



Agenda

City Council Regular Meeting

Tuesday, February 2, 2021

Zoom – Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. LIGO Month Proclamation
 - Ryan Lukson, Mayor
2. Annual Development Services Update
 - Kerwin Jensen, Development Services Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

3. Approval of the January 19, 2021 Council Meeting Minutes and January 26, 2021 Council Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

4. Ordinance No. 01-21, Amending Richland Municipal Code Title 2: Administration and Personnel to add Chapter 2.36 RMC related to Relocation Assistance

- Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

Resolutions - Adoption:

5. Resolution No. 13-21, Approving 2021 Business License Reserve Fund Awards
 - Kerwin Jensen, Development Services Director
6. Resolution No. 14-21, Authorizing an Interlocal Agreement with the Port of Benton related to the 2021 Pavement Preservation Program
 - Pete Rogalsky, Public Works Director
7. Resolution No. 15-21, Authorizing an Agreement with TRIDEC for 2021 Marketing and Representation Services
 - Kerwin Jensen, Development Services Director
8. Resolution No. 16-21, Replacing Exhibit A of Resolution No. 159-20 to Correct the Compensation Plan for Unaffiliated Employees - 2015 and Continuing
 - Cathleen Koch, Administrative Services Director
9. Resolution No. 17-21, Authorizing a Street Latecomer Agreement with Viking Builders, LLC for Construction of a Segment of Gage Boulevard
 - Pete Rogalsky, Public Works Director
10. Resolution No. 18-21, Authorizing a Service Agreement with Intermountain Materials Testing & Geotechnical for Materials Testing Services
 - Pete Rogalsky, Public Works Director
11. Resolution No. 19-21, Authorizing a Release and Settlement Agreement with Michael and Jolene Grimes, and Extending Water and Sewer Services to 1063 Allenwhite Drive
 - Heather Kintzley, City Attorney

Items - Approval:

Expenditures - Approval:

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

12. Executive Session Per RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee (60 minutes)
 - Ryan Lukson, Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. 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 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
LIGO Month Proclamation

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:
None.

Summary:

With the establishment of the LIGO Scientific Collaboration of International Physics institutes and research groups in 1997, and the Virgo Collaboration in 2000, LIGO and Virgo were together dedicated to the search for gravitational waves, which were predicted by Albert Einstein in his 1916 General Theory of Relativity.

On September 14, 2015, LIGO's two sites together achieved the world's first detection of gravitational waves whose source was the coalescence of two black holes located 1.3 billion light-years away. On August 17, 2017, the two LIGO sites, together with the Virgo site, detected gravitational waves, whose source was the coalescence of two neutron stars located 130 million light-years away.

IEEE's 213th Milestone titled "Gravitational-Wave Antenna, 1972-1989" will be dedicated at the LIGO site on February 3, 2021.

Mayor Lukson will read a proclamation proclaiming February as LIGO/VIRGO Gravitational-Wave Antenna Month.

Fiscal Impact: None.

Attachments:

- I. LIGO Proclamation



Proclamation

WHEREAS, in 1984, the National Science Foundation (NSF) approved a development plan for the Large Interferometric Gravitational Wave Observatory (LIGO), which led to a 1990 construction proposal and the section of Hanford, Washington as one of two sites in 1992; and

WHEREAS, on September 14, 2015, LIGO's two sites together achieved the world's first detection of gravitational waves, whose existence had been predicted 99 years earlier by Albert Einstein, for which LIGO co-founders Rainer Weiss, Kip Thorne and Barry Barish were awarded the 2017 Nobel Prize in Physics "for decisive contributions to the LIGO detector and the observation of gravitational waves"; and

WHEREAS, IEEE, the Institute of Electrical and Electronics Engineers, is a professional association with over 423,000 members worldwide, and which has dedicated 212 IEEE Milestones honoring significant technical and scientific achievements throughout the world; and

WHEREAS, IEEE's 213th Milestone titled "Gravitational-Wave Antenna, 1972-1989" bearing a citation reading, in part, "In 2015, LIGO antennas, located here and in Louisiana, first detected gravitational waves produced 1.3 billion years ago from two merging black holes" will be dedicated at the LIGO site on February 3, 2021; and

WHEREAS, Richland, Washington recognizes the extraordinary achievements of the LIGO gravitational-wave antennas.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim February 2021 as LIGO/VIRGO Gravitational-Wave Antenna Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 2nd day of February, 2021.



Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Presentations

Core Focus Area 3 - Increase Economic Vitality

Subject:
Annual Development Services Update

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:
None.

Summary:
Staff will give an overview of the activities occurring in Development Services in 2020.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the January 19, 2021 Council Meeting Minutes and January 26, 2021 Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on January 19, 2021 and the Council workshop meeting held on January 26, 2021.

Summary:

Draft meeting minutes from the Council meeting held on January 19, 2021 and the Council Workshop meeting held on January 26, 2021 are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

1. Draft January 19, 2021 City Council Meeting Minutes
2. Draft January 26, 2021 Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, January 19, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Workshop - 5:00 p.m. via Zoom

Mayor Lukson called the remote Council Workshop to order at 5:00 p.m.

Agenda Item

1. Executive Session per RCW 42.30.110 (1)(i): Discuss Evaluation of Qualifications of an Applicant for Public Employment

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present, along with retained attorney Ann Marie Soto.

COUNCIL EXITED THE EXECUTIVE SESSION AT 5:56 P.M.

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

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

Welcome and Roll Call

Mayor Lukson welcomed those attending the remote meeting.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Public Works Director Rogalsky, Energy Services Director Whitney, Administrative Services Director Koch, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Finance Director Allen, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. DURING DISCUSSION, COUNCILMEMBER BORING PULLED CONSENT AGENDA ITEM NO. 8, RESOLUTION NO. 10-21, AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH JOHN WATSON FOR PROPERTY LOCATED AT 3077 KINGSGATE WAY.

ITEM NO. 8 WAS MOVED TO ITEM NO. 4 UNDER ITEMS OF BUSINESS.

BASED ON COUNCILMEMBER BORING'S ACTIONS, COUNCILMEMBER THOMPSON MODIFIED THE MOTION TO APPROVE THE AGENDA AS AMENDED, AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION. THE MOTION CARRIED 7-0.

Presentations

None.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedures.

The following individual submitted comments to be read aloud:

Jeri Rosenthal - 570 Holly Street, Richland, WA: Mr. Rosenthal requested that Council consider changing the recycling pick-up schedule back to the previous schedule as the new schedule has caused confusion for many residents.

The following individuals provided public comments via telephone:

Eric Denley - 222 Pearl Street, New Albany, IN: Mr. Denley, a corporate officer and in-house counsel for the American Queen Steamboat Company, stated his disappointment with the recent approval of Resolution No. 169-20, authorizing a fifteen (15) year facility use agreement with American Cruise Lines for priority docking rights. Mr. Denley added that American Queen Steamboat Company has used the docking facility in Richland since 2014. He then gave an opinion that the facility use agreement with American Cruise Lines will create difficulties for AQSC and other similar cruise lines.

Mayor Lukson directed staff to prepare information for Council review in response to Mr. Denley's comments.

Trish Clements - 11400 SE 8th Street Ste. 450, Bellevue, WA: Ms. Clements, a representative of Goldsmith Associates of Bellevue, WA, voiced her support for Ordinance Nos. 51-20 and 52-20.

Keith Goldsmith - 11400 SE 8th Street Ste. 450, Bellevue, WA: Mr. Goldsmith of Goldsmith Associates voiced his support for Ordinance Nos. 51-20 and 52-20.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT AND COUNCILMEMBERS BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Minutes

2. Approval of the January 5, 2021 Council Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

3. Resolution No. 02-21, Authorizing a Consultant Agreement with H. W. Lochner, Inc. for the South George Washington Way Intersection Improvements Project
4. Resolution No. 06-21, Authorizing a First Amendment to Purchase and Sale Agreement No. 52-18 with AK's Investments, LLC for Property located at the Northeast Corner of Clubhouse Lane and Kingsgate Way
5. Resolution No. 07-21, Authorizing a Grant Agreement with the Department of Ecology for the Hains Avenue Stormwater Improvement Project
6. Resolution No. 08-21, Authorizing an Interlocal Agreement with Energy Northwest for Technical Services
7. Resolution No. 09-21, Authorizing a Grant Application to the Washington State Department of Transportation for Pavement Preservation of Stevens Drive
8. Resolution No. 10-21, Authorizing a Purchase and Sale Agreement with John Watson for property located at 3077 Kingsgate Way. **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 4)**
9. Resolution No. 11-21, Approving the Final Plat of West Village - Phase 5

Items – Approval

None.

