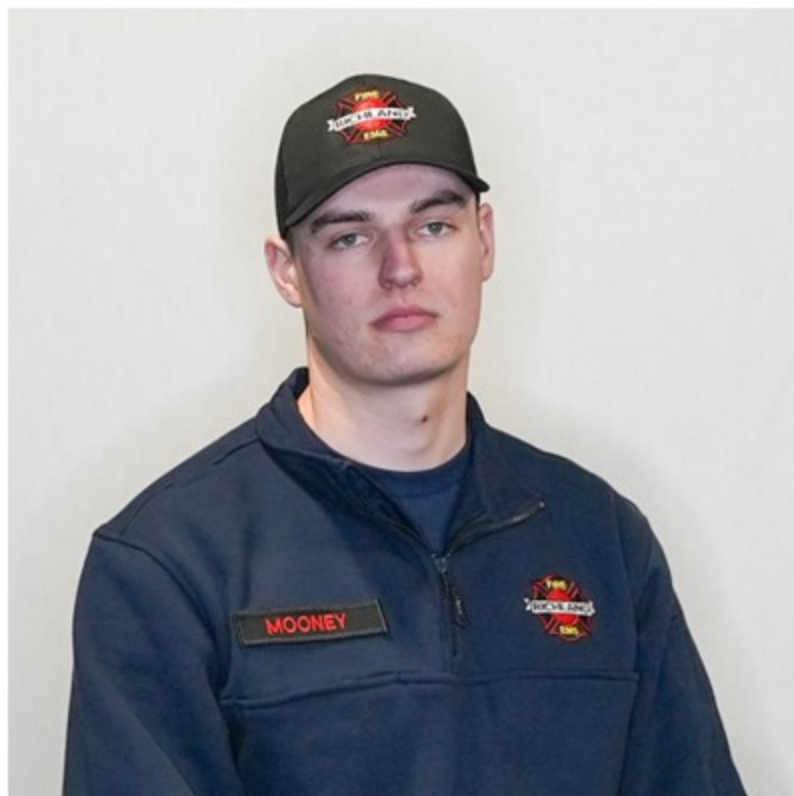
Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Braden Mooney

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Grady O'Niel

Firefighter EMT

Division: Fire & Emergency Services

Hire Date: 01/26/2026



WELCOME TO RICHLAND



Mike Hayter

Police Officer

Division: Police Services

Hire Date: 01/28/2026



WELCOME TO RICHLAND



Cassidy Clark

*Emergency Communications Dispatcher
Division: SECOMM Operations General
Hire Date: 01/28/2026*



MINUTES

Richland City Council Regular Meeting
Tuesday, January 20, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 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 VanDyke	Present
Councilmember Holten	Present
Councilmember Jones	Present
Councilmember Maier	Present
Councilmember Whitten	Present

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

Pledge of Allegiance

Mayor Richardson led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

None.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

1. Proposed 2026-2027 Collective Bargaining Agreement with the Richland Police Professional Staff Guild, Resolution No. 2026-09

Mayor Richardson opened and closed the public hearing at 6:04 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Rebecca Krieg, representing the Tri-Cities Alliance for the Unhoused (TCAU), a 501(c)(3) nonprofit organization focused on serving unhoused individuals, provided an overview of the organization and its mission. Ms. Krieg stated that TCAU is seeking to partner with the City of Richland and the greater Tri-Cities region to identify an appropriate site and facility to provide services to the community. She also provided printed materials for Council's review.
- Kiersten McNeal, a Richland resident, requested City Council and the Richland Police Department (RPD) issue a public statement reaffirming that RPD will not collaborate with U.S. Immigration and Customs Enforcement (ICE) beyond what is legally required. Ms. McNeal expressed concerns over reported ICE actions in other cities and urged Council to clearly state that RPD will support community safety and uphold the law.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

2. Approval of the January 6, 2026 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

3. Ordinance No. 2026-01, Amending Richland Municipal Code Title 23: Zoning Regulations related to Minimum Parking Requirements

Resolutions – Adoption

4. Resolution No. 2026-06, Authorizing an Interlocal Agreement with Energy Northwest for Technical Services

5. Resolution No. 2026-07, Authorizing 2026 Grant Applications to Ben Franklin Transit for Bus Passes
6. Resolution No. 2026-08, Authorizing an Interlocal Agreement for Patient Health Information Exchange

Items - Approval

None.

Expenditures – Approval

7. Expenditures from December 1, 2025 to December 31, 2025 for \$43,155,972.33 including Travel Checks Nos. 20929-20934, Accounts Payable Check Nos. 342213-343171, Accounts Payable Wire Nos. 10818-10859, Payroll Wires & ACH Nos. 15176-15253, Payroll Check Nos. 237664-237674, and Payroll Direct Deposit Nos. 253370013449-253640015775

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Items of Business

8. Resolution No. 2026-09, Approving the 2026-2027 Collective Bargaining Agreement with the Richland Police Professional Staff Guild

Human Resources Director Paulsen presented key provisions of the proposed 2026-2027 Collective Bargaining Agreement (CBA) between the City of Richland and the Richland Police Professional Staff Guild. She reported that negotiations began in June 2025 and concluded with a tentative agreement on December 19, 2025, which was subsequently ratified by the Guild on January 6, 2026. The two (2) year agreement establishes wages, hours, and working conditions for 2026-2027.

Councilmembers Maier and Whitten thanked Human Resources Director Paulsen for the extensive and detailed work undertaken by both parties during the CBA process. They commended the collaborative effort required to reach a mutually acceptable agreement, and noted the value of achieving consensus through good-faith negotiations.

MAYOR PRO TEM VANDYKE MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-09, APPROVING THE 2026-2027 COLLECTIVE BARGAINING AGREEMENT WITH THE RICHLAND POLICE PROFESSIONAL STAFF GUILD. THOSE IN FAVOR: MAYOR RICHARDSON,

MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

9. Law Enforcement Emerging Technology Preview (Discussion Only)

Chief Pilcher introduced the topic by noting the continual evolution of public safety technology throughout his career. He emphasized that new tools, including aerial response and artificial intelligence applications, are intended to enhance public safety as a whole, not only law enforcement.

Chief Pilcher introduced Commander Mason and invited him to present on the Public Safety Aerial Response (PSAR) program.

With the aid of a PowerPoint Presentation, Commander Mason outlined the PSAR program as an operational support capability that provides real-time aerial situational awareness for officers, Fire & EMS, and professional staff during active incidents. He emphasized that PSAR is not an enforcement tool, is not autonomous or armed, and does not replace officers. Instead, it supports better decision-making, earlier de-escalation, and safer outcomes by giving responders accurate information before and during incidents. The program would deploy drones from fixed, secure locations, stream live video to supervisors and responders, and operate within a real-time information center.

Implementation would follow a phased rollout with training, pilot testing, evaluation, and anticipated full operational readiness by late 2026 or early 2027. Success would be measured through improved response times, safer incident results, documented de-escalation outcomes, and community feedback.

In closing, Commander Mason stated that PSAR will enable responders to see first, decide smarter, and act safer; reducing risk, supporting informed decision-making, and enhancing public safety while respecting community values and expectations.

Detailed information regarding the PSAR program is included in the agenda packet.

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

Reports and Comments

City Manager

City Manager Amundson reported that the City held its annual all-staff in-service meeting the day before. He noted that the event included a keynote speaker, followed by breakout sessions that highlighted ongoing initiatives and projects. The event provided employees with a valuable opportunity to learn about the work occurring across the organization and strengthen communication, cohesion, and teamwork. City

Manager Amundson thanked Council for their continued support of the annual staff in-service event, and reported that he consistently receives positive feedback from employees.

Mr. Amundson then advised that efforts to fill vacant Position No. 4 on Richland City Council would continue with an executive session that evening, followed by applicant interviews held during a special meeting on January 27, 2026 starting at 3:00 p.m. and continuing until approximately 5:30 p.m.

Finally, City Manager Amundson outlined the January 27, 2026 workshop agenda, which includes a presentation by Deputy City Manager Joe Schiessl and the Tri-Cities Development Council (TRIDEC) regarding the shoreline reconveyance project, an initial draft of police station options, and a utility rate discussion led by Public Works Director Carlo D'Alessandro covering sewer, stormwater, and solid waste services.

City Council

Councilmember Holten expressed enthusiasm for formally beginning the process of filling vacant City Council Position No. 4, and for the opportunity to travel to Olympia with staff and fellow councilmembers to engage with state legislators.

Councilmember Whitten thanked Rebecca Krieg for her presentation on the Tri-Cities Alliance for the Unhoused (TCAU), and stated he looks forward to seeing the project move forward. He then stated his support for the Richland Police Department's compliance with state law regarding interagency cooperation, affirmed the public's right to hold law enforcement accountable, and encouraged citizens not to impede agencies when they are lawfully performing their duties. Lastly, Councilmember Whitten expressed anticipation for the upcoming police station presentation and acknowledged staff's efforts toward advancing the project.

Councilmember Maier reported that Ben Franklin Transit ridership continues to increase, including within Richland, and referenced Resolution No. 2026-07 related to the distribution of free bus passes to community organizations. He then acknowledged recent media attention concerning Ben Franklin Transit and stated that third-party investigations have commenced. He emphasized that results are not yet available and that it would be inappropriate to comment further until findings are released.

Additionally, Councilmember Maier raised concerns regarding the City's use of Flock automated license plate reader (ALPR) technology. He expressed diminished confidence in the vendor and interest in exploring options to transition away from the company. He requested a future update from City Manager Amundson regarding the status of the City's ALPR technology, including any potential plans to expand the partnership with Axon and a timeline for a possible changeover.

Councilmember Jones and Mayor Pro Tem VanDyke had no comments.

Mayor

Mayor Richardson had no comments.

Executive Session

10. Executive Session Per RCW 42.30.110(1)(h): Evaluate the Qualifications of a Candidate for Appointment to Elective Office (60 minutes)

At 6:48 p.m., Mayor Richardson announced that Richland City Council would convene in executive session for sixty (60) minutes to evaluate the qualifications of candidates for appointment to elective office. A brief transition from the Council Chambers to the executive session room occurred, with the executive session beginning at 6:53 p.m.

Present with Council for the executive session was City Manager Amundson.

Council exited the executive session at 7:42 p.m. No additional action was taken after exiting executive session.

Adjournment

Mayor Richardson adjourned the meeting at 7:42 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

Richland City Council Special Meeting and Workshop
Tuesday, January 27, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Special Meeting - 3:00 p.m.

Mayor Richardson called the special meeting to order at 3:00 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 VanDyke	Present
Councilmember Holten	Present
Councilmember Jones	Present
Councilmember Maier	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Assistant City Manager Florence, and City Clerk Rogers.

Candidate Interviews

1. Interviews for Position No. 4 on the Richland City Council

City Council interviewed the following candidates for appointment to Position No. 4 on the Richland City Council:

- Britt Creer (Remote via Zoom)
- Kyle Palmer (Remote via Zoom)
- Andrew Rice
- Samantha Mason
- Todd Samuel

Executive Session

1. Executive Session Per RCW 42.30.110(1)(h): Evaluate the Qualifications of a Candidate for Appointment to Elective Office (30 minutes)

At 5:07 p.m., Mayor Richardson announced that Richland City Council would convene in executive session for thirty (30) minutes to evaluate the qualifications of candidates for appointment to elective office. A brief transition from the Council Chambers to the executive session room occurred.

Individuals present during the executive session were Mayor Richardson, Mayor Pro Tem VanDyke, and Councilmembers Holten, Jones, Maier and Whitten. City Manager Amundson was also present.

Council exited the executive session at 5:40 p.m.

Agenda Items

1. Resolution No. 2026-10, Appointing Todd Samuel to serve as Interim Councilmember to Position No. 4 on the Richland City Council

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2026-10, APPOINTING TODD SAMUEL TO SERVE AS INTERIM COUNCILMEMBER TO POSITION NO. 4 ON THE RICHLAND CITY COUNCIL. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Adjournment

Mayor Richardson adjourned the special meeting at 5:40 p.m.

City Council Workshop Meeting – 6:00 p.m.

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

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

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

Mayor Richardson opened the workshop by acknowledging the applicants who sought appointment to Position No. 4 on the Richland City Council. She noted that all candidates were professional, well-prepared, and demonstrated strong commitment to community service. She thanked everyone who participated in the process and emphasized appreciation for residents who engage with city government and initiatives.

1. Tri-City Development Council (TRIDEC) Shoreline Reconveyance Project Update

Karl Dye, President & CEO of the Tri-City Development Council (TRIDEC), David Reeploeg, Vice President for Federal Programs at TRIDEC, and Deputy City Manager

Schiessl jointly presented an update on TRIDEC's Shoreline Reconveyance Project.

Mr. Reeploeg provided an overview of the U.S. Army Corps of Engineers' (USACE) ownership of Columbia River shoreline lands and the long-standing effort to pursue federal legislation that would transfer selected USACE-owned shoreline properties to local government. Local governments currently lease and maintain shoreline parks at a combined estimated annual cost of approximately \$2 million.

Since 2020, the cities of Richland, Kennewick and Pasco, the counties of Benton and Franklin, the Port of Pasco, and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) have collaborated to advance legislation that would allow no-cost land transfers without requiring full completion of National Environmental Policy Act (NEPA) review prior to reconveyance. The Confederated Tribes and Bands of the Yakama Nation recently joined the discussion.

The framework includes four (4) components:

- Federal legislation authorizing the transfers;
- Memorandums of Agreement (MOA) establishing government-to-government relationships and expectations;
- A perpetual cultural practices easement recognizing treaty-reserved rights along the shoreline;
- Ground-disturbing protocols modeled after the Inter-Tribal Advisory Board (ITAB) process.

Deputy City Manager Schiessl recommended that Council consider expanding Richland's request to include additional developed and urban shoreline park areas, such as portions of Leslie Groves Park and areas north toward Howard Amon Park, to improve operational efficiency and to reduce federal permitting delays. He emphasized that there is no intent to privatize or commercialize existing parks, and suggested that restrictive covenants could be used to permanently preserve park status.

Deputy City Manager Schiessl confirmed that levees, pump stations, and other flood control infrastructure would remain under federal ownership.

In conclusion, Deputy City Manager Schiessl stated that draft MOAs are nearing completion and will be presented at an upcoming meeting in February for Council consideration. Staff will also bring forward a resolution identifying which Richland parcels should be included in the legislation, with an opportunity for Council to refine and expand the list.

Detailed information is available in the agenda packet. Council engaged in a detailed question-and-answer session with the item presenters throughout the presentation.

2. Police Station Options

Deputy City Manager Schiessl provided an update on the City's police station replacement project, including background, space needs, site options, preliminary costs,

and potential funding approaches. He noted that the existing police station, completed in 2001, is undersized and not readily expandable. The City has engaged the architectural firm Rice Fergus Miller to update the space planning and develop refined cost estimates for a facility based on an anticipated facility size of approximately 52,750 square feet.

Three (3) site options were presented:

- Construction of a new facility at the former Richland City Hall site (505 Swift)
- Acquisition and renovation of the privately owned 1200 Jadwin building
- Construction of a new facility at the Queensgate site near Benton County Emergency Services (BCES)

Preliminary cost estimates ranged from approximately \$61 million (former City Hall site), \$63 million (Queensgate site), and \$49 million (1200 Jadwin), with potential additional costs for structured parking, basements, added floors, and exterior enhancements.

Deputy City Manager Schiessl summarized key tradeoffs related to a downtown presence, access, operational efficiency, and renovation risk. He noted that 1200 Jadwin would require substantial due diligence, but offers the greatest opportunity for long-term expansion and financial feasibility.

Detailed information is available in the agenda packet.

Council engaged in a detailed question-and-answer session with Deputy City Manager Schiessl throughout the presentation, generally focusing on location, long-term growth opportunities, and funding approaches. Council comment collectively indicated a preference to prioritize due diligence on the 1200 Jadwin option, retain Queensgate as a secondary alternative, and remove the former City Hall site from consideration.

3. Sewer, Stormwater, Solid Waste Utility Rates

Public Works Director Carlo D'Alessandro presented a proposed rate strategy for the City's sewer and stormwater utilities. He reported that utility rates have not been substantially updated since 2009 and now require adjustment to address rising operating costs, aging infrastructure, and upcoming capital projects.

He stated that the City engaged FCS to conduct a revenue requirement analysis to identify funding needs for operations, maintaining reserves, debt service obligations, and supporting capital investments.

The analysis reviewed a 10-year planning horizon (2026–2034) and recommended adopting rates for an initial three-year period (2026–2028), with a reevaluation at the end of that period.

For the sewer utility, Public Works Director D'Alessandro identified major wastewater treatment plant projects driven by end-of-life conditions, including rehabilitation of the anaerobic digester, gritworks improvements, and solids-handling upgrades. The recommended strategy includes annual sewer rate increases of 6 percent in 2026, 2027,

and 2028, equating to an estimated \$1.50 to \$1.75 monthly increase per year for a typical single-family residence.