Expenditures – Approval

10. Expenditures from December 1, 2020 to December 31, 2020 for \$39,427,358.45 including Travel Check Nos. 19957-19959, Accounts Payable Check Nos. 285011-286236, Accounts Payable Wires Nos. 8372-8415, Payroll Wires & ACH Nos. 11835-11877, Payroll Direct Deposits & Check Nos. 172850-173916, Pension Check Nos. 5684-5713, WA DOR Wire No. 1220.

Items of Business

1. Ordinance No. 51-20, Approving the 2020 Comprehensive Plan Amendments - Second Reading

Planning Manager Stevens refreshed Council's recollection on proposed Ordinance Nos. 51-20 and 52-20, and offered his response to the citizen comments made during the public hearing on the two actions. Councilmember Boring expressed her appreciation for the staff memorandum, and voiced her support for the two ordinances.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO ADOPT ORDINANCE NO. 51-20. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

2. Ordinance No. 52-20, Approving Amendments to RMC Title 23 and the Official Zoning Map of the City of Richland - Second Reading

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO ADOPT ORDINANCE NO. 52-20. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

3. Resolution No. 12-21, Appointing Jon Amundson as Interim City Manager

Mayor Lukson read the press release announcing the appointment of Assistant City Manager Jon Amundson as Interim City Manager effective January 23, 2021.

MAYOR LUKSON MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 12-21. THE MOTION CARRIED 7- 0.

4. Resolution No. 10-21, Authorizing a Purchase and Sale Agreement with John Watson for property located at 3077 Kingsgate Way.

Councilmember Boring identified naming inconsistencies between the purchase and sale agreement and the proposed resolution, and asked that the inconsistencies be remedied before execution of the documents. Councilmember Boring also requested information on the process and timeliness regarding property appraisals, to which Assistant City Manager Amundson replied.

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE RESOLUTION NO. 10-21, SUBJECT TO UPDATING THE DOCUMENTS TO REFLECT THE CORRECT LEGAL ENTITY. THE MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Reents had no comments. Mayor Lukson invited Assistant City Manager Amundson to address the public comment regarding the recycling schedule. Assistant City Manager Amundson stated that the change was communicated to the public in a variety of ways, and provided an overview of the challenges with collecting cans for garbage, green waste and recycling on the same day.

City Council

Councilmember Lemley expressed interest in reviewing the dock issue raised during public comments. Councilmember Lemley also read a prepared statement in which he praised City Manager Reents for her service to the City.

Councilmember Thompson shared his observations regarding recent published medical studies in which the U.S. Food and Drug Administration (FDA) identified a drug called Ivermectin as a possible treatment for COVID-19. Councilmember Thompson also acknowledged City Manager Reents' many accomplishments, and opined that she will certainly continue to accomplish great things.

Councilmember Christensen expressed an interested in receiving additional information regarding the dock issue.

Councilmember Boring expressed well-wishes for City Manager Reents.

Councilmember Alvarez made a personal announcement regarding COVID-19 and encouraged everyone to stay healthy and safe.

Mayor Pro Tem Kent thanked Councilmember Alvarez for sharing his personal announcement regarding COVID-19. She encouraged community members to get tested for COVID-19 at any of the testing site locations. Mayor Pro Tem Kent added that she is also interested in receiving information regarding the dock issue. Mayor Pro Tem Kent praised various community partners, city departments and staff members who have

hosted a variety of curbside and virtual activities and programs for community members. Finally, Mayor Pro Tem Kent announced that representatives from the Richland Public Library Board of Trustees and the Parks & Recreation Commission will present their annual accomplishments and goals for the year at an upcoming City Council meeting.

Mayor

Mayor Lukson provided an overview of a conversation he had with Governor Inslee's staff regarding the *Healthy Washington – Roadmap to Recovery* metrics which dictate how and when the county reopens. Mayor Lukson also announced that a mass vaccination site will open at the Benton-Franklin County Fairgrounds. He expressed optimism that Benton County will receive an over-allocation of the vaccine. Additional details will be released by the Washington State Department of Health in the next few days regarding the vaccine distribution plan. Benton County remains one of the highest in the state for transmission rates.