For the stormwater utility, which is primarily funded on a cash basis rather than debt, Public Works Director D'Alessandro stated that the system faces increasing rehabilitation and vegetation management needs. The proposed strategy includes a one-time increase of approximately 36 percent in 2026, followed by annual 2 percent increases to address inflation. The initial increase equates to approximately \$1.39 per month. He noted that even with these adjustments, Richland's sewer and stormwater rates are projected to remain below regional comparators.

Public Works Director D'Alessandro stated that the proposed rate strategies will be presented to the Utility Advisory Committee for review and, following their input, will be brought forward to City Council with a formal recommendation.

Detailed information is available in the agenda packet. Council engaged in a detailed question-and-answer session with Public Works Director D'Alessandro throughout the presentation.

Closing Comments

City Manager Amundson stated that following the swearing-in of Interim Councilmember Samuel to Position No. 4 on February 3, 2026, the next significant Council action will be to determine councilmember assignments for the 2026-2027 calendar years. This topic is scheduled as an item for discussion at the February 3, 2026 meeting.

City Manager Amundson also added that staff is developing a reference guide to aid in the councilmember assignments process, which will include key information such as the purpose of each board, commission and committee, the meeting time and location for each, and meeting frequency. He indicated that the guide will be distributed to Council to assist in preparation for the upcoming discussion.

Future Workshop Agenda Items

None.

Adjournment

Mayor Richardson adjourned the workshop at 8:24 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority 4 - Quality of Life

Subject

Resolution No. 2026-11, Authorizing an Amended and Restated Southeast Regional Internet Crimes Against Children (SERICAC) Task Force Interlocal Agreement

Department/Office

Police

Ordinance/Resolution Number

2026-11

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-11, authorizing the City Manager to sign and execute the Amended and Restated Southeast Regional Internet Crimes Against Children (SERICAC) Task Force Interlocal Agreement.

Summary

The Internet Crimes Against Children (ICAC) Task Force Program assists federal, state, and local law enforcement agencies in developing effective responses to cyber crimes involving child pornography cases. The program supports investigations through forensic and investigative resources, training and technical assistance, victim services, and community education. The ICAC Task Force promotes a multi-jurisdictional, multi-agency team approach to strengthen the investigation and prosecution of ICAC offenses and to enhance public awareness and prevention efforts of ICAC crimes.

In 2017, the Cities of Richland and Kennewick, Benton County, and the Homeland Security Investigations Seattle (HSI-Seattle) entered into an interlocal agreement to establish the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the internet to seek children as sexual victims (see Richland Contract No. 132-17).

The proposed amended and restated agreement will allow the City of Pasco to become a member of the SERICAC Task Force.

Staff recommends adoption of Resolution No. 2026-11.

Fiscal Impact

None.

Attachments

1. Resolution No. 2026-10
2. Draft Amended and Restated SERICAC Interlocal Agreement

RESOLUTION NO. 2026-10

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITIES OF RICHLAND, PASCO AND KENNEWICK, THE COUNTY OF BENTON, AND THE DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS SEATTLE (HSI-SEATTLE).

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities, and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Internet Crimes Against Children (ICAC) Task Force Program assists federal, state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases, to include investigative and forensic components, training and technical assistance, victim services and community education; and

WHEREAS, the goals of the ICAC Task Force Program are to increase the investigation and prosecution of ICAC offenses, and to increase public awareness and prevention of ICAC offenses; and

WHEREAS, the national policy objectives for the ICAC Task Force Program are to: (1) increase the investigative capabilities, including the effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of ICAC-qualifying (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to ICAC offenses; (4) enhance the nationwide response to ICAC offenses; and (5) develop and deliver ICAC public awareness and prevention programs; and

WHEREAS, the primary purpose of the ICAC Task Force Program is to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims; and

WHEREAS, in 2017, Kennewick, Richland, Benton County and HIS-Seattle entered into an interlocal agreement to create a regional ICAC Task Force to investigate, prosecute and deter the possession, production, and distribution of child pornography and the utilization of the internet to seek children as sexual victims; and

WHEREAS, the City of Pasco now desires to join the regional Southeast Regional Internet Crimes Against Children (SERICAC) Task Force, which requires amending the existing interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Amended and Restated Southeast Regional Internet Crimes Against Children Task Force Interlocal Agreement to add the City of Pasco as a member agency.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Upon Recording, Return to:

Richland City Attorney
505 Swift Blvd. MS-07
Richland, WA 99352

**AMENDED AND RESTATED SOUTHEAST REGIONAL
INTERNET CRIMES AGAINST CHILDREN TASK FORCE (SERICAC)
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter “Agreement”) is made and entered into by and between the Cities of RICHLAND, KENNEWICK and PASCO, the County of BENTON, and the Department of HOMELAND SECURITY (DHS), Immigration and Customs Enforcement, Homeland Security Investigations Seattle (“HSI-Seattle”) (collectively, the “Parties”), and shall be effective on the date on which it was executed after adoption by the legislative authority of the last executing Party.

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, The Washington Mutual Aid Peace Officer Powers Act of 1995, codified as RCW 10.93, is liberally construed to promote mutual aid and cooperative enforcement of the laws among general authority local, state, and federal agencies; and

WHEREAS, the Department of Justice (DOJ) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units; and

WHEREAS, the ICAC Task Force Program assists federal, state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases, to include investigative and forensic components, training and technical assistance, victim services and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS, the ICAC Task Force Program’s goals are to increase the investigation and prosecution of ICAC offenses, and to increase public awareness and prevention of ICAC offenses; and

WHEREAS, the national policy objectives for the ICAC Task Force Program are: (1) increase the investigative capabilities, including the effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of ICAC-qualifying (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to ICAC offenses; (4) enhance the nationwide response to ICAC offenses; and (5) develop and deliver ICAC public awareness and prevention programs; and

WHEREAS, the primary purpose of the ICAC Task Force Program is to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims; and

WHEREAS, creation of a regional ICAC Task Force comprised of local jurisdictions pooling resources and knowledge to investigate, prosecute and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims serves the public's best interest.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and upon approval of each of Party in accordance with RCW 39.34, the Parties do hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish a regional Internet Crimes Against Children (ICAC) Task Force consisting of law enforcement officers from the participating agencies who shall be responsible for investigating, prosecuting, and deterring the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims.
2. **FORMATION.** Upon the effective date of this Agreement as specified herein, there shall be established the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force consisting of law enforcement officers from the participating agencies. HSI-Seattle shall supply office space for the SERICAC Task Force. Participating law enforcement officers will, within the limitations of their resources, conduct both reactive and proactive investigations, including the following activities:
 - a. Actively engaging in undercover chats, Peer-to-Peer investigations, and monitoring other technology which could be used for the sexual exploitation of children.
 - b. Responding in a timely manner to referrals from local law enforcement agencies and CyberTips as workload and resources permit. In order to maintain a strong team capable of deploying a proactive approach, referrals shall be distributed among participating jurisdictions in a balanced and equitable ratio.
 - c. Participating in community outreach and media presentations stressing the importance of Internet safety protocols and the prevention of victimization of youth.

3. **FULL-TIME/PART-TIME PARTICIPATION.** Member agencies of SERICAC will participate on either a full-time or a part-time basis.
- a. **Full-Time Participating Agencies.** Full-time participating agencies will designate an investigator whose primary duties will be as an ICAC Detective/Agent assigned to the SERICAC Task Force. The SERICAC Task Force will attempt to work proactive and Cybertip cases primarily in the jurisdictions of the full-time participating agencies, understanding that these cases often cross jurisdictional boundaries.
 - b. Part-time participating agencies will provide resources on a part-time or “as time permits” basis. In return, the SERICAC Task Force will assist with resources and expertise, to the extent reasonably possible, when the part-time participating agency requests assistance with a case.
4. **TERM OF AGREEMENT.** This Agreement shall be of unlimited duration, subject to the termination provisions contained herein. This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor and/or posting an electronic copy of the Agreement on each Parties’ respective websites in compliance with RCW 39.34.040. The effective date of this Agreement shall be the date the last-signing Party executes the Agreement after obtaining the requisite legislative approval.
5. **WITHDRAWAL AND TERMINATION.** A party may withdraw from participation in the SERICAC Task Force by providing written notice of intent to withdraw to the chief law enforcement officer for each participating jurisdiction. Notice of withdrawal shall become effective ninety (90) days after service of the notice.
- a. **Effect of Withdrawal.** A party that withdraws from the SERICAC Task Force prior to the termination of this SERICAC Task Force Interlocal Agreement shall forfeit all equipment and monies received as the result of lawful seizure by the SERICAC Task Force, or purchased with grant funds provided to the SERICAC Task Force. Equipment provided exclusively by the participating jurisdiction for use by its representative officer shall remain the property of the agency and shall be returned. Upon return, no depreciation value shall be recognized in aging equipment.
 - b. **Termination.** This Agreement shall be terminated by mutual agreement of the local participating jurisdictions (excluding HSI-Seattle), or at the discretion of the sole remaining local jurisdiction in the event all other local participants withdraw from the SERICAC. Termination shall be effective on the 30th day following the date approval is given by the last-approving legislative body.
 - c. **Effect of Termination.** Upon termination of the SERICAC as provided in Section 5.b. of this Agreement, each participating jurisdiction shall retain ownership of the equipment and monies it received that were lawfully seized by the SERICAC.

- c. As soon as practical, Detectives assigned to the SERICAC Task Force will be designated as Task Force Officers through the Department of Homeland Security, HSI-Seattle.
 - d. Computer Forensics/Cell phone Extraction. Due to the nature of the investigations, most cases will require computer forensic examinations and/or cell phone extractions. On an “as-needed” basis, each participating jurisdiction will provide computer forensic and cell phone extraction assistance with cases originating in their jurisdiction.
 - e. SERICAC Administrator. The City of Richland shall serve in the capacity of administrative jurisdiction under this Agreement, and shall supply a supervisory person of the grade of lieutenant or captain to provide administrative oversight. Selection and retention of the SERICAC administrator shall be at the discretion of the Richland Police Chief.
 - f. Evidence Retention. Any evidence recovered by the SERICAC Task Force will be processed and stored depending on the case’s jurisdiction. For cases prosecuted by the U.S. Attorney’s Office, the evidence will be processed and retained by HSI-Seattle. When cases will be prosecuted at the state level, the evidence will be processed and retained by the Richland Police Department.
7. **GOVERNANCE**. The SERICAC Task Force shall be an affiliate of the Washington State Internet Crimes Against Children Task Force. The regional unit will abide by the following ICAC Investigation Standards:
- a. Only sworn law enforcement personnel may conduct ICAC investigations.
 - b. Each investigator involved with ICAC operations must receive ICAC training prior to initiating proactive investigations.
 - c. All ICAC investigations shall be governed by and conducted in strict compliance with the ICAC Task Force Program’s Operational and Investigative Standards to the extent that they do not contravene HSI operational and investigative policy.
 - d. Where an investigation reveals that the safety of a child is at risk, the safety and well-being of the child will clearly outweigh any consideration being given to the continued investigation.
8. **ICAC CASE PROSECUTION**. Cases investigated by the SERICAC Task Force may be prosecuted in federal or state court. SERICAC and participating agencies will consult with the U.S. Attorney’s Office and the appropriate county Prosecutor’s Office to make referral decisions that, to the greatest possible extent: (1) reflect the seriousness of the offense; (2) promote respect for the law; (3) provide just punishment for the offense; (4) afford adequate

deterrence to criminal conduct; (5) protect the public from further crimes of the defendant; and, (6) provide the defendant with the needed educational or vocational training, medical care, or other correctional treatment in the most effective manner. Prosecutors will consult with law enforcement throughout the case about charging decisions and sentencing recommendations, with prosecutors having the final authority to make such decisions. Research regarding the typical “hands-on” offense histories of those convicted as on-line offenders and child pornography offenders show that incarceration is the normal expected outcome in ICAC cases.

9. **ALLOCATION OF LIABILITY; INDEMNIFICATION.** Each party shall be responsible for the wrongful or negligent actions of its employees while assigned to the SERICAC Task Force as their respective liability shall appear under State and Federal law, and this Agreement is not intended to diminish or expand such liability.

- a. **Federal Entities.** HSI-Seattle, as part of the United States government, is bound by federal laws including the FTCA and the Anti-Deficiency Act, 31 U.S.C. § 1341. HSI-Seattle is effectively “self-insured” under the FTCA, which provides the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI-Seattle’s employees while those employees are acting within the scope of their offices. The United States is liable to the same extent an individual would be in like circumstances. The FTCA substitutes the United States as the defendant in such a suit and the United States—not the individual employee—bears any resulting liability.
- b. **State/Local Entities.** Pasco, Kennewick, Richland and Benton County promise to hold harmless and release each other from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:
 - i. Waive any defense arising out of RCW Title 51.
 - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability, including, but not limited to, an assertion that the officer(s) was acting beyond the scope of his or her employment.
 - iii. Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer elect to make said payment voluntarily. This

Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. **NOTICES.** Written notice shall be directed to the Parties as follows:

Benton County Sheriff
7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
(509) 786-5615

Kennewick Chief of Police
211 W. 6th Avenue
Kennewick, WA 99336
509-585-4208

Richland Chief of Police
625 Swift Blvd. MS-17
Richland, WA 99352
(509) 942-7340

HSI-Seattle
Resident Agent in Charge Yakima
402 East Yakima Ave, Suite 1000
Yakima, WA 98901
509-469-0898

Pasco Chief of Police
215 W. Sylvester Street
Pasco, WA 99301
509-544-3421

11. **PUBLIC RECORDS.** The intent of the Parties is for all records related to SERICAC investigations to be generated and maintained in the HSI database or on HSI devices. To comply with SERICAC's obligation to respond to public records requests, and to minimize legal risk to each participating jurisdiction, the Parties agree that all requests for SERICAC Task Force records maintained in the HSI database or generated on HSI devices shall be processed by HSI-Seattle. To the extent that legal review is needed to respond to a request, the ICE Office of the Principal Legal Advisor and/or the U.S. Attorney's Office shall provide the review. In fulfilling the request, the Parties acknowledge that HSI-Seattle has the ultimate authority to release or withhold records pursuant to the Freedom of Information Act. In the event any Party to this Agreement other than HSI-Seattle holds records related to a SERICAC investigation that are subject to disclosure under the Washington Public Records Act, said Party agrees to give timely notice to HSI-Seattle prior to disclosure, and to coordinate the records response; provided, however, that such coordination shall not abrogate the Party's authority to determine the applicability of any statutory exemption available under state or federal law.
12. **STATISTICS REPORTING.** Prior to December 31 of each calendar year, Richland, as the administrative jurisdiction, shall provide to each participating city and county crime statistics for cases investigated and/or prosecuted in their jurisdiction under Washington state law by the SERICAC Task Force.
13. **ACQUISITION AND USE OF EQUIPMENT.** All equipment purchased for the SERICAC Task Force using OJJDP grant funds or Washington State ICAC funds are the property of the Washington State ICAC Task Force, and shall be considered "on loan" from such entity. Upon

termination of this Agreement, The Washington State ICAC Task Force Commander shall be responsible for either reallocating the equipment to any jurisdiction still investigating ICAC cases, or reclaiming possession of the equipment.

14. **SEIZURES; FORFEITURES.** All seizures effectuated by the SERICAC Task Force under RCW 10.105.010(2) or RCW 9.68A shall be forwarded to the contracted prosecutor for the City of Richland for review and prosecution. Richland's contracted prosecutor shall retain prosecutorial discretion in reviewing, pursuing, negotiating and/or dismissing any forfeiture case presented for prosecution. Richland's contracted prosecutor will coordinate with participating agencies as necessary. Seizures under federal law will be prosecuted by the U.S. Attorney's Office. All forfeitures and proceeds from forfeitures that result from SERICAC Task Force seizures shall be allocated to the SERICAC Task Force for ongoing operational needs.
15. **FUNDING.** The full-time participating agencies commit to the following funding obligations in support of training and equipment for the SERICAC Task Force:
 - a. **Training.** Each participating agency contributing an investigator shall, at its sole cost and expense, send its investigator to one (1) national ICAC conference per year. This training is in addition to the training necessary for the investigator to become qualified to investigate ICAC cases (i.e., Basic Computer Investigations, Undercover Chat, P2P, etc.). This training shall also be provided at the participating agency's sole cost and expense.
 - b. **Equipment.** Each participating agency contributing an investigator shall, at its sole cost and expense, provide the investigator with an unmarked vehicle and basic computer equipment.
 - c. **Financial Contribution.** Each full-time participating agency contributing an investigator, other than HSI Seattle, shall contribute \$5,000 annually to the SERICAC budget to secure the purchase of UC computers, data storage devices, network equipment, software licensing, equipment for field searches, router identification, and other similar technology tools. This annual financial contribution is due on or before December 31 of each year. HSI-Seattle agrees to provide office space to include a designated forensic lab room and overtime reimbursement for federal cases worked by members of the task force pursuant to the terms of the separate State and Local Overtime (SLOT) Agreement.
16. **NO LEGAL ENTITY.** No separate legal entity is created upon execution of this Interlocal Cooperation Agreement.
17. **AMENDMENT.** This Agreement may be amended from time-to-time as deemed appropriate by the Parties, provided that such amendment shall become effective only after it has been

adopted in writing by authorized representatives of each of the Parties after legislative approval.