Mayor Lukson shared that he was elected to the Richland City Council in 2018, and has enjoyed his working relationship with City Manager Reents. He added that her passion for the City is self-evident. Mayor Lukson wished City Manager Reents the best, and thanked her for her contributions to the City of Richland.

Adjournment

Mayor Lukson adjourned the meeting at 6:53 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, January 26, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Workshop - 6:00 p.m. via Zoom

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

Attendance: Mayor Lukson, Mayor Pro Tem Kent and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson.

Also present were Interim City Manager Amundson, City Attorney Kintzley, Public Works Director Rogalsky, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Rogers.

Agenda Items

1 Water System Resiliency Evaluation

Public Works Director Rogalsky provided an overview of the America's Water Infrastructure Act and presented on the City's recently completed Water System Risk and Resiliency Assessment.

Councilmember Boring requested to receive budget proposal information related to the recommended follow-up action items.

2 Setting Prices for Horn Rapids Industrial Park, Horn Rapids Business Center and Horn Rapids Commercial Plaza

Interim City Manager Amundson provided a brief overview of the purpose of this agenda item, then invited Development Services Director Jensen to provide additional information.

Development Services Director Jensen presented on current market appraisal values for City-owned property located in the Horn Rapids Industrial Park, Horn Rapids Business Center and Commercial Plaza as provided by Valbridge Property Advisors.

Staff briefed Council on the current appraisal process established by Resolution No. 158-18, then introduced recommended alternatives for land sale pricing and selection of appraisal firms for Council consideration.

Council and staff discussion ensued during Mr. Jensen's presentation. Council further discussed the current appraisal process and proposed changes to the procedure moving forward.

Interim City Manager Amundson recommended obtaining an immediate second appraisal for future price determinations. In the interim, if there is an interest to purchase property, a resolution can be passed to approve the sale. Staff and Council will have an opportunity to revisit the proposals if a discrepancy between the two appraisals are identified. Council agreed with the recommendation.

3. Lee Boulevard Dock Facility Use Agreement (FUA) for Cruise Boats

Parks & Public Facilities Director Schiessl presented on the Lee Boulevard Dock construction, intended use, various vessels that frequent the dock, and economic benefits associated with the presence of the cruise line agencies in Richland.

Staff provided an overview of the approved American Cruise Lines (ACL), Inc. FUA, adding that the FUA secured Richland as an ACL port of call along the Columbia River. Staff then addressed comments previously provided by American Queen Steamboat Company (AQSC) regarding the ACL FUA. P&PF Director Schiessl provided information on ACL's anticipated intent to construct a second dock at Tract D in Columbia Point, which aligns with the City's strategic goals surrounding economic development and promotion of the cruise industry for local benefit.

Council and staff engaged in conversation regarding the ACL FUA and docking permissions for other cruise line agencies, including a recommendation, if possible, that ACL work with AQSC to schedule bookings 2-3 years in advance.

Adjournment

Mayor Lukson adjourned the meeting at 7:32 p.m.

Approved:

Attest:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 01-21, Amending Richland Municipal Code Title 2: Administration and Personnel to add Chapter 2.36 RMC related to Relocation Assistance

Department:
City Attorney

Ordinance/Resolution Number:
01-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 01-21, amending Richland Municipal Code Title 2: Administration and Personnel by adding Chapter 2.36 RMC related to relocation assistance.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with federal or state law.

Ordinance No. 01-21 will create an assistance relocation process consistent with Chapter 8.26 RCW, which provides a uniform policy for the fair and equitable treatment of persons displaced as a direct result of state or local public works programs in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public as a whole. Because municipal right-of-way acquisition is common, many municipalities have adopted a relocation assistance ordinance to ensure compliance with state law.

The primary function of the relocation assistance ordinance is to identify a designated pathway for administrative appeal of relocation assistance decisions. Richland's Hearing Examiner has experience adjudicating matters of this nature, and has agreed to handle these appeals on behalf of the City of Richland. The City does not anticipate a significant number of appeals.

Staff recommends approval of Ordinance No. 01-21 for first reading, by title only.

Fiscal Impact:

No costs are associated with creating Chapter 2.36 RMC.

Attachments:

- I. Ordinance No. 01-21

ORDINANCE NO. 01-21

AN ORDINANCE of the City of Richland amending Title 2: Administration and Personnel of the Richland Municipal Code by creating a new Chapter RMC 2.36 providing for relocation assistance.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with federal and state law; and

WHEREAS, Chapter 8.26 RCW provides a uniform policy for the fair and equitable treatment of persons displaced as a direct result of state or local public works programs in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public as a whole; and

WHEREAS, the City's best interests are served by adopting an ordinance establishing a relocation assistance process, to include a pathway for administrative appeal of relocation assistance decisions.

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

Section 1. A new section, entitled Relocation Assistance, is hereby created and codified as Chapter 2.36 RMC, and shall read as follows:

Title 2 ADMINISTRATION AND PERSONNEL¹

Chapters:

- 2.04 Administrative Code**
- 2.08 Emergency Operations**
- 2.10 Utility Advisory Committee**
- 2.11 Americans with Disabilities Citizens Review Committee**
- 2.12 Library Board**
- 2.13 *Repealed***
- 2.14 Economic Development Committee**
- 2.15 Lodging Tax Advisory Committee**
- 2.16 Planning Commission**
- 2.17 Arts Commission**
- 2.18 Parks and Recreation Commission**
- 2.19 *Repealed***
- 2.20 Code Enforcement Board**
- 2.24 Bonds for Officers and Employees**
- 2.26 Conduct of Public Officials and Public Employees – Code of Ethics**
- 2.28 Personnel Plan**
- 2.30 Legal Actions Brought Against City Officials and Employees**
- 2.31 Fingerprinting**

- 2.32 Salaries
- 2.34 Notice of Civil Trespass for Public Property
- 2.36 Relocation Assistance
- 2.44 Firemen's Pension Board
- 2.48 Police Relief and Pension Board
- 2.49 Travel Expense
- 2.50 Advance Travel Expense Revolving Fund
- 2.51 Gun Permit Change Fund
- 2.54 *Repealed*
- 2.56 Public Information Program
- 2.58 Smoking and the Use of Tobacco-Related Products in the Work Environment
- 2.60 Sister City Relationships

Chapter 2.36 RELOCATION ASSISTANCE

Sections:

2.36.010 Purpose.

2.36.020 Relocation assistance.

2.36.030 Authorizing the city manager to develop guidelines.

2.36.040 Relocation assistance appeals.

2.36.010 Purpose.

The purpose of this chapter is to establish a uniform policy for the fair and equitable treatment of persons displaced as a result of the public works programs of the city of Richland. In addition, this chapter is intended to encourage and expedite the acquisition of real property for public works projects by agreement to reduce litigation and to assure consistent treatment of those affected by public works projects. Nothing in this chapter may be construed as creating in any condemnation proceeding brought under the power of eminent domain any element of value or damage separate and distinct from a real property interest.

2.36.020 Relocation assistance.

The city adopts Chapter 468-100 WAC as adopted or hereafter amended to govern the procedures for relocation services in the event a Richland public works project or program will result in the displacement of persons.

2.36.030 Authorizing the city manager to develop guidelines.

The city manager or designee is hereby authorized to take all necessary steps to create guidelines to provide relocation assistance consistent with Chapter 8.26 RCW and Chapter 468-100 WAC.

2.36.040 Relocation assistance appeals.

A. Any person who believes that the city has failed to properly determine the person's eligibility for, or the amount of, a payment required under WAC 468-100-105 or RCW 8.26.200, or a relocation payment under Chapter 8.26 RCW or Chapter 468-100 WAC,

may file a request for reconsideration within sixty (60) days following a written determination of relocation benefits. The request must be in writing to the director of public works and contain the information contained in subsection B of this section.

B. All requests for reconsideration and appeals under this section shall be in writing, but no specific form is required and the reconsideration or appeal shall be considered regardless of form. The notice or letter shall state what issues are being claimed, the reasons why the aggrieved person believes the claim should be allowed, and how the person believes he or she is otherwise aggrieved. The letter or notice shall clearly identify the city project and parcel of real property involved and shall bear the signature and address of the aggrieved person or the person's authorized representative.

C. The director of public works shall make a decision on the reconsideration request within thirty (30) days of receipt of the written request.