18. **SEVERABILITY**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.
19. **GOVERNING LAW; VENUE**. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington. Any action relating to the interpretation, enforcement or any dispute arising from this Agreement involving HSI-Seattle shall be heard in U.S. Federal District Court and shall be determined in accordance with the laws and regulations of the United States.
20. **INTEGRATION**. This Agreement and the application contain all the terms and conditions agreed upon by the Parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions pursuant to Chapter 10.93 RCW. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. This Agreement shall expressly supersede all prior Agreements among the jurisdictions regarding the SERICAC Task Force creation, operation, and administration.
21. **WAIVER**. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

City of Richland

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

Attest: _____
Jennifer Rogers
City Clerk

Approved As to Form:

Heather Kintzley
City Attorney

County of Benton

By: Michael Alvarez Date
Benton County Commissioner

By: Eric Eisinger Date
Benton County Prosecuting Attorney

By: Jerome Delvin Date
Chair, Benton County Commissioner

By: Michael Clark Date
Benton County Sheriff

By: William McKay Date
Benton County Commissioner

Attest:

Clerk of the Board

Approved as to Form:

By: Jeffrey Aultman
Chief Deputy Prosecuting Attorney, Civil

City of Pasco

By: _____ Date
Harold L. Stewart II
City Manager

Attest: _____
Krystle Shanks
City Clerk

Approved As to Form:

Daniel Kenny
Pasco City Attorney

City of Kennewick

By: _____
Erin Erdman
City Manager

_____ Date

Attest: _____
Krystal Johnston
City Clerk

Approved As to Form:

Laurencio Sanguino
City Attorney

HSI-Seattle

By: _____
Bradford A. Bench
Special Agent in Charge Seattle

_____ Date

Attest: _____

Approved As to Form:

Anne P. McElearney
Seattle Office of the Chief Counsel/ OPLA
Legal Counsel for HSI-Seattle



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority 4 - Quality of Life

Subject

Resolution No. 2026-12, Ratifying a Grant Application to Greater Health Now for Mobile Integrated Healthcare Program Funding

Department/Office

Fire & Emergency Services

Ordinance/Resolution Number

2026-12

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-12, ratifying the City's submission of a grant application to Greater Health Now, and authorizing the City Manager to sign and execute an agreement with Greater Health Now for Mobile Integrated Healthcare Program funding, if the application is successful.

Summary

The Richland Fire & Emergency Services (RFES) Community Resources Navigation (CRN) Program provides patient-centered services that address social determinants of health and support a thriving, safe, healthy, and resilient community. The program serves vulnerable populations, including frequent 911 utilizers; individuals with substance, alcohol, or opioid use disorders; individuals experiencing severe mental illness or co-occurring disorders; unhoused individuals; veterans; and low-income households.

The CRN Program provides light-touch, client-driven case management through referrals from Emergency Management Services (EMS) crews, City departments (including Code Enforcement, Law Enforcement, and Parks), and community partners. Services are tailored to individual needs and goals, developed collaboratively using motivational interviewing, harm reduction, and housing-first principles.

In 2025, 62.4% of RFES call volume involved patients aged 60 or older, with 37.3% of those calls resulting in no transport. This data indicates a significant opportunity to provide proactive outreach and care coordination for older adults who frequently interact with emergency services but may not require hospital transport.

Greater Health Now (GHN), a Washington State Accountable Community of Health (ACH), is a non-profit organization focused on improving healthcare for Eastern Washington by connecting social needs to clinical care, coordinating community services, and bridging healthcare gaps. GHN currently supports Mobile Integrated Health Programs at four eastern Washington fire departments. The focus of these grant-funded programs is to diminish non-critical 911 calls and unnecessary visits to the emergency department through community resource navigation and community paramedic programs.

RFES intends to use the proposed grant funding to add a Geriatric Care Specialist position within the CRN Program. This position would enhance proactive referrals, conduct targeted outreach with senior service agencies, and provide case management to assist older adults and their families in navigating the eldercare system. The position would also advocate for client needs and provide education on available services and care options.

Staff recommends adoption of Resolution No. 2026-12.

Fiscal Impact

Acceptance of the grant funds from Greater Health Now would fully fund a second Community Resource Navigator position in an amount not to exceed \$200,000 per year, with no required matching funds. Grant funding is subject to annual renewal, contingent upon grant availability, compliance with grant requirements, and continued City Council approval.

Attachments

1. Resolution No. 2026-12
2. 2026 Mobile Integrated Healthcare Grant Application

RESOLUTION NO. 2026-12

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING SUBMITTAL AND ACCEPTING GRANT FUNDS
FROM GREATER HEALTH NOW FOR MOBILE INTEGRATED
HEALTHCARE PROGRAM FUNDING.**

WHEREAS, the City of Richland currently employs a Community Resources Navigator who provides services to the community to improve community health outcomes, reduce unnecessary emergency responses, and connect residents with appropriate medical, behavioral health, and social service resources; and

WHEREAS, Greater Health Now (GHN), a Washington State Accountable Community of Health (ACH), is a non-profit organization focused on improving healthcare for Eastern Washington by connecting social needs to clinical care, coordinating community services, and bridging healthcare gaps; and

WHEREAS, GHN's grant application would allow the City to utilize grant funds in an amount not to exceed \$200,000 per year, with no required matching funds, to fund a second Community Resources Navigator position to enhance service delivery, care coordination and community outreach; and

WHEREAS, the grant funding is subject to annual renewal, contingent upon grant availability, compliance with grant requirements, and continued City Council approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff's application to Greater Health Now for funds of up to \$200,000 is hereby ratified.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to receive the grant funds in the event staff's application is successful.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Purpose & Background

Greater Health Now (GHN), an Accountable Community of Health, operating under the Washington State Health Care Authority (HCA), is building a Community Care HUB to strengthen regional health equity and integrated care. The HUB will serve as a centralized system connecting individuals to health and social services through coordinated, data-driven strategies.

This model enables closed-loop referrals, fosters collaboration among providers and community organizations, and ensures timely, person-centered care. GHN's approach enhances regional capacity and resilience through strong partnerships and efficient resource navigation.

To advance this work, GHN seeks to partner with Mobile Integrated Healthcare (MIH) programs by funding key roles, supporting workforce development, and providing technical assistance—positioning MIH teams as critical contributors to the HUB's success.

Grant Funding

- GHN will provide funding for up to eight Mobile Integrated Healthcare (MIH) programs.
- Any award under this proposal is contingent upon continued funding availability.

Agency Requirements

Contracted MIH programs shall:

- Submit quarterly performance reports in a format specified by GHN.
- Participate in three consultations per quarter with the assigned GHN Functional Specialist.
- Attend and actively participate in two GHN-sponsored learning sessions per quarter.
- Engage in collaborative meetings with other MIH programs as directed by GHN.

Incentive Payment Eligibility

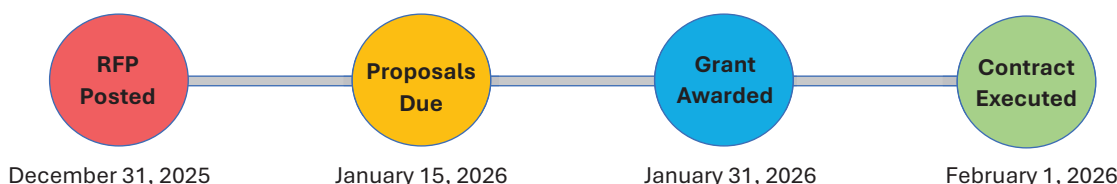
Programs may qualify for additional incentive payments by:

- Establishing and utilizing a systematic referral process to the GHN Community Care HUB.
- Implementing and maintaining use of *PointClickCare*® for care coordination.
- Applying the Patient Activation Measure (PAM) survey in service delivery.
- Completing a Sustainable Funding Project Plan and demonstrating required outputs/outcomes.

GHN Support

In addition to grant funding, GHN will provide:

- Technical assistance through a designated Functional Specialist.
- Access to GHN-sponsored learning and development opportunities.

Timeline



2026 Mobile Integrated Healthcare – Request for Proposal

Application Due Date: 5:00 PM PST, January 15, 2026

Email questions & completed applications to: asandidge@greaterhealthnow.org

GRANT FUNDING APPLICATION – 2026 MIH PROGRAM

Section 1: Program Sponsor/Agency Information

Our program name is: Richland Fire and Emergency Services

Our program location (city, county) is: Richland, WA

Our hours of operation are: 08:00 am - 4:30 pm

Our program start date (month/year) is: Oct 2023

We have been in continuous operation since inception: ☒ Yes ☐ No

If no, explain any disruption: _____

Section 2: Agency Staffing

To list more than 7 staff members, attach a blank sheet.

Name	Title	Licensure/Certification	FTE
Capt. Tim Birch	Medical Officer	Paramedic	Yes
Nylah Holt	Community Resources	CHW	Yes

Section 3: Program Description

Provide a brief overview of your MIH program: goals, services offered, and target population:

Section 4: EMS Operational Details

Our EMS call volume is: Enter numeric value 6,719.00 then check one: ☐ Calls Daily ☐ Calls Monthly ☒ Calls Annually

Our Medical Director (MIH/Community Paramedicine) is: _____

Our EMS Agency Medical Director (if different) is: Kevin Hodges, MD

State or local authority under which our program operates is:

City of Richland

Section 5: Technology & Tools

Our current patient documentation platform is called:

Image Trend

- We access PointClickCare® by Collective Medical: ☐ Yes ☒ No
 - If yes, do you use it regularly? ☐ Yes ☐ No
- We use the Patient Activation Measure (PAM) survey: ☐ Yes ☒ No

Section 6: Partnerships & Healthcare Affiliations

Contracted health plans/insurers: _____

Contracted hospitals: Kadlec Regional Medical Center, TRIOS, Lourdes

Contracted physician practices/medical homes: _____

Other healthcare organizations (home health, etc.): _____

Community-Based Organizations (DME, food, transportation): Ben-Franklin Transit, Tri-Cities Community Health, WSU Tri-Cities

Describe how these partnerships advance strategic goals, improve outcomes, or expand services:

Section 7: Funding & Sustainability

Our current funding sources are: ☒ Agency Funds ☐ Grant Support ☐ 3rd Party Payers ☒ Tax Revenue ☐ Other

The statistics we report to our funding entities are: Annual report showing a balanced budget and Call for Service data/trends

Our sustainability plan narrative: Richland Fire intends to submit an expanded program request for this position to obtain City funding however utilizing data from the current CRN program and data collected via this additional skill set and capacity.

Section 8: Funding Sustainability

Provide a brief narrative describing the current plan for funding sustainability of your MIH program. Include key goals, anticipated outcomes, and the mechanisms that will be used to monitor and evaluate progress.

The current two positions are fully funded through the city, however additional staff must be acquired via expanded program requests, which are submitted once annually in June and determination is provided the following November. All city departments submit requests and the City then selects the most viable options, thus funding is not assured.

Section 9: Budget Proposal

Attach a detailed budget proposal for use of grant funds. Include line items for staffing, equipment, training, and other expenses.

Section 10: Future Adjustments

If currently contracted with GHN, what adjustments would you make in the next year to maximize impact and enhance care coordination?

Do not mark below this line.

2026 Scoring Rubric

Evaluator(s)	Application Submitted By				Their Role at Agency
Criterion	4 Exemplary	3 Adequate	1 Needs Improvement	0 Insufficient	Comments/Notes
Fully completed application submitted timely?					
Demonstrated capacity to start or expand program quickly?					
Clear description of innovative goals?					
Currently billing for any aspect of response program: Y / N					
Data is collected and utilized? Software used?					
Demonstrated capacity to braid multiple types of funding?					
Demonstrated partnerships with behavioral health agencies, or others?					
Listed staff and their certifications and FTE?					
Demonstrated willingness, etc.?					
Sufficiently addressed potential obstacles?					
Describes plan to sustain services after grant period?					
Ability to report on sufficient metrics for quarterly reports?					
Criterion	4 Exemplary	3 Adequate	1 Needs Improvement	0 Insufficient	Comments/Notes
Sustainability?					
Inclusion of other staff?					
Clear description of use of funds?					
Proposed use of funds support grant objectives?					
Submitted detailed budget (section 9)?					
Total Score					
Recommend Funding?	Yes	Partial	No		



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-13, Authorizing a Professional Services Agreement with Cross Reiter, Inc. for Columbia River Shoreline Stabilization Design Services

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number
2026-13

Document Type
Resolution

Recommended Motion

Adopt Resolution No. 2026-13, authorizing the City Manager to sign and execute a professional services agreement with Cross Reiter, Inc. in an amount not to exceed \$194,866 for engineered shoreline stabilization design, permitting support, bidding assistance, and construction observation for the Columbia River Shoreline Stabilization project.

Summary

Sections of the Columbia River shoreline near the Riverfront Hotel and Columbia Point Marina Park continue to experience erosion that threatens trail infrastructure, park amenities, and public access. These shoreline areas are owned by the U.S. Army Corps of Engineers and leased to the City for recreational use. Erosion along the shoreline at Columbia Point Marina Park is also encroaching beyond the leased boundary and impacting adjacent city parkland and assets.

In 2024, the City engaged Cross Reiter, Inc. to complete a geotechnical evaluation of the affected shoreline areas (see Contract No. 419-24). The consultant's analysis confirmed the extent of erosion and identified engineered stabilization approaches necessary to protect public infrastructure and park assets.

To advance the project, additional design and permitting services are required to develop bid-ready construction documents and provide limited construction phase support. Staff recommends entering into a new professional services agreement with Cross Reiter, Inc. for this next phase of work. Due to the City's significant prior investment in the completed geotechnical analysis, Cross Reiter's unique familiarity with site conditions, and the specialized nature of the work, the City Manager has approved a waiver of the competitive solicitation process, pursuant to City procurement requirements.

The proposed agreement authorizes an amount not to exceed \$194,866 and extends through December 31, 2027.

Staff recommends adoption of Resolution No. 2026-13.

Fiscal Impact

The proposed agreement with Cross Reiter, Inc. authorizes an amount not to exceed \$194,866. Sufficient funds are available in the 2026 Parks & Public Facilities Capital Improvement Program (CIP), identified as Riverfront Trail Stabilization.

Attachments

1. Resolution No. 2026-13
2. Proposed Cross Reiter - Shoreline - Engineering Services Agreement

RESOLUTION NO. 2026-13

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH CROSS REITER, INC. FOR COLUMBIA RIVER SHORELINE
STABILIZATION DESIGN SERVICES.**

WHEREAS, the Columbia River shoreline is susceptible to erosion due to high water and other river operation conditions; and

WHEREAS, the shoreline is owned by the United States Army Corps of Engineers, and leased to the City of Richland for recreational purposes; and

WHEREAS, local, state, and federal regulations govern the use and management of the Columbia River shoreline; and

WHEREAS, the shoreline erosion between Columbia Point Marina and the Riverfront Hotel, and at Columbia Point Marina Park, is in need of repair; and

WHEREAS, per RMC 26.40.010, a geotechnical analysis of the Columbia River shoreline between Columbia Point Marina and the Riverfront Hotel, and at Columbia Point Marina Park, was completed by consultant Cross Reiter, Inc. per Richland Contract No. 419-24 executed on October 17, 2024; and

WHEREAS, the geotechnical analysis report recommends engineered solutions for the shoreline erosion near the Riverfront Hotel and Columbia Point Marina Park locations; and

WHEREAS, specialized geotechnical and environmental engineering design services are needed; and

WHEREAS, pursuant to City purchasing policies, a competitive solicitation exemption has been approved by the City Manager based on the City's prior investment in the completed geotechnical analysis, Cross Reiter, Inc.'s unique familiarity with the project sites, the specialized nature of the required services, and the potential for duplicative costs and inefficiencies associated with engaging a different consultant; and

WHEREAS, Cross Reiter, Inc. previously completed the geotechnical analysis for these shoreline segments and is well qualified to complete the necessary design, permitting, and engineering work; and

WHEREAS, a scope of work and budget have been negotiated with Cross Reiter, Inc. that provides the City with the necessary services at a reasonable price; and

WHEREAS, the City's best interests are served by entering into a professional services agreement with Cross Reiter, Inc. to complete bid-ready construction documents to stabilize the shoreline near the Riverfront Hotel and Columbia Point Marina Park, provide permitting and

bidding support, offer part-time construction observation, and to deliver environmental services for the Riverfront Hotel shoreline location.

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 professional services agreement with Cross Reiter, Inc. in an amount not to exceed \$194,866.00 to complete engineered shoreline stabilization design, permitting, and construction support services at the Riverfront Hotel and Columbia Point Marina Park shoreline locations.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Columbia River Shoreline Stabilization Engineering Services

This Agreement is entered into this _____ day of February, 2026 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Cross Reiter, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 5912 Road 122, Pasco, WA 99301. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2027.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Ninety-Four Thousand Eight Hundred Sixty-Six Dollars and No Cents (\$194,866.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Laura L. Reiter, P.E., President
Name of Firm: Cross Reiter, Inc.
Address: 5912 Road 122
Address: Pasco, WA 99301
Email: laura@crossreiter.com
Phone Number: (509) 202-3708

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached.

Draft



October 15, 2025

Marc La Vanway, PE
City of Richland

Re: Proposal for Engineering Design Services
City of Richland Columbia River Shoreline Stabilization
Cross Reiter Project No. 03725G-RIC

Dear Marc:

Thank you for this opportunity to provide a proposal for engineering design services related to the City of Richland's (City) Columbia River Shoreline Stabilization Project (Project). Cross Reiter, Inc. (Cross Reiter) prioritizes professionalism, a commitment to delivering high-quality work, and responsiveness to our clients' needs. We are confident that our team's qualifications and experience will bring value to the Project. This proposal includes our understanding of the Project, our proposed scope of work, our schedule, and our fee for your consideration.

Project Understanding and Background

In 2024 the City of Richland solicited qualifications from consultants to provide geotechnical engineering services in support of proposed stabilization measures along the Columbia River shoreline near the Riverfront Hotel. Later, the City identified additional eroded areas at Columbia Point Marina Park that were added to the Project. Portions of the shoreline are eroding, resulting in slope retreat and undermining the City's riverfront recreational trail. The Project goals are to repair eroded areas and stabilize the shoreline to protect the City's riverfront recreational trail and appurtenant amenities.

Previous Work To-Date

Cross Reiter completed a geotechnical engineering evaluation for the Project in accordance with Richland Municipal Code (RMC) 26.040.010 and provided recommendations for geotechnically feasible shoreline stabilization alternatives at the Site¹. Cross Reiter also authored a supplemental memorandum with conceptual repair alternatives for the localized eroded areas at Columbia Point Marina Park².

Proposed Stabilization Techniques

Proposed stabilization techniques will include a combination of toe protection and bank treatment, including rock armoring, vegetated reinforced soil, and bank reshaping and revegetation. We understand the United States Army Corps of Engineers (USACE) has expressed a preference for vegetated reinforced soil where feasible. The selected combination of stabilization techniques included on the Project will consider input from USACE, the City, geotechnical considerations, hydraulic/hydrologic considerations, and logistical constraints (e.g., space limitations, tree impacts, etc.)

Proposed Scope of Work

Under this scope of work, Cross Reiter will advance the Project design and prepare construction drawings, technical specifications, and cost opinions for the proposed improvements (i.e., plans, specifications, and estimates [PS&E]). We will also provide engineering support to the City during Project bidding and construction. We will supplement our team with two highly qualified subconsultants: a hydraulic/hydrologic engineer experienced with coastal engineering and shoreline stabilization and a certified arborist experienced with tree removals and revegetation activities.

Key Project Assumptions

Key general assumptions that have informed this scope of work are described below. Additional, task-specific assumptions are also included in the subsequent sections.

¹ Cross Reiter, 2025. Geotechnical Engineering Report. City of Richland Columbia River Shoreline Stabilization. 03725G-RIC. July 25, 2025.

² Cross Reiter, 2025. Conceptual Repair Alternatives for Localized Erosion. Draft. 03725G-RIC. June 5, 2025.

- The Project Site includes two separate locations. The Project plans, specifications, and estimates will utilize separate bid schedules for each location:
 - **Schedule A:** This reach includes approximately 2,000 linear feet of shoreline fronting the Riverfront Hotel and upstream of the Bradley Boulevard Trailhead for the City's riverfront recreational trail. We assume the Project will be focused on the upper 1,600 feet of this reach where erosion is the most severe.
 - **Schedule B:** This reach includes approximately 1,400 linear feet of shoreline at Columbia Point Marina Park located west of the I-182 bridge and east of the Columbia Point Marina. We assume the Project will include approximately five (5) targeted "spot repairs" along this reach at areas of localized erosion. The Project will stabilize approximately 500 linear feet of shoreline total at this location while minimizing tree impacts to the maximum extent practical.
- We assume key Project elements will generally match those described in our previously issued geotechnical report and conceptual repair memorandum.
- This scope of work assumes key Project goals are to (1) minimize work below the ordinary high water elevation to the maximum extent practical, and (2) maintain the existing riverfront recreational trail in its current location where feasible. If these goals conflict, we assume the City will determine their preferred balance. The City should be aware that in-water work or adjustments to the trail alignment may be required as the design progresses. Our work will be based on the ordinary high water elevation provided by the City.
- All permitting and public/stakeholder/agency outreach will be led by the City. This scope does not include time for permitting or public/stakeholder/agency coordination.
- Our scope of work does not include environmental engineering services related to the historic Columbia Point Landfill, Tract D, which is located adjacent to the shoreline. We understand the City will be working with a separate consultant to complete subsurface investigations of the landfill over the next year and advance any potential cleanup actions. We assume that Project environmental requirements will be defined by others and incorporated into the Project plans and specifications at a later date. This includes any special soil/groundwater handling, disposal, and remediation requirements and any environmental permitting with the Washington State Department of Ecology or other agencies that may be required. Hazardous materials encountered during construction will need to be addressed by others.

Tasks

We will complete the following specific tasks under this scope of work:

Task 1 - Plans, Specifications, and Estimates (PS&E)

We will prepare draft construction drawings at up to three (3) deliverable submittal milestones (i.e., 30 percent, 60 percent, and 90 percent submittals). We will develop our drawings using AutoCAD Civil3D. We assume our construction drawings will be prepared mostly at a scale of 1 inch equals 20 feet and will require up to approximately 28 pages total. We assume the plan set will include the following sheets:

- Cover Sheet, General Notes, Legends, and Sheet Index (up to 2 sheets)
- Construction Access, Material/Equipment Staging, and Trail Closure/Detour Plans (up to 2 sheets)
- Horizontal Control, Demolition, and Erosion & Sedimentation Control Plans (up to 6 sheets)
- Shoreline Stabilization and Grading Plans (up to 6 sheets)
- Shoreline Stabilization Typical Details (up to 3 sheets)
- Grading Cross Sections (up to 2 sheets)
- Surface Restoration, Pedestrian Handrail, and Trail Paving Plan (up to 2 sheets)
- Revegetation Plans (up to 3 sheets; to be included at 60% milestone)
- Revegetation Details (up to 2 sheets; to be included at 60% milestone)

We will provide draft technical specifications at up to two (2) deliverable submittal milestones (i.e., 60 percent and 90 percent submittals). No specifications will be provided at the 30% milestone. The technical

specifications will be based on the City's Public Works Standards and Project-specific amendments, modifications, and supplements to the special provisions of the Washington State Department of Transportation (WSDOT) Standard Specifications.

We will provide draft opinions of probable construction costs at up to three (3) deliverable submittal milestones (i.e., 30 percent, 60 percent, and 90 percent submittals) using estimates of material quantities and typical unit costs from WSDOT's published bid tab database. We will use WSDOT standard items and measurement and payment provisions for the Project to the maximum extent practical.

We will respond to one (1) set of consolidated written comments from the City and USACE at each PS&E deliverable milestone (i.e., 30 percent, 60 percent, and 90 percent submittals), then issue a final bid set for the Project stamped by a professional engineer registered in the State of Washington.

Deliverables

- *Construction drawings at 30%, 60%, 90%, and final milestones.*
- *Technical specifications at 60%, 90%, and final milestones*
- *Cost opinions at 30%, 60%, 90%, and final milestones.*

Assumptions and Exclusions

- *Our deliverables will be provided as electronic PDF files transmitted via email, no hard copies will be provided.*
- *Our work includes up to four (4) hours for preparation of "front-end" bid documents (i.e., general provisions, proposal/bid/bond/contract forms, calls for bids, etc.) We will provide technical specifications corresponding to WSDOT Special Provisions Divisions 2 through 8. We assume the City will provide us with template specifications and front-end documents in Microsoft Word format that meet the City's expected formatting and standards.*
- *This task includes up to ten (10) hours to update and reissue a final geotechnical engineering report for the proposed improvements that incorporates changes made during the design phase.*
- *We assume the Project will not require any subsurface utility engineering, stormwater management elements (e.g., drainage reports, treatment/flow control), in-water work elements (e.g., disturbance below ordinary high water, cofferdams and dewatering, turbidity curtains, in-water habitat elements etc.), aquatic take calculations, or public water/shoreline access elements (e.g., stairs, beaches, etc.) If the City determines that these elements are necessary, they will need to be completed under a separate scope of work.*
- *We will rely on survey, LIDAR, aerial photography, bathymetry, and GIS data provided by the City (or otherwise available to the public) to use as a base for our drawings. We will request the City provide additional survey or GIS information (e.g., topography, trees, utilities, horizontal/vertical control points, or delineation of nearby property/easement boundaries) as necessary. Cross Reiter will rely on the accuracy and completeness of information, data, and materials provided by the City or others. We assume spatial information will be provided in appropriate horizontal and vertical datums. This scope of work does not include surveying.*
- *If it becomes necessary to relocate portions of the riverfront recreational trail alignment, we assume it will be acceptable to encroach into Benton County parcels 114981020564010 and 114981013234004, which are owned by the City. Our scope does not include determination of property ownership boundaries or assistance with easements or lease agreements.*
- *We understand there is an existing 48" diameter reinforced concrete City wastewater outfall at the Site. We assume this outfall will not conflict with the proposed improvements. We assume the City will provide us with available as-built drawings and record drawings for the outfall to inform our design.*
- *Our work does not include structural engineering, electrical engineering, detailed irrigation engineering, archeology, or fisheries science.*

Task 2 – Hydraulic/Hydrologic Engineering Support

We will subcontract with a qualified hydraulic/hydrologic engineering consultant to support our work (Northwest Hydraulic Consultants [NHC]). NHC will complete targeted hydraulic/hydrologic modeling and analysis for the Project, with an emphasis on defining wind- and vessel-driven wave heights, river velocities, and shear stresses to inform detailed design of toe protection and bank treatment elements. They will also provide input on the Project plans, specifications, and cost opinions.

Please refer to the detailed scope of work provided by our hydraulic/hydrologic engineering subconsultant for additional information, which is attached as **Attachment B** and hereby incorporated into this proposal.

Deliverables

- *Technical memorandum documenting hydraulic/hydrologic conclusions and recommendations.*

Assumptions and Exclusions

- *Please refer to the detailed scope of work prepared by our hydraulic/hydrologic engineering subconsultant (**Attachment B**) for assumptions and exclusions pertinent to the task.*

Task 3 – Arboriculture and Revegetation Support

We will subcontract with a qualified arboriculture and revegetation planning consultant to support our work (Starbird Environmental [Starbird]). Starbird will complete an arboriculture assessment to support required tree removal activities and identify healthy, native trees suitable for retention. They will evaluate conditions to inform riparian and upland revegetation elements, particularly tree and shrub/understory species selection and optimal spacing/density. They will also provide input on the Project plans, specifications, and cost opinions.

Please refer to the detailed scope of work provided by our arboriculture and revegetation planning subconsultant for additional information, which is attached as **Attachment C** and hereby incorporated into this proposal.

Deliverables

- *Technical memorandum documenting arboriculture and revegetation conclusions and recommendations.*

Assumptions and Exclusions

- *Please refer to the detailed scope of work prepared by our arboriculture and revegetation planning subconsultant (**Attachment C**) for assumptions and exclusions pertinent to the task.*

Task 4 – Bidding and Construction Support

We assume the City will lead bidding, award, and construction management tasks, but may require support from Cross Reiter to respond to bidder/contractor questions, attend meetings, and/or perform construction inspections. This scope includes up to sixteen (16) hours of bidding and construction support, to be provided as requested by the City on an as-needed basis. Additional construction support, if required, can be provided on a time-and-materials basis upon written authorization from the City.

Deliverables

- *Written responses to bidder or contractor questions.*
- *Inspection reports.*

Assumptions and Exclusions

- *We assume the City will request bidding and construction support on an as-needed basis via email.*

Task 5 – Project Management

We will attend meetings and correspond with the City as required to advance the Project. We will also manage our own internal resources and those of our subcontractors.

Schedule

We understand the City plans to advance the Project design and permitting process over the next year and potentially construct the Project during the winter of 2026/2027. We are prepared to meet or exceed this schedule. We estimate we can provide 30% PS&E deliverables within approximately three to four months following notice to proceed. We expect to address City or USACE comments at each milestone deliverable within approximately one to two months of receipt.

Fee

We propose to complete this scope of work on a time and materials basis with a total not-to-exceed base budget of **\$194,866**. A breakdown of our budget estimate, on a per-task basis, is shown below. We will invoice monthly for work performed.

Table 1. Time and Materials Base Budget Estimate

Task	Cross Reiter Labor	Subcontractors & Direct Expenses ¹	Total
1 – Plans, Specifications, and Estimates (PS&E)	\$81,044	-	\$81,044
2 – Hydraulic/Hydrologic Engineering Support	-	\$71,795	\$71,795
3 – Arboriculture and Revegetation Support	-	\$34,395	\$34,395
4 – Bidding & Construction Support	\$3,392	-	\$3,392
5 – Project Management	\$4,240	-	\$4,240
TOTAL T&M BUDGET:	\$88,676	\$106,190	\$194,866

¹ Northwest Hydraulic Consultants, Starbird Environmental. See **Attachment B** and **Attachment C**.

Assumptions and Exclusions

- *Our services are provided within the limits of the agreed-upon scope and in accordance with the standard of practice at the time in which the services are provided. No warranties are made, expressed, or implied.*

Closure

We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. Cross Reiter's Services will be provided in accordance with the attached Schedule of Charges.



Laura L. Reiter, PE
President
laura@crossreiter.com

Attachments:

- A – Schedule of Charges
- B – Hydraulic/Hydrologic Subconsultant Scope of Work
- C – Arboriculture and Revegetation Planning Subconsultant Scope of Work

ATTACHMENT A
SCHEDULE OF CHARGES

Draft

Schedule of Charges

Effective January 2025

Unless stated otherwise in the proposal or services agreement, our current rates are as follows:

Professional Engineering Personnel

	Hourly Rate
Laura Reiter, PE, Principal Engineer	\$212
Michael Reiter, PE, Principal Engineer	\$206
Other Civil or Geotechnical Engineer	\$206

Other Charges

Mileage	Maximum Standard Rate Allowable by IRS
Subcontractors	Cost + 15%
Direct Expenses	Cost + 15%

ATTACHMENT B
HYDRAULIC/HYDROLOGIC SUBCONSULTANT SCOPE OF WORK

Draft

Northwest Hydraulic Consultants Inc.

12787 Gateway Drive S.
Seattle, WA 98168
Tel: 206.241.6000
www.nhcwater.com



NHC Reference No. 2010314
October 15, 2025

Cross Reiter, Inc.
(503) 915-8169

Attention: Mike Reiter, PE
Via email: mike@crossreiter.com

Re: **Richland Bank Stabilization**
Proposal for H&H Support for Bank Repairs

1 INTRODUCTION

The City of Richland (City) has been experiencing long-term erosion along portions of the Columbia River shoreline at Columbia Point Marina Park and along the Riverfront Trail north of the marina. To address these issues, the City has been working with various consultants. Since last year, Cross Reiter, Inc. has been assisting the City with stabilization of an eroding reach of the Columbia River shoreline on property owned by both the City and the U.S. Army Corps of Engineers (USACE) in Richland, Washington (the Tri-Cities). Cross Reiter has completed a geotechnical evaluation and prepared a preliminary memorandum for two separate locations.

The City has now requested Cross Reiter to provide a scope and fee for preliminary and final design of the bank stabilization measures. Cross Reiter requested Northwest Hydraulic Consultants (NHC) to prepare a scope and fee for hydraulic and hydrologic support in a subconsultant role. This document outlines the proposed scope of work and estimated budget for that support.

SCOPE OF WORK

The following summary outlines the scope of work that NHC will perform in support of the Richland bank stabilization project.

Task 1: Project Management and Meetings

NHC will provide monthly project progress reports and invoices to Cross Reiter, Inc. NHC will also hold internal meetings and meetings with Cross Reiter to discuss project progress, technical matters, and other necessary coordination.

Task 2: Vessel-generated wakes

Vessel-generated wakes are expected to provide constant wave action and be a primary contributor to bank erosion. A cursory review of satellite imagery indicates the presence of a substantial number of recreational and commercial vessels in the project area. Speed and proximity to the bankline are key factors influencing vessel-generated wakes; therefore, recreational vessel traffic may play an important role in bankline erosion, particularly since these vessels often travel at higher speeds and may approach closer to the bankline, with some operators not strictly adhering to recreational boating rules. NHC will assess recreational vessel traffic patterns and conduct a wake assessment. NHC will use available reports, surveys and anecdotal information in this analysis. In addition, NHC will review Mott MacDonald's prior work on large vessel traffic and update it with more recent traffic data, as available.

Task 3: Wind-generated waves

Prior wind analysis by Mott MacDonald indicated that dominant winds come from the south and southwest, and the study site is generally sheltered from those directions. However, the analysis also showed noticeable winds from the north and northwest. Although fetch in that direction is limited by the presence of several islands, strong winds could still generate measurable wave heights. NHC recently performed a wind analysis using data from Pasco Tri-Cities Airport and developed a SWAN model, a 2D nearshore wave model, to estimate wind-generated wave heights for a downstream reach at the confluence of the Snake and Columbia Rivers. NHC anticipates it will require relatively low effort to update the SWAN model and apply the same process at the project site. NHC will review and update the wind analysis using the most recent data, if needed, and will update the SWAN model with project-site bathymetry to estimate wave heights at design water levels and wind speeds.

Task 4: Hydraulic Modelling

NHC has used several 2D HEC-RAS models in the vicinity of the project area. Depending on their availability and suitability, one of these models will be extended and updated with the latest available data to cover the project site. The model will be refined as needed to ensure it is appropriate for the project scale and objectives and to capture additional site-specific details. The updated model is expected to provide near-bank velocities, shear stresses, and potential eddy patterns at the project site to help inform the design.

Task 5: Design Review and Recommendations

NHC will use available information and findings from the modelling tasks to identify erosion drivers and bank failure mechanisms. The estimated wave heights from vessel-generated wake assessment and wind-generated wave modeling as well as the hydraulic model output will

be used to inform bank stabilization design including but not limited to toe protection, bank treatment top elevation, and sizing riprap.

NHC will also provide support by preparing conceptual sketches and reviewing drawings prepared by Cross Reiter. NHC will also provide comments on large woody material placement and sizing. Design support will be provided at the 30%, 60%, and 90% design stages.

Task 6: Reporting

NHC will provide a draft and final technical memorandum summarizing the results of the above analyses and design guidance. The memorandum will present the data, assumptions, approach, findings, recommendations, and limitations of the study. The technical memorandum will be submitted in electronic (Word and PDF) format.

COST ESTIMATE AND SCHEDULE

The estimated cost to complete the work is summarized in the following table. NHC will aim to complete the modeling and provide informal design recommendations, such as emails and plan set comments, by the 30% design stage. A draft technical memorandum will be submitted by NHC during the 60% design stage, and the memorandum will be finalized during the 90% design phase.

It should be noted that using the models and accessing bathymetric data may require permission from third parties, which could result in some waiting time during the modeling tasks. NHC also anticipates the City's support in obtaining data from previous work in the project area, if available.

Table 1 Proposed budget and schedule

Task No.	Task Description	Estimated Cost (US Dollars)
1	Project Management and Meetings	5,820
2	Vessel-generated Wakes	6,500
3	Wind-generated Waves	7,860
4	Hydraulic Modelling	16,140
5	Design Review and Recommendations	18,950
6	Reporting	7,160
	Total	62,430

2 CLOSURE

We hope this scope of work meets your needs. If you have any questions or requests, please feel free to contact Vaugh Collins, Alex Anderson or Amir Golpira.

Proposal prepared by:

Amir Golpira, EIT, PhD
Water Resources Engineer

Draft

SCHEDULE OF STANDARD CHARGES (Effective December 2024)

Labor Category	Fee Rate (\$US/hour)
Principal	320
Principal T3 / Sr. Project Engineer 1	300
Sr. Project Engineer/Scientist 2	270
Sr. Engineer/Scientist 1	230
Sr. Engineer/Scientist 2	215
Engineer/Scientist 1	190
Engineer/Scientist 2	165
Jr. Engineer/Scientist	150
GIS Analyst 1	165
GIS Analyst 2	140
Sr. CAD Designer	180
CAD Designer	145
Sr. Engineering Technician	170
Engineering Technician 1	140
Engineering Technician 2	125
Jr. Engineering Technician	85
Sr. Contract Administrator	290
Sr. Technical Editor	160
Technical Editor	145
Office Administrator/Contract Administrator	115

Handling Charges / Fees	Plotting \$/sheet	Photocopies \$/sheet
Markup on Subconsultants..... 10%	Plots, bond, 11 x 17 \$2.00	B&W 8½ x 11 \$0.10
Markup on Reimbursables 10%	Plots, bond, D size..... \$4.00	B&W 11 x 17 \$0.15
Markup on Travel/Subsistence.... 10%	Plots, oversize (running foot) \$2.00	Color 8½ x 11 \$1.00
		Color 11 x 17 \$2.00

Notes:

1. Labor costs subject to annual escalation adjustment in October to reflect cost of living and merit salary increases. Refer to separate schedules for field and laboratory equipment charges.
2. Certain legal services (depositions, declarations, and court testimony) will be charged at 2 times standard rates listed above.

ATTACHMENT C
ARBORICULTURE AND REVEGETATION PLANNING SUBCONSULTANT SCOPE OF WORK

Draft



STARBIRD
ENVIRONMENTAL

City of Richland

Columbia River Stabilization Project

Arboriculture & Revegetation Planning Services Proposal

Prepared for:

Cross Reiter, Inc. | Civil + Geotechnical Engineers

Prepared by:

Andrea Starbird, Principal
Starbird Environmental

Date:

October 1, 2025

Dear Cross Reiter, Inc.,

Starbird Environmental is pleased to provide this proposal for arboricultural assessment and revegetation planning services in support of Cross Reiter's design work for the City of Richland's Columbia River Stabilization Project. Thank you for the opportunity to join your team.

Enclosed is our detailed proposal broken down by project task, including scope of work, cost estimates, and project assumptions. Our scope has been developed to align with Cross Reiter's multi-phase design approach and project objectives.

We look forward to supporting Cross Reiter's continued work with the City of Richland.

Sincerely,



Andrea Starbird
Principal Consultant, Owner
Starbird Environmental

andrea@starbirdenvironmental.com
www.starbirdenvironmental.com
(206) 489-6372

Table of Contents

About Us	4
Project Understanding	4
Project Overview & Scope Summary	4
Scope of work	5
Personnel Rate Table	5
PM: Project Management	5
Task 1: Site Assessment, Existing Tree and Vegetation Inventory	6
Task 2: Arborist Review of 60/90 Design Phases	7
Task 3: Replanting Strategy Development	7
Task 4: Technical Memorandum	8
Project Assumptions and Limitations	8

ABOUT US

Starbird Environmental is a Seattle-based consulting firm specializing in arboriculture and urban forestry planning. Founded and led by Principal Consultant and CEO Andrea Starbird, an ISA Certified Arborist and Urban Forest Professional, we are a certified Woman Owned Business Enterprise (WBE) serving the Pacific Northwest.

We bring a collaborative, science-based perspective to integrate successful tree preservation planning into grey and green infrastructure and environmental restoration projects. Our small team of ISA Certified Arborists and qualified tree risk assessors combines arboricultural knowledge with understanding of regulatory compliance and complex project coordination to deliver clear, implementable recommendations that balance tree preservation with infrastructure needs in urban and semi-urban environments. We work effectively as part of multidisciplinary teams, coordinating closely with civil engineers, geotechnical consultants, and project managers throughout design and permitting phases.

PROJECT UNDERSTANDING

Starbird Environmental's understanding of this project is based on review of the Geotechnical Engineering Report produced by Cross Reiter (July 25, 2025) and project discussions. Existing vegetation along the shoreline consists of approximately 90% invasive species (tree-of-heaven and Russian Olive) with native trees interspersed throughout. The tree inventory will focus on identifying healthy, native trees suitable for retention and evaluating conditions to inform streambank restoration design and revegetation planting species selection.

PROJECT OVERVIEW & SCOPE SUMMARY

Starbird Environmental is pleased to provide arboricultural and revegetation services in support of Cross Reiter's design proposal to the City of Richland for the Columbia River Stabilization Project. As part of Cross Reiter's multidisciplinary team, Starbird Environmental will provide specialized arboricultural services to complement geotechnical and civil engineering expertise in addressing erosion along approximately 2,000 linear feet of Columbia River shoreline.

TASK	DESCRIPTION	COSTS
PM	Project Management, Coordination and Correspondence	\$2,425.00
Task 1	Site Assessment, Existing Tree and Vegetation Inventory	\$13,984.00
Task 2	Arborist Review of 60/90 Design Phases	\$3,240.00
Task 3	Replanting Strategy Development	\$7,020.00
Task 4	Technical Memorandum	\$3,240.00
Total		\$29,909.00

SCOPE OF WORK

Starbird Environmental will provide comprehensive tree inventory, analysis, and replanting strategy development across five primary task areas delivered throughout the project timeline. All work will be performed by ISA Certified Arborists and coordinated with Cross Reiter's engineering team.

PERSONNEL RATE TABLE

PERSONNEL	HOURLY RATE
Principal Consultant	180.00
Senior Arborist	180.00
Associate Arborist	150.00
Admin	125.00

PM: PROJECT MANAGEMENT

Project administration, correspondence and management to support project success internally and with project partners throughout the project duration.

SUBTASK	DESCRIPTION	PERSONNEL	RATE	HOURS	SUBTOTAL
PM 1	Correspondence & Coordination Meetings	Principal	\$180.00	10	\$1,800.00
PM 2	Scheduling/Administrative	Administrative	\$125.00	5	\$625.00

Total **\$2,425.00**

TASK 1: SITE ASSESSMENT, EXISTING TREE AND VEGETATION INVENTORY

OBJECTIVE - Complete comprehensive tree and vegetation inventory across project area to establish baseline conditions and identify priority trees for retention and removal.

DELIVERABLES - Complete tree inventory database (Excel/GIS and PDF formats), GPS coordinates for significant specimens identified for retention, site condition photography, existing tree species distribution analysis, and tagging/flagging trees with removal and retention recommendations.

SUBTASK	DESCRIPTION	PERSONNEL	RATE	HOURS	SUBTOTAL
1.1	Project review and field preparation	Principal / Sr. Arborist	\$180.00	6	\$1,080.00
1.1	Field equipment and data collection preparation	Associate Arborist	\$150.00	2	\$300.00
1.2	Existing tree inventory and assessment (2 field days + round trip travel time)	Principal / Sr. Arborist	\$180.00	26	\$4,680.00
1.2	Existing tree inventory and assessment (2 field days + round trip travel time)	Associate Arborist	\$150.00	26	\$3,900.00
1.3	Data processing and photo organization	Principal / Sr. Arborist	\$180.00	2	\$360.00
1.3	Data processing, photo organization and mapping	Associate Arborist	\$150.00	8	\$1,200.00
1.4	Draft existing tree inventory data, tables to inform removal/retention design	Associate Arborist	\$150.00	4	\$600.00
1.4	Finalize existing tree inventory data and identify trees for priority retention	Principal / Sr. Arborist	\$180.00	2	\$360.00
1.5	Project meeting to review findings and tree retention recommendations	Principal / Sr. Arborist	\$180.00	2	\$360.00
EXPENSES					
Lodging	Hotel stay, per person per night	-	\$200.00	4	\$800.00
Per-Diem	Meals and incidentals per person per day	-	\$86.00	4	\$344.00

Total **\$13,984.00**

TASK 2: ARBORIST REVIEW OF 60/90 DESIGN PHASES

OBJECTIVE - Provide technical review and coordination support for each design phase to ensure tree protection measures are appropriately integrated into engineering plans.

DELIVERABLES - One round of detailed review and markup comments for each design phase (30%, 60%, 90%), tree protection zone identification and impact analysis, technical responses to permitting questions regarding vegetation.

SUBTASK	DESCRIPTION	PERSONNEL	RATE	HOURS	SUBTOTAL
2.1	Arborist review of PDF 60% Design Plans	Principal / Sr. Arborist	\$180.00	6	\$1,080.00
2.2	Arborist review of PDF 90% Design Plans	Principal / Sr. Arborist	\$180.00	6	\$1,080.00
2.3	Permitting response support throughout Design phase	Principal / Sr. Arborist	\$180.00	6	\$1,080.00

Total **\$3,240.00**

TASK 3: REPLANTING STRATEGY DEVELOPMENT

OBJECTIVE - Provide appropriate replanting recommendations and species/spacing selection to support project.

DELIVERABLES - Species lists and matrices to include tree species, shrubs/understory species with plant palette tables with spacing/density recommendations both for identified riparian and upland areas based on zone-specific conditions. PDF and Excel formats.

SUBTASK	DESCRIPTION	PERSONNEL	RATE	HOURS	SUBTOTAL
3.1	Microclimate vegetation research and review of project plans for plant suitability, USACE compliance	Principal / Sr. Arborist	\$180.00	24	\$4,320.00
3.2	Draft planting/revegetation tables by zone	Principal / Sr. Arborist	\$180.00	12	\$2,160.00
3.3	Final planting tables by zone	Principal / Sr. Arborist	\$180.00	3	\$540.00

Total **\$7,020.00**

TASK 4: TECHNICAL MEMORANDUM

OBJECTIVE - Provide comprehensive technical memorandum documenting project findings, tree management recommendations, and design coordination outcomes.

DELIVERABLES - Final technical memorandum in PDF format summarizing project involvement, tree assessment findings, design review comments, and final recommendations for tree retention and revegetation strategies.

SUBTASK	DESCRIPTION	PERSONNEL	RATE	HOURS	SUBTOTAL
4.1	Technical Memorandum	Principal / Sr. Arborist	\$180.00	18	\$3,240.00
Total					\$3,240.00

PROJECT ASSUMPTIONS AND LIMITATIONS

PROJECT ASSUMPTIONS

This work scope is contingent upon Cross Reiter's contract award from the City of Richland. Cross Reiter will provide project management and serve as the primary client interface, with design milestone reviews coordinated through Cross Reiter's project schedule. Site access will be coordinated through Cross Reiter project management, with work areas clearly delineated and accessible for inventory activities. The scope includes one comprehensive site visit for initial inventory and assessment. Environmental permits and regulatory approvals will be obtained by the City of Richland, and Army Corps of Engineers requirements will be provided for compliance purposes. GPS accuracy of sub-meter precision is achievable on-site for priority tree location mapping; GPS coordinates will not be provided for all trees/vegetation. Hotel accommodations are available in the Richland area at approximately \$200 per night.

SCOPE LIMITATIONS

This proposal explicitly excludes construction phase services, which may be available as a separate future engagement. Physical tree removal, vegetation clearing, plant procurement, installation services, and construction oversight are not included. Post-construction monitoring, maintenance execution, and long-term invasive species management consultation are excluded from this scope. Direct client coordination with the City of Richland will be handled through Cross Reiter. Starbird Environmental will not provide AutoCAD drawing preparation, civil or geotechnical design services, or detailed irrigation system design. Additional site visits beyond the initial comprehensive inventory are not included in base scope but may be added as optional services. Permitting support is limited to technical consultation; permit preparation and regulatory agency coordination are excluded.

2025 Fee Schedule

Fixed Fee Projects: Fixed fee projects will be billed at the amount stated on page one (1) of this contract and are limited to the specific scope of work described. Additional scope of work as requested by the Client will be billed hourly at the applicable rate(s) as identified on page one (1) and described below. We will communicate a change to hourly billing and may require written approval prior to proceeding with additional or amended scope of services.

Hourly Projects: Projects billed on an hourly basis will be calculated in 15-minute increments. Billable time may include, but is not limited to, travel time, ongoing project correspondence (phone, text, email, meetings), data analysis, and deliverable production. Actual and reasonable expenses, (e.g., parking, tolls, ferry tickets, materials) will be billed. Standard Rates: \$150-195 per person-hour. Legal Rates: \$295 per hour with 8hr retainer (\$2360) at contract signing. The hourly estimate provided on page one (1) is a good faith estimate, however, project requirements may evolve or change. We are committed to transparency and will communicate proactively with you if the work is expected to exceed our initial estimate.

Urgent / Priority Rates: We do our best to accommodate high-urgency projects as our schedule allows. Client projects requiring deliverable turnaround or site visit scheduling within 48 business hours that require us to delay other projects or perform work outside of our normal business hours (M-F) are subject to 1.5x our standard rates. Work required before 7AM, after 7PM or on holidays is subject to 2x our standard rates and additional project minimums.

Construction Monitoring: We accommodate on-site arborist construction monitoring requests for our existing projects and for new clients when requested. Construction monitoring is billed at \$195 per hour, with a three hour minimum. Cancellation of construction monitoring within 48 hours incurs a 1.5 hour cancellation fee; rescheduling within 24 hours incurs a 1 hour rescheduling fee. Monitoring minimum includes travel time to and from the site, and any follow-up reporting. Starbird Environmental arborists will not, under any circumstances, alter the site or cut roots; our role is to document roots encountered, guide site contractors in how to appropriately manage roots and assess the overall impact to retained trees on and off-site. Monitoring outside of business hours are subject to urgent/priority rates and expenses as outlined above.

Selected Definitions

Site Visit: An in-person inspection to identify, evaluate, assess or otherwise collect information about the subject property and trees.

Tree Risk Assessment: An evaluation performed by an ISA Certified Arborist with Tree Risk Assessment Qualification (TRAQ) following the latest International Society of Arboriculture (ISA) methodology.

- **Limited (Level 1):** A limited visual inspection from the ground to identify obvious tree concerns near specific targets. This inspection may or may not encompass a 360-degree view and is ideal for preliminary, whole-property assessments to determine the need for further evaluation.
- **Basic (Level 2):** A detailed visual inspection of a tree's above-ground roots, trunk, and branches, using simple tools. Publicly available aerial and street-view imagery may be utilized as part of evaluation. This standard assessment is typically required for most permitting processes.
- **Advanced (Level 3):** An in-depth assessment that gathers detailed information on specific tree parts, defects, or site conditions using specialized equipment. This level may necessitate additional site visits, extended time on-site, and increased staff support and/or coordination.

Arborist Report: A formal arborist report or memo tailored to project requirements and applicable municipal regulations.

Critical Area Planning or Reporting: Reporting or planning required for protected critical or sensitive areas which may include steep slopes, wetlands, riparian areas, shoreline areas and wildlife corridors and buffers of any such critical or sensitive area.

Detailed Pruning or Work Specifications: Tree work specifications written to ANSI A300 standards, compliant with local codes and best practices, used for bidding tree work to ensure consistent estimates.

Expert Witness Reporting: Written reports or documentation intended to support legal proceedings.

Additional Contract Terms

1. **Services:** The Consultant shall provide the Client with services as described on page one (1) of this agreement. Services commence upon receipt of the Client's written approval.
2. **Billing:** Projects will be billed as indicated on page one (1) of this contract subject according to the fee schedule included.
3. **Modification of Scope:** Should the Client request services that exceed the scope described on page one (1), such services will be billed in accordance with the Consultant's current fee schedule. The Consultant may require written approval from the Client before proceeding with additional or changed services.
4. **Deliverables:** Verbal and written deliverables and values therein represent the opinion of the Consultant, and the Consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported. The Client agrees to pay the Consultant in full for all services performed, regardless of the Consultant's opinions, findings, or recommendations.
5. **Payment:** Payment is due at the time of service for site visits with verbal consultations and/or emailed field notes. When a written deliverable is requested, invoices will be sent. Consultant reserves the right to require payment in full prior to transmitting deliverable to the Client. We accept payment by check, bank transfer, and credit card. **A 3% surcharge will be added to projects over \$1,000 if paid by credit card to cover processing.**
6. **Termination:** Either party may terminate this agreement with written notice. Upon termination, the Client is obligated to compensate the Consultant for all services rendered up to the point of notice. Work performed prior to termination must be paid for in full, regardless of Consultant findings or stage of overall project completion.
7. **Independent Contractor:** The Consultant operates as an independent contractor, retaining autonomy over the method and manner of service delivery. The Consultant is not required to adhere to a fixed schedule and may use their discretion to determine work hours and location.
8. **Ownership of Documentation:** All project photographs, videos, or other documentation taken by the Consultant shall remain the property of the Consultant.
9. **Use of Anonymized Data:** The Consultant is permitted to use anonymized descriptions of the project and non-identifiable photographs, videos, or other site documentation created during the execution of services for educational and promotional activities. This may include presentations, publications, case

studies, and marketing materials. All such uses shall ensure that there is no disclosure of any confidential or proprietary information of the Client, and that the identity of the Client and any specific details about the project location or specific circumstances that could lead to identification are not disclosed without explicit written consent from the Client. The Consultant shall obtain prior written approval from the Client for any materials that include potentially identifiable details before public use.

10. Information Accuracy: Legal descriptions and property titles provided are assumed correct. The Consultant is not responsible for legal matters or inaccuracies in third-party information. The Client must supply necessary information, which the Consultant may augment from trusted sources.

11. Site Access: The Client authorizes the Consultant to access the designated service site as necessary to fulfill the contracted services.

12. Testimony: The Consultant shall not be required to give testimony or attend court by reason of this report unless subsequent contractual agreements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.

13. Report Validity: Loss or alteration of any part of a report invalidates the entire report.

14. Right of Publication: Possession of written reporting or a copy thereof does not imply the right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior written consent of the Consultant.

15. Media Usage: Neither all nor any part of the contents of any reporting, nor a copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales, or other media, without the prior express written or verbal consent of the Consultant, particularly as to value conclusions, the identity of the Consultant, or any reference to any professional society or institute or any initialed designation conferred upon the Consultant as stated in their qualification.

16. Visual Aids: Sketches, diagrams, graphs, and photographs in a report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.

17. Scope of Inspection: Unless expressed otherwise: (1) information contained in a report covers only those items that were examined and reflects the condition of those items at the time of inspection; and (2) the inspection is limited to visual examination of accessible items without dissection, excavation, probing, or coring. There is no warranty or guarantee, express or implied, that problems or deficiencies of the plants or property in question may not arise in the future. The Client understands that any changes in site conditions can cause tree decline, demise, or tree failure, in whole or in part.

18. Liability Limitation: The Consultant assumes no responsibility or liability associated with any tree(s) inspected during the course of an assessment or tree(s) adjacent to the inspection area or site.

19. Tree Health Predictions: Trees are living organisms, and predicting failure, survivability, or other tree conditions with perfect accuracy is not possible.

20. Dispute Resolution: The Parties will attempt to resolve any and all disputes or claims arising out of this Agreement through mutually cooperative negotiation in good faith. If negotiation is unsuccessful, the Parties agree to submit the dispute to mediation. If mediation is declined or unsuccessful, the matter will be fully and finally settled by arbitration in King County, Washington, and the judgment upon award may be entered in any court having jurisdiction. The attorneys' fees and costs of dispute resolution will be borne by the losing Party unless the Parties stipulate otherwise or in such proportions as the finder-of-fact decides.

21. Miscellaneous Provisions

a. Governing Law and Venue. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with the laws of the State of Washington. Venue will be in King County, Washington.

b. No Waiver. Under no circumstances will the failure, negligence, or tardiness of a Party to exercise a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse.

c. Counterparts. This Agreement and any amendments may be signed in counterparts and via facsimile signature, with each counterpart of this Agreement deemed to be an original and all counterparts collectively constituting one Agreement.

d. Severability. If any provision of this Agreement is declared to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining provisions. Any invalid or unenforceable provision will be deemed modified as necessary to render it valid and enforceable, and if no modification is possible, this Agreement will be construed as if not containing such provision.

e. Amendments, Waiver, Modification or Termination. No amendment, waiver, termination, or modification of this Agreement will be binding unless it is in writing (email is acceptable) and signed or acknowledged by each Party or their authorized representatives and dated subsequent to the Effective Date.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-14, Authorizing a Consultant Agreement with Parametrix, Inc. for 2026 Landfill Environmental Monitoring Services

Department/Office

Public Works

Ordinance/Resolution Number

2026-14

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-14, authorizing the City Manager to sign and execute a consultant agreement with Parametrix, Inc. for environmental monitoring services at the Horn Rapids Landfill for calendar year 2026.

Summary

Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"). To meet these regulatory obligations, the City utilizes environmental engineering consulting and analytical laboratory services. In 2017, the City of Richland and Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order"), to define an expanded scope of environmental monitoring for the Landfill.

Through a competitive solicitation process conducted more than ten (10) years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant. Parametrix, Inc. has completed numerous groundwater monitoring reports for the Landfill, participated in consultation meetings with Ecology and the Benton-Franklin Health District, and supported negotiation of the terms of the Agreed Order and required Work Plan. Parametrix, Inc.'s extensive experience supporting the City's complex environmental issues at the Landfill and regulatory history provides efficiencies that are not easily replicated by another consultant.

In 2019, the City Manager waived the competitive procurement process for these services in accordance with RMC 3.04.060. Since 2011, the City has also operated a landfill gas collection and disposal system that requires regular monitoring and operational tuning. Parametrix, Inc. has performed, and is well-suited to perform, analysis of the landfill gas collection system, and to advise staff regarding necessary tuning adjustments. Parametrix, Inc.'s consultation on the landfill gas system is performed by staff with similar expertise to the landfill environmental monitoring work. The 2019 competitive procurement process waiver also applies to this work.

The negotiated scope of work and contract budget provide good value to the City. The Solid Waste Utility Fund has sufficient budget capacity to support annual environmental monitoring, sampling, landfill gas collection support, and reporting services for calendar year 2026.

Staff recommends adoption of Resolution No. 2026-14.

Fiscal Impact

The solid waste utility budgets annually for environmental monitoring services within its operating budget. The 2026 Budget has adequate capacity to support this service contract, which contains a not-to-exceed amount of \$225,724.56.

Attachments

1. Resolution No. 2026-14
2. Proposed Parametrix, Inc. Consultant Agreement - 2026 Horn Rapids Landfill Environmental Monitoring

RESOLUTION NO. 2026-14

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH PARAMETRIX, INC. FOR 2026 LANDFILL ENVIRONMENTAL MONITORING SERVICES.

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Parametrix, Inc. in the amount of \$255,724.56 for environmental monitoring, sampling, landfill gas collection system support, and reporting services for the Horn Rapids Landfill for calendar year 2026.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2026 Landfill Environmental Services

This Agreement is entered into this _____ day of February, 2026 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 719 2nd Ave., Ste. 200, Seattle, WA 98104. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by April 30, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 30, 2027.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Two Hundred Twenty-Five Thousand Seven Hundred Twenty-Four Dollars and Fifty-Six Cents (\$225,724.56)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

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

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached.

Draft

Scope of Work

CITY OF RICHLAND HORN RAPIDS LANDFILL 2026 ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES

Parametrix has developed this scope of work for engineering services, conducting environmental monitoring, and preparing environmental monitoring reports for 2026, as requested by the City of Richland Public Works Department (City). Environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*. The work will be conducted beginning January 1, 2026 and will be completed by December 31, 2026, with the exception of the 2026 Annual Groundwater Report (Task 3) which is due April 1, 2027 to the Department of Ecology, the annual greenhouse gas reports to the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS) which are due by March 31, 2027, and the Semi-Annual Title V AOP Report which is due by February 15, 2027.

Task 01 – Project Management

Objectives

Throughout the course of the contract, Parametrix will provide effective project management and coordination, ensuring the scope of work is executed effectively within budget and schedule.

Parametrix will:

- Develop an internal Project Management Plan
- Manage project activities
- Prepare monthly invoices accompanied by a project status report
- Administer subcontractor agreements
- Coordinate, schedule, and participate in project meetings, including preparation of meeting notes

Invoices and project status reports will include:

- Itemization of costs by task
- Budget status by task
- Backup information for invoiced costs

Project management for the FY2026 Engineering and Environmental Services is assumed to occur January 2026 through March 2027.

Deliverables

Deliverables for this task include:

- Monthly invoice and status reports
- Project meeting notes.

Assumptions

Assumptions for this task include:

- Project duration is 15 months.

Task 02 - Quarterly Groundwater, Leachate Pond, and Lysimeter Sampling

Objective:

Provide personnel to conduct four quarterly groundwater sampling events during 2026 (March, June, September, December) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072). Approach:

2026 monitoring includes collecting groundwater samples quarterly, leachate pond samples annually, and lysimeter samples annually (if leachate is present). The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. One new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased and installed if one of the existing groundwater pumps fails, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to the laboratory for analysis.

Assumptions:

- Each quarterly field event will be conducted during two field days. Parametrix hydrogeology staff will conduct the sampling events. Sampling and analysis will be conducted in accordance with the Quality Assurance Project Plan. Each sampling event will include 10 hours of travel including transport of samples to the laboratory, and up to three overnight stays.
- Samples will be collected quarterly at eleven groundwater wells. One field duplicate will be collected each quarter. Samples will be analyzed for WAC 173-351 Appendix I and II parameters and RSK parameters (methane, ethane, and ethene).
- Samples of leachate from one lysimeter will be collected (if present) during the third quarter and analyzed for WAC 173-351 Appendix I and II parameters, if adequate volume is available. The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry to check the ports and assist in sample collection.
- The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. Parametrix will design and construct site-specific sampling devices to conduct the water level monitoring.
- One leachate sample will be collected from the leachate pond during the first quarter and will be analyzed for WAC 173-351 Appendix I and II parameters.
- Samples will be analyzed in the field for pH, specific conductivity, temperature, DO, and ORP using a portable meter.

- Samples will be transported by hand to an analytical laboratory identified by the City (currently Analytical Resources, Inc. in Tukwila, Washington)
- Nitrate samples will be transported to Energy Northwest in Richland, Washington for testing due to their short 48-hour holding time.
- The analytical laboratories will be under direct contract to the City.
- Estimated costs include a budget for miscellaneous parts for maintenance in the field of the Grundfos electrical submersible dedicated pumps. If maintenance cannot be conducted in the field, we have included costs for maintenance of one of the pumps at the repair shop (\$500), and as a contingency, the purchase of one new Grundfos electrical submersible dedicated pump (\$3,000 each) if an existing pump is found not to be serviceable.

Task 03 - Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2026 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second, and Third quarters in the general format previously used by Parametrix during 2025. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2026 (three copies and PDF via Parametrix ftp site). The final reports will be submitted within 60 days after receipt of the quarterly analytical data. The data will be submitted to Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final quarterly report.

Assumptions:

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

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

Task 04 – Annual Environmental Monitoring Report

Objective:

Prepare annual report documenting the results of the four quarterly 2026 groundwater and gas probe monitoring events and the annual lysimeter leachate and leachate pond sampling events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare an annual report summarizing the data collected during 2026, in the general format previously used during 2024. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's EIM database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Annual Report for 2026 (three copies and PDF via Parametrix ftp site). The final report will be submitted by April 1, 2027. The data will be submitted to the Ecology's EIM database by April 1, 2027.

Assumptions:

- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format
- The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.
- One hard copy of the final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 05 – Landfill Operations and Landfill Gas Support

Objective:

Provide continuing landfill engineering and operations support services for calendar year 2026. Pine Creek has assumed operation of the gas extraction system and flare full time in 2024, and the City continues to conduct perimeter landfill gas probe monitoring and will begin surface emission monitoring in 2026 per WAC 173-408.

Subtask 05.01 – Landfill Operations and Landfill Gas Support

Approach:

This task will include the following activities:

- Coordinate with Pine Creek regarding operation of gas-to-energy system. This work is assumed to require 4 hours/month. Additional time and travel expenses are included for two field visits (8 hours).

- Review and tabulate quarterly landfill gas probe data provided by the City.
- Chapter 173-408 WAC became effective in January 2025. This regulation enacted more stringent surface emission monitoring requirements including average concentration calculations in 50,000 square foot grids across the landfill boundary. The City will self-perform the surface emission monitoring. Parametrix will provide guidance to City staff regarding monitoring procedures and maintain a surface emission map to document instantaneous and average gas concentration in each 50,000 square foot grid per WAC 173-408. Additionally, Parametrix will prepare the annual WAC 173-408 reporting for 2025 which is due to the Department of Ecology by April 1, 2026.
- Parametrix will prepare the Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS). These reports are due by March 31, 2027.
- Third-party verification of the 2025 WEIRS reporting is required per the Washington State Department of Ecology Cap and Invest Third Party Emissions. SCS Engineers, as a subconsultant to Parametrix, will perform the third-party verification for the reporting for calendar year 2025 through WEIRS as per the attached scope provided by SCS. This work is assumed to require 24 hours.
- Parametrix will prepare the 2025 semi-annual report for operations for July 1 through December 31, 2025 in accordance with the Horn Rapids Title V Air Operating Permit (AOP). This is due to Ecology by February 15, 2026. This will include the development of new forms to satisfy reporting criteria contained in the AOP as well as coordination with City staff regarding operational requirements to satisfy permit conditions contained in the AOP.
- In 2024 Parametrix provided the Landfill Flare Improvements plans and specifications for the installation of a thermocouple on the existing flare stack and new flare telemetry panel to record flow to the flare and the presence of flame to comply with 40 Code of Federal Regulations (CFR) Subpart XXX Section 60.766(c) in preparation for the future Title V AOP. The City installed the system in 2025 via their small works roster, however the City is awaiting parts to bring the system fully online. Parametrix will provide startup support including setup of the telemetry callout system once the system has been brought online. .
- Parametrix will provide up to ten solid waste clearance determinations following the City-approved decision process and generator-prepared forms. Solid waste clearance determinations will be provided to the City and BFHD for concurrence or opportunity to advise.
- Parametrix will update the tracking spreadsheet for the long-term documentation of waste generators, waste characterization information received, acceptance decision, and any special handling needs.

Deliverables:

This task will include the following deliverables:

- Prepare and maintain a surface emission map to document instantaneous gas measurements and average concentration
- Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS).
- A third-party verification statement, provided by SCS Engineers, for the GHG Report submitted to WEIRS..
- Solid waste clearance determinations for up to ten special waste disposal requests.
- Updates to tracking spreadsheet (MS Excel Workbook).

Assumptions:

- Pine Creek will provide monitoring of the flare facility on a weekly basis and the entire active landfill gas system on a monthly basis.
- The City will provide monitoring data for the gas probes and surface emission monitoring quarterly.
- The approved Horn Rapids Title V Air Operating Permit will be issued by the Benton Clean Air Agency (BCAA) within the 2026 calendar year.
- Waste clearance determinations are estimated to take 2 hours of staff time to review and ½-hour of quality control review time. The deliverables to the City and BFHD will be reviewed forms from the waste generators with a solid waste clearance determination. Further coordination with the waste generator and BFHD may require additional time.
- Parametrix accepts no liability regarding the acceptance of waste at the landfill and our role is limited to technical assistance in the process. This assistance is based solely on an objective application of solid and dangerous waste regulations to determine acceptability of waste.

Subtask 05.02 – LFG Trench Design and Office CM Support

Objective:

Provide engineering and bidding assistance for the design of the Level B trenches for the Phase 1 LFG collection system. This system will connect to the existing LFG system currently operating at the Horn Rapids Landfill.

Approach:

This task will provide the following tasks:

- Prepare design engineering drawings and specifications
- Address inquiries from prospective bidders and suppliers to provide clarification of design
- Prepare up to two addenda as necessary for contract amendment
- Review submitted bids from Contractors.

Deliverables:

Parametrix will prepare and submit to the City:

- One electronic copy of the 90% engineering drawings and specifications
- One electronic copy of the 100% engineering drawings and specifications as a Bid Package

Parametrix will provide the following bidding process deliverables:

- Addenda (two, as required)

Assumptions:

- Drawings will be based upon the previous Phase 1 LFG system modifications (designed by Parametrix), which were installed in 2024.
- The City will provide input and record drawings for recent projects to be added to the base map.
- One site visit for two Parametrix employees has been included.
- Parametrix involvement in construction will be limited to bidding assistance and submittal reviews only. Construction management will be provided by the City.

Task 06: Air Operating Permit

Objective:

The draft Title V Operating Permit (Air Operating Permit [AOP]) for the Horn Rapids Landfill facility addressing criteria listed in the Air Operating Permit Regulation (173-401 WAC) criteria listed in 173-401-500(4) and (7) was issued on December 14, 2022, by the BCAA. Parametrix has prepared a response to the draft AOP. Submission of comments is anticipated to occur in Q1 2026 following the completion of the flare telemetry improvements outlined in Task 4 of this scope. Parametrix will assist the City in reviewing and responding to further permit comments before issuance and evaluating compliance requirements.

Approach:

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

Deliverables:

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

Assumptions:

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

16		2026 Environmental Monitoring	
16	01	Project Management	\$7,896.46
16	02	2026 Quarterly GW & Lysimeter Sampling	\$36,375.72
16	03	2026 Quarterly Env Monitoring Rpts	\$43,294.81
16	04	2026 Annual Env Monitoring Rpts	\$15,114.39
16	05	Landfill Operations and LFG Support	\$80,975.21
	5.01	LF Operations and LFG Support	\$44,473.52
	5.02	LFG Trench Design and Office CM Support	\$36,501.69
15	06	Air Operating Permit	\$16,747.90
		Subtotals:	\$200,404.49
		Escalation:	\$3,340.07
		Total:	\$203,744.56

Subconsultants	
SCS (Third Party GHG Verification)	\$9,900.00
Subconsultant Total	\$9,900.00

Other Direct Expenses	
Mileage	\$2,600.00
Meals	\$1,400.00
Lodging	\$2,080.00
Other Direct Expenses	\$6,000.00
Other Direct Expenses Total:	\$12,080.00

*Lodging and subsistence expenses will be billed at per diem rates per the Washington State Office of Financial Management for City of Richland

Project Total	\$225,724.56
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Billing Rates:		\$211.25	\$208.20	\$138.61	\$180.34	\$218.27	\$262.50	\$185.90	\$396.86	\$240.14	\$266.08	\$261.33	\$236.21	\$187.53	\$206.70	\$143.29	\$274.85	\$106.99	\$214.92	\$291.17
		Air Quality Engineer/Sr Engineer	Alan T. Butler																	
		Sr Scientist/Biologist	Molly Alar																	
		Hydrogeologist I	Sally V. Nguyen																	
		Engineer IV	Colin Y.M. Phang																	
		Sr Designer	Butch R. Pughanan																	
		Senior Consultant	Margaret E. Spence																	
		Publications Supervisor	Debra M. Fetherston																	
		Principal Consultant	Dwight E. Miller																	
		Sr Engineer	Tiffany L. Neier																	
		Sr Electrical Engineer	Mannin C. Casanova																	
		Senior Consultant	Laura B. Lee																	
		Sr Hydrogeologist	Michael P. Brady																	
		Sr Project Controls Specialist	April Whittaker																	
		Senior Engineer	Drew O. Norton																	
		Engineer II	Scott Swedberg																	
		Sr Hydrogeologist	Lisa A. Gilbert																	
		Project Accountant	Jordanna Lebow																	
		Sr Contract Administrator	Jean Johnson																	
		Senior Consultant	Stacy Paterson																	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 2 - Financial Sustainability

Subject

Resolution No. 2026-15, Authorizing an Application to the United States Department of Transportation Better Utilizing Investment to Leverage Development Grant Program

Department/Office

Public Works

Ordinance/Resolution Number

2026-15

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-15, authorizing applications to the United States Department of Transportation Better Utilizing Investment to Leverage Development (BUILD) grant program for the SR-240/Aaron Drive Complete Streets Improvements project and the North Richland SR-240 Intersections design projects.

Summary

The United States Department of Transportation (USDOT) issued a Notice of Funding Opportunity for the 2026 Better Utilizing Investments to Leverage Development (BUILD) grant program. The BUILD grant program supports projects that deliver significant local or regional benefits and improve transportation infrastructure.

The City's 2026-2031 Transportation Improvement Program (TIP) includes the SR-240/Aaron Drive Complete Streets Improvements project. In addition, the City's 2026-2031 TIP includes several intersection improvement projects along SR-240 in Horn Rapids, including widening between Hagen Road and Vantage Properties west of Beardsley Road; improvements at Hagen Road, Logston Road, Village Parkway, Twin Bridges Road, and Beardsley Road; and development of a new Snively Road intersection between vacated Snively Road and Beardsley Road, to provide access to city property south of SR-240 (SR-240 and Snively Road Intersection).

The BUILD grant program may award up to \$25 million for each project. The program's funding level and evaluation criteria align well with the SR-240/Aaron Complete Streets Improvements project, which is regionally significant and has a construction cost estimate exceeding \$30 million. In addition, advancing design of the SR-240 intersections in Horn Rapids is necessary to enable future development, and will provide significant value to future funding requests for continued construction.

Pursuing BUILD grant funding opportunities supports the City's goal of advancing regionally significant transportation projects.

Staff recommends adoption of Resolution No. 2026-15.

Fiscal Impact

If funding is awarded, any required local match and associated fiscal impacts will be identified and presented to City Council for consideration prior to authorizing acceptance of funds and execution of grant agreements.

Attachments

- I. Resolution No. 2026-15

RESOLUTION NO. 2026-15

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT PROGRAM.

WHEREAS, the United States Department of Transportation (USDOT) issued a Notice of Funding Opportunity for the 2026 Better Utilizing Investments to Leverage Development (BUILD) grant program; and

WHEREAS, the purpose of the BUILD grant program is to fund projects that will have a significant local or regional impact and improve transportation infrastructure; and

WHEREAS, the City's 2026-2031 Transportation Improvement Program (TIP) includes the State Route-240 (SR-240)/Aaron Drive Complete Streets Improvements Project; and

WHEREAS, the City's 2026-2031 TIP includes several projects on SR-240 in Horn Rapids, including widening between Hagen Road and Vantage Properties west of Beardsley Road, and intersection improvements at Hagen Road, Logston Road, Village Parkway, Twin Bridges Road, and Beardsley Road; and

WHEREAS, the City is developing a new Snively Road intersection between vacated Snively Road and Beardsley Road that will enable access to development of city property south of SR-240 (SR-240 and Snively Road Intersection); and

WHEREAS, the BUILD grant program can award up to \$25 million; and

WHEREAS, the grant value and BUILD grant criteria align well with the SR-240/Aaron Drive Complete Streets Improvements Project since the project is of regional significance and the construction estimate exceeds \$30 million; and

WHEREAS, the design of intersections on SR-240 in Horn Rapids is necessary to enable future development, and will provide significant value to future funding requests for construction; and

WHEREAS, the City's best interests are served by seeking grant funding for the projects to facilitate the City's successful achievement of regionally significant transportation projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the United States Department of Transportation's 2026 Better Utilizing Investments to Leverage Development grant program for grant funds to support the SR-240/Aaron Drive Complete Streets Improvements construction, and the SR-240 widening and intersection improvements in Horn Rapids pre-construction.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-16, Authorizing a Pre-Construction Funding Agreement with the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements Project

Department/Office

Public Works

Ordinance/Resolution Number

2026-16

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-16, authorizing the City Manager to sign and execute a pre-construction funding agreement with the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements Project.

Summary

The 2025-2030 Capital Improvement Plan (CIP) includes the Wastewater Treatment Plant Anaerobic Digester Improvements Project (the "Project"), which will replace end-of-life components to improve digester reliability, performance, and energy efficiency.

On August 6, 2025, Richland City Council adopted Resolution No. 2025-108, authorizing an application to the Washington State Department of Commerce Public Works Board for low-interest loan financing for the pre-construction phase of the Project. The Public Works Board has since offered a low-interest loan for the Project's design work through a pre-construction funding agreement.

The City's best interests are served by utilizing this low-interest loan financing to reduce the City's project costs.

Staff recommends adoption of Resolution No. 2026-16.

Fiscal Impact

The low-interest loan will provide \$500,000 to the Wastewater Fund and eliminate the need for higher-cost bond financing or other debt instruments to support completion of the Project design. The loan carries an interest rate of 1.06% over a 5-year term with annual payments.

Attachments

1. Resolution No. 2026-16
2. Proposed Washington Public Works Board Contract PR26-96410-002

RESOLUTION NO. 2026-16

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FUNDING AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF COMMERCE'S
PUBLIC WORKS BOARD FOR THE WASTEWATER TREATMENT
PLANT ANAEROBIC DIGESTER IMPROVEMENTS PROJECT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes a project titled Wastewater Treatment Plant Anaerobic Digester Improvements Project (the "Project") to replace end-of-life components to improve digester reliability, performance and energy efficiency; and

WHEREAS, on August 6, 2025, Richland City Council adopted Resolution No. 2025-108, authorizing an application to the Washington State Department of Commerce's Public Works Board for low-interest loan financing for the pre-construction phase of the Project; and

WHEREAS, the Public Works Board has offered a low-interest loan for the Project design work; and

WHEREAS, the City's best interests are served by utilizing the low-interest loan financing provided by the Washington State Department of Commerce's Public Works Board to complete the Project, as it will lower the City's project costs.

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 Pre-Construction Funding Agreement with the Washington State Department of Commerce's Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FACE SHEET

Agreement Number: PR26-96410-002

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Richland 625 Swift Blvd Richland, WA 99352		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Sheldon Williamson, swilliamson@ci.richland.wa.us		4. Public Works Board Representative Alison Mitchell, alison.mitchell@commerce.wa.gov	
5. Agreement Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2031
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
10. Tax ID # N/A		11. SWV # 0000350-00	
12. UBI # 036-001-852		13. UEI # N/A	
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
15. Acceptance of Agreement Terms and Conditions The Washington State Public Works Board (BOARD), and the Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Vincent McGowan, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY _____ Signature on File Dawn Cortez Assistant Attorney General	

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Draft

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Richland
Agreement Number: PR26-96410-002

PROJECT INFORMATION

Project Title: Wastewater Treatment Plant Anaerobic Digester Improvements
Project City: Richland
Project State: Washington
Project Zip Code: 99352

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$500,000
Loan Term: 5 years
Interest Rate: 1.06%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: N/A
% of Funding as Grant: N/A

PROJECT TOTALS:

Total PWB Funding: \$500,000
Total Estimated Cost: \$500,000
Earliest Date for Cost Reimbursement: 10/3/2025
Time of Performance: 24 months from Execution Date of this Agreement to Project Completion

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Wastewater system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, “net revenue” means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will fund the engineering design phase of the Wastewater Treatment Plant Anaerobic Digester Improvements project.

The project must meet all applicable Local, State, and/or Federal standards.

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TABLE OF CONTENTS

Contents

AGREEMENT FACE SHEET	Error! Bookmark not defined.
AGREEMENT TERMS AND CONDITIONS	Error! Bookmark not defined.
SECTION 1: SPECIAL TERMS AND CONDITIONS	Error! Bookmark not defined.
1.1 Definitions	Error! Bookmark not defined.
1.2 Authority	Error! Bookmark not defined.
1.3 Purpose	Error! Bookmark not defined.
1.4 Order of Precedence	Error! Bookmark not defined.
1.5 Total Award, Rate and Term of Loan	Error! Bookmark not defined.
1.6 Repayment and Loan Security	Error! Bookmark not defined.
1.7 Default in Repayment	Error! Bookmark not defined.
1.8 Recapture	Error! Bookmark not defined.
1.9 Agreement Suspension	Error! Bookmark not defined.
1.10 Time of Performance	Error! Bookmark not defined.
1.11 Eligible Project Costs	Error! Bookmark not defined.
1.12 Reimbursement Procedures and Payment	Error! Bookmark not defined.
1.13 Historical and Cultural Resources	Error! Bookmark not defined.
1.14 Competitive Bidding Requirements	Error! Bookmark not defined.
1.15 Sub-Contractor Data Collection	Error! Bookmark not defined.
1.16 Reports	Error! Bookmark not defined.
1.17 Certified Project Completion Report and Project Completion Amendment	Error! Bookmark not defined.
1.18 Performance Incentives	Error! Bookmark not defined.
1.19 Termination for Cause	Error! Bookmark not defined.
1.20 Termination for Convenience	Error! Bookmark not defined.
SECTION 2: GENERAL TERMS AND CONDITIONS	Error! Bookmark not defined.
2.1 DEFINITIONS	Error! Bookmark not defined.
2.2 ALLOWABLE COSTS	Error! Bookmark not defined.
2.3 ALL WRITINGS CONTAINED HEREIN	Error! Bookmark not defined.
2.4 AMENDMENTS	Error! Bookmark not defined.
2.5 APPROVAL	Error! Bookmark not defined.
2.6 ASSIGNMENT	Error! Bookmark not defined.
2.7 ATTORNEYS' FEES	Error! Bookmark not defined.
2.8 AUDIT	Error! Bookmark not defined.
2.9 CODE REQUIREMENTS	Error! Bookmark not defined.
2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	Error! Bookmark not defined.
2.11 CONFORMANCE	Error! Bookmark not defined.
2.12 COPYRIGHT PROVISIONS	Error! Bookmark not defined.
2.13 DISALLOWED COSTS	Error! Bookmark not defined.

2.14	DISPUTES	Error! Bookmark not defined.
2.15	DUPLICATE PAYMENT	Error! Bookmark not defined.
2.16	ETHICS/CONFLICTS OF INTEREST	Error! Bookmark not defined.
2.17	GOVERNING LAW AND VENUE	Error! Bookmark not defined.
2.18	INDEMNIFICATION	Error! Bookmark not defined.
2.19	INDEPENDENT CAPACITY OF THE CONTRACTOR	Error! Bookmark not defined.
2.20	INDUSTRIAL INSURANCE COVERAGE	Error! Bookmark not defined.
2.21	LAWS	Error! Bookmark not defined.
2.22	LICENSING, ACCREDITATION AND REGISTRATION	Error! Bookmark not defined.
2.23	LIMITATION OF AUTHORITY	Error! Bookmark not defined.
2.24	LOCAL PUBLIC TRANSPORTATION COORDINATION	Error! Bookmark not defined.
2.25	NONCOMPLIANCE WITH DISCRIMINATION LAWS	Error! Bookmark not defined.
2.26	PAY EQUITY	Error! Bookmark not defined.
2.27	POLITICAL ACTIVITIES	Error! Bookmark not defined.
2.28	PREVAILING WAGE LAW	Error! Bookmark not defined.
2.29	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION	Error! Bookmark not defined.
2.30	PUBLICITY	Error! Bookmark not defined.
2.31	RECAPTURE	Error! Bookmark not defined.
2.32	RECORDS MANAGEMENT	Error! Bookmark not defined.
2.33	REGISTRATION WITH DEPARTMENT OF REVENUE	Error! Bookmark not defined.
2.34	RIGHT OF INSPECTION	Error! Bookmark not defined.
2.35	LOSS OF FUNDING	Error! Bookmark not defined.
2.36	SEVERABILITY	Error! Bookmark not defined.
2.37	SUBCONTRACTING	Error! Bookmark not defined.
2.38	SURVIVAL	Error! Bookmark not defined.
2.39	TAXES	Error! Bookmark not defined.
2.40	TERMINATION FOR CAUSE/SUSPENSION	Error! Bookmark not defined.
2.41	TERMINATION FOR CONVENIENCE	Error! Bookmark not defined.
2.42	TERMINATION PROCEDURES	Error! Bookmark not defined.
2.43	TREATMENT OF ASSETS	Error! Bookmark not defined.
2.44	WAIVER	Error! Bookmark not defined.
ATTACHMENT I: ATTORNEY'S CERTIFICATION		Error! Bookmark not defined.

AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

SECTION 1: SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Pre-construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Pre-construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the **SCOPE OF WORK** described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board pre-construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal, state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 Total Award, Rate and Term of Loan

The BOARD shall fund the Contractor a sum not to exceed the **AGREEMENT AMOUNT** shown on the Agreement Face Sheet, which shall be the sum of the **LOAN AMOUNT** and the **GRANT AMOUNT** shown on the Agreement Declarations Page, to complete the **SCOPE OF WORK**.

If the Contractor is awarded a loan, the interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

If the Contractor is awarded a grant, any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.6 Repayment and Loan Security

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Loan Security payments shall be made as stated on the attached Declarations page and identified as **LOAN SECURITY**.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Agreement Face Sheet, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of an electronic funds transfer, a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.6 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is executed, as provided for in Section 1.17.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Recapture

In addition to the recapture provisions in Section 2.31, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.9 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.10 Time of Performance

No later than twenty-four (24) months after the date of Agreement execution the Contractor must reach project completion of the **SCOPE OF WORK**.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.11 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2 Allowable Costs.

1.12 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers ("A-19s" or "A19's") and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

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

The BOARD may, at its sole discretion, terminate the Agreement 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.

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

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared funding under this Agreement. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Certified Project Completion Report indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, prior to the execution of the Project Completion Amendment.

1.13 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement related to any land acquisition, demolition, construction, or other ground-disturbing activities, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with the following laws and regulations:

- RCW 27.44 regarding Indian Graves and Records
- RCW 27.53 regarding Archaeological Sites and Resources
- RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves
- WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.14 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.15 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.16 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion as described in Section 1.17;
- D. Other reports as the BOARD may require.

1.17 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.18 Performance Incentives

The Contractor may receive up to a 0.10% reduction in their interest rate if:

- The Contractor's first draw from the funds is within six (6) months of the date of Agreement execution, AND
- The Contractor draws funds approximately monthly after the first draw until the Contractor reaches 5% of the total funding amount remaining.

Upon verification of eligibility, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the loan interest rate be less than 0.25%.

The calculation of any interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion Amendment is executed.

1.19 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.20 Termination for Convenience

Notwithstanding anything in Section 2.41 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 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.

2.5 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.6 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.7 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.8 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.9 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
- All material produced by the Contractor that is designated as "confidential" by the BOARD; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Public Record Act, RCW 42.56.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall

immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 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.

2.12 COPYRIGHT PROVISIONS

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

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

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

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

2.13 DISALLOWED COSTS

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

2.14 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- provide a copy of all relevant documents or other evidence to be considered;
- state the Contractor's name, address, and Agreement number; and

- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement, and provide a copy of all relevant documents or other evidence to be considered, to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.15 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.16 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.17 GOVERNING LAW AND VENUE

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 in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, BOARD, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of

Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

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

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 2.14 Disputes.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

- a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDs review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.31 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds, in addition to any other remedies available at law or in equity.

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

2.32 RECORDS MANAGEMENT

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which

sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

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

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.35 LOSS OF FUNDING

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

2.36 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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.37 SUBCONTRACTING

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

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

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

2.38 SURVIVAL

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

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor, other than sales taxes owed for goods or services provided for this Agreement, or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE/SUSPENSION

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

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

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

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

2.42 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

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

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

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

- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

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

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD

CONTRACTOR: City of Richland
Agreement Number: PR26-96410-002

I, Heather Kintzley, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of City of Richland (the CONTRACTOR); and

By my initials below, I acknowledge that one of the following is true:

 I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

 As to questions of fact material to the opinions expressed herein, I have relied upon the certifications and representations of the Contractor without undertaking to verify the same by independent investigation.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Heather Kintzley

City Attorney

Name



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-17, Authorizing a Service Agreement with Waltek II, Incorporated (d/b/a Intermountain Materials Testing) for Materials Testing Services

Department/Office

Public Works

Ordinance/Resolution Number

2026-17

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-17, authorizing the City Manager to sign and execute a service agreement with Waltek II, Incorporated (d/b/a Intermountain Materials Testing) for on-call materials testing services of roadway and utility construction.

Summary

The City of Richland requires qualified materials testing services to ensure roadway and utility infrastructure projects are constructed in accordance to project specifications. A competitive Request for Proposals (RFP) process was conducted in accordance with the City's purchasing policies, resulting in seven (7) proposals from qualified firms. Following evaluation of the proposals, Waltek II, Incorporated (d/b/a Intermountain Materials Testing), was determined to be the most qualified firm to provide on-call materials testing services. Entering into a five (5) year service agreement will provide consistency in administrative functions associated with City projects.

Staff recommends adoption of Resolution No. 2026-17.

Fiscal Impact

The total estimated cost of the agreement is \$600,000 over the five-year term (approximately \$120,000 per year). Funding will be provided through a combination of Public Works Administration & Engineering Division operating budget for private development services, as well as the Capital Improvement Plan (CIP) associated with various Public Works capital improvement projects. These combined funding sources are sufficient to support the current year's anticipated expenses and will be budgeted annually for the duration of the agreement.

Attachments

1. Resolution No. 2026-17
2. Proposed Consultant Agreement for Material Testing Services with Waltek II, Inc.

RESOLUTION NO. 2026-17

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SERVICE AGREEMENT WITH WALTEK II,
INCORPORATED (D/B/A INTERMOUNTAIN MATERIALS TESTING)
FOR ON-CALL MATERIALS TESTING SERVICES OF ROADWAY
AND UTILITY CONSTRUCTION.**

WHEREAS, the City of Richland requires materials testing services to ensure infrastructure is built to project specifications; and

WHEREAS, securing these services for a five (5) year period serves the City's best interests by providing consistency in administrative functions associated with the work; and

WHEREAS, a competitive Request for Proposals (RFP) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified construction materials testing consultant; and

WHEREAS, the City received seven (7) responses to the RFP; and

WHEREAS, Waltek II, Incorporated, doing business as Intermountain Materials Testing, was selected as the most qualified consultant to complete the work.

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 service agreement with Waltek II, Incorporated (d/b/a Intermountain Materials Testing) to provide the City's materials testing needs.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Material Testing Services

This Agreement is entered into this _____ day of February, 2026 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Waltek II, Incorporated d/b/a Intermountain Materials Testing ("Consultant")**, a Washington for-profit corporation with service at 2301 N. Commercial Avenue, Pasco, WA 99302. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFP 25-0097
 4. ☒ Exhibit B: Solicitation No. RFP 25-0097 proposal response submitted by Consultant dated December 9, 2025.
 5. ☐ Additional Documents – .

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2030.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2030.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Six Hundred Thousand Dollars and No Cents (\$600,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland

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

Contact Name: Scott Walters
Name of Firm: Waltek II, Inc. dba Intermountain
Materials Testing
Address: 2301 N. Commercial Ave.
Address: Pasco, WA 99302
Email: swalters@imt-testing.com
Phone Number: (509) 545-9217

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Team Contract

The City intends to award a five (5) year term contract for material testing services.

Project Description

The scope of work for this project includes, but not limited to, the following:

- A. Compaction testing of earthwork, foundation subgrades, aggregates, utility backfill and structural fill.
- B. Sampling and laboratory testing of concrete for foundations, structural members, and site work elements and slabs.
- C. Field density testing of hot mix asphalt.
- D. Laboratory testing of soils, aggregates, hot mix asphalt and masonry materials.
- E. Provide materials testing for those tests appearing in the WSDOT's Standard Specifications for Roads, Bridges and Municipal Construction, the WSDOT Construction Manual and the current version of AASHTO's Standard Specifications for Transportation Materials and Methods of Sampling and Testing. The following is a list of known tests and testing standards that may be utilized on City of Richland projects for the agreement term:
 - 1. Cement Concrete: ASTM C172, ASTM C143/C143M, ASTM C231, ASTM C1064, ASTM C31C/C31M, ASTM C39/C39M, ASTM C42/C42M
 - 2. Hot Mix Asphalt, Soils and Aggregates: ASTM D3549, ASTM D979, AASHTO T168, ASTM D1188, ASTM D2726, ASTM D1188, ASTM D2950, ASTM D1557, ASTM D1556, ASTM D2167, ASTM D2922, ASTM D2937, ASTM D2487
 - 3. Concrete Masonry Unit: ASTM C140, ASTM C780, ASTM C1019, ASTM C1314.
- F. The City may request a quick turnaround for testing services.

City Provided Services / Resources

For this project, the City will provide the following:

- A. City assigned Construction Engineer to manage testing requirements and results.
- B. City assigned Construction Inspector to monitor on-going construction activities and coordinate/schedule testing services.

Funding and Cost

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed maximum amount of \$120,000 annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Resolution for Adoption

Strategic Priority 3 - Focused Development

Subject

Resolution No. 2026-18, Authorizing a First Amendment to the Option Agreement with Washington Energy, LLC

Department/Office

City Manager

Ordinance/Resolution Number

2026-18

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-18, authorizing the City Manager to sign and execute a First Amendment to Contract No. 54-25 with Washington Energy, LLC.

Summary

On January 7, 2025, the Richland City Council adopted Resolution No. 2025-06, authorizing a real estate option agreement with Washington Energy, LLC (See Richland Contract No. 54-25; the "Original Agreement"). The Original Agreement contemplates the phased purchase of 425 acres over a period of six (6) years for the development of a uranium enrichment and nuclear-oriented industrial campus. Washington Energy, LLC has requested an amendment to the option agreement to allow additional time to perform due diligence and to remedy minor technical deficiencies with the Original Agreement.

Washington Energy, LLC has demonstrated market viability, in part, by receiving a task order valued at \$900,000,000 from the United States Department of Energy that activates an existing indefinite quantity purchase order (under the name "General Matter") to produce High-Assay Low-Enriched Uranium (HALEU) in support of Executive Order Nos. 14300 and 14302. Washington Energy, LLC is working to develop multiple HALEU production sites nationwide, and the Richland site has high potential to contribute significantly to Washington Energy, LLC's efforts. Tri-City Development Council (TRIDEC) supports the proposed First Amendment to the Original Agreement.

Staff recommends adoption of Resolution No. 2026-18.

Fiscal Impact

None.

Attachments

1. Resolution No. 2026-18
2. Proposed First Amendment to the Option Agreement with Washington Energy, LLC (Contract No. 54-25)

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE OPTION
AGREEMENT WITH WASHINGTON ENERGY, LLC.**

WHEREAS, on January 7, 2025, Richland City Council adopted Resolution No. 2025-06, authorizing a real estate option agreement with Washington Energy, LLC (*see* Richland Contract No. 54-25; the “Original Agreement”); and

WHEREAS, the Original Agreement contemplates the purchase of 425 acres over six (6) years for the development of a uranium enrichment and nuclear-oriented industrial campus; and

WHEREAS, Washington Energy, LLC desires to amend the option agreement to allow for additional time to perform due diligence and to remedy minor technical deficiencies with the Original Agreement; and

WHEREAS, Washington Energy, LLC has demonstrated market viability, in part, by receiving a task order valued at \$900,000,000 from the United States Department of Energy that activates an existing indefinite quantity purchase order (under the name General Matter) to produce High-Assay Low-Enriched Uranium (HALEU) in support of Executive Order Nos. 14300 and 14302; and

WHEREAS, Washington Energy, LLC is working to develop more than one site nationally to produce HALEU, and the Richland site has high potential to contribute significantly to Washington Energy, LLC’s efforts; and

WHEREAS, the Tri-City Development Council (TRIDEC) supports the proposed First Amendment to the Original Agreement.

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 Contract No. 54-25 with Washington Energy, LLC.

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 3rd day of February, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

FIRST AMENDMENT TO OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

This FIRST AMENDMENT TO OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY (this "Amendment") is dated as of January _____, 2026 (the "Effective Date") and is made by and among CITY OF RICHLAND, a Washington municipal corporation ("Seller"), and WASHINGTON ENERGY, LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Option Agreement for Purchase of Real Property dated February 6, 2025 (the "Option Agreement") with respect to certain land consisting of 425 acres, located at 2100 Horn Rapids Road, City of Richland, Benton County, Washington.

WHEREAS, Seller and Buyer acknowledge that the Initial Option Term expires according to the terms of the Option Agreement on February 6, 2026.

WHEREAS, Seller and Buyer desire to modify and amend the Option Agreement in order to, among other things, (a) memorialize Buyer's election to exercise its right to extend the Option Term for the first Extension Period of an additional twelve (12) months; (b) extend the Contingency Date for an additional twelve (12) month period; and (c) further amend and modify the Option Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, notwithstanding anything to the contrary contained in the Option Agreement, Seller and Buyer hereby agree as follows:

1. Effective Date; Capitalized Terms. The provisions of this Amendment shall be effective as of Effective Date. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Option Agreement.

2. Extension of Option Term. Buyer hereby exercises its right pursuant to Section 2.2(C) of the Option Agreement to extend the Option Term until February 6, 2027, and, this Amendment shall constitute the written notice of extension contemplated by Section 2.2(C) of the Option Agreement. In accordance with Section 2.3(B) of the Option Agreement, Buyer shall deposit in escrow with the Title Company one-half (1/2) of the first Extension Deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) on or before February 11, 2026.

3. Amendments.

(a) Definition of Property. Section 1.1(A) of the Option Agreement is hereby amended by deleting said Section 1.1(A) in its entirety and replacing it with the following:

“A.that certain land consisting of approximately 425 acres, located at 2100 Horn Rapids Road, City of Richland, Benton County, Washington and identified as Parcels 1 & 2 (excluding Tract C) and Parcel 3 on Exhibit A attached hereto (the “Land”);”

(b) Option Exercise. The penultimate sentence of Section 2.2(C) of the Option Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

“Each written notice to exercise the Option shall specify a “Closing Date”, which shall be no fewer than thirty (30) business days nor more than ninety (90) business days after the date the written notice is given.”

(c) Contingency Date. The first sentence of Section 3.1(A) of the Option Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

“A. Buyer and its agents, employees, representatives and contractors shall be permitted to perform due diligence with respect to the Property from and after the Effective Date through February 6, 2027 (the “Contingency Date”), and, if Buyer has not terminated this Option Agreement on or prior to the Contingency Date, through the remaining Option Term and any Closing Date.”

(d) Signature Page. Seller’s second signature block on Page 12 of the Option Agreement is hereby amended by deleting the name and title of the signatory and replacing it with the following:

Heather Kintzley, City Attorney

4. Miscellaneous. If any one or more of the provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Amendment constitutes the entire agreement between Seller and Buyer regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings. This Amendment may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party or parties against whom enforcement of any changes, termination or waiver is sought. This Amendment shall be binding upon, and inure to the benefit of the parties hereto, their respective legal representatives, heirs, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same Amendment. Further, the parties hereto consent and agree that this Amendment may be signed and/or transmitted by e-mail of a .pdf document or using electronic

signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and effective to bind the other party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Amendment electronically, and (2) the electronic signatures appearing on this Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. This Amendment shall be governed by the laws of the State of Washington without reference to conflicts of law principles. In the event of any conflict between the Option Agreement and this Amendment, the terms and provisions of this Amendment shall prevail. Except as specifically amended hereby, all of the terms and conditions of each of the Option Agreement are and shall remain in full force and effect and are hereby ratified and confirmed.

[The signature page is the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment, by their duly authorized signatories, as of the day and year first above written.

Seller:

CITY OF RICHLAND,
a Washington municipal corporation

By: _____
Jon Amundson, ICMA-CM
City Manager

Date of signature: _____

APPROVED AS TO FORM:

By: _____
Heather Kintzley, City Attorney

Buyer:

WASHINGTON ENERGY, LLC,
a Delaware limited liability company

By: _____
Drew DeWalt
Chief Operating Officer

Date of signature: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/3/2026

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject

Council Assignments Process (Discussion Only)

Department/Office

City Manager

Ordinance/Resolution Number

Document Type

Presentation

Recommended Motion

None.

Summary

City Manager Jon Amundson will facilitate a discussion with Richland City Council related to the Council liaison assignments for calendar years 2026-2027.

Fiscal Impact

None.

Attachments