D. Any person may appeal the written determination of relocation benefits or the director's reconsideration decision to the city's hearing examiner. The appeal must be made in writing within sixty (60) days of the receipt of the written determination of relocation benefits (if reconsideration not requested) or within sixty (60) days of the written reconsideration decision (if reconsideration is requested). The hearing examiner may refuse to schedule any hearing on an appeal until receipt of all information set forth in subsection B of this section, or may issue an order providing for dismissal of such appeal upon failure of the appellant to comply with subsection B of this section within fourteen (14) calendar days of a request by the city for the required information. The hearing examiner's decision shall be final and binding on the parties.

E. Failure to file an appeal in a timely manner shall be a bar to consideration of the appeal by the hearing examiner.

F. The city shall permit a person to inspect and copy all materials pertinent to the person's appeal, except materials which are classified as confidential by the city and that are exempt from disclosure under the Public Records Act, Chapter 42.56 RCW. The city may, however, impose reasonable conditions on the person's right to inspect, consistent with applicable laws.

G. Hearings shall be conducted using the procedures set forth by the hearing examiner.

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

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

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction

of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

Section 5. Upon passage of this Ordinance, Resolution No. 66-14 is hereby repealed.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 13-21, Approving 2021 Business License Reserve Fund Awards

Department:
Development Services

Ordinance/Resolution Number:
13-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 13-21, approving 2021 Business License Reserve Fund awards and authorizing the City Manager to sign and execute agreements with recipients.

Summary:

The Economic Development Committee (EDC) unanimously recommended the award of \$145,000 for the first round of Business License Reserve Fund (BLRF) applications. Approval of these four (4) applications will leave additional funds for other eligible entities to make application once COVID-19 restrictions are adjusted to allow for events and other regularly funded activities.

New in 2021 is a business recovery and resiliency program, through the Small Business Development Center, to assist with business coaching and resiliency. The program will be administered remotely, and will provide a resource by assisting new and established businesses.

The Tri-City Regional Chamber of Commerce is also continuing the Economic Gardening Program with plans to assist two more Richland businesses during 2021. This is for stage-two businesses looking to expand to their next phase of growth.

The Commercial Façade Improvement Program has been expanded to support improvements for small businesses and reduce blight. Exterior building improvements seen from the public right-of-way such as windows, doors, lights, and siding qualify for this matching program.

The Uptown Business Improvement District has plans for an art program in the alley that will also reduce blight in the area and increase visibility attracting people to the Uptown.

Staff recommends adoption of Resolution No. 13-21.

Fiscal Impact:

The total Business License Reserve Fund balance for 2021 is \$202,710. Based on committed funds and these requests, \$22,690 will remain for eligible entities to apply later in the year after COVID-19 restrictions become less restrictive. This year's award recommendations are focused largely on business recovery and assistance in light of the pandemic.

Attachments:

- I. Resolution No. 13-21

RESOLUTION NO. 13-21

A RESOLUTION of the City of Richland awarding the distribution of funds from the Business License Reserve Fund.

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.385, City Council established a reserve funded through a portion of fees for business licenses that is used to promote business activities related to tourism, core development, general economic development, capital expenditures for community improvements, and the prevention of blight; and

WHEREAS, an estimated \$202,000 is available for eligible projects in 2021; and

WHEREAS, applications were solicited and reviewed by the Economic Development Committee (EDC); and

WHEREAS, at its January 11, 2021 special meeting, the Economic Development Committee recommended allocation of \$145,000 toward projects determined eligible under RMC 5.04.385 and RMC 5.04.386 as described on **Exhibit A**, attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Business License Reserve Fund funding agreements in the amounts identified and with the applicants listed on **Exhibit A**.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

Description	Applicant	Amount
Business Resiliency Program (002)	Small Business Development Center	\$25,000
Economic Gardening (003)	TC Regional Chamber of Commerce	\$14,000
Alley Art Program (004)	Uptown Business Improvement Dist.	\$6,000
CIP Program (005)	Commercial Façade Improvement Program	\$100,000
	TOTAL	\$145,000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 14-21, Authorizing an Interlocal Agreement with the Port of Benton related to the 2021 Pavement Preservation Program

Department:
Public Works

Ordinance/Resolution Number:
14-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 14-21, authorizing the City Manager to sign and execute an interlocal agreement with the Port of Benton for 2021 Pavement Preservation projects.

Summary:

The City of Richland is preparing a 2021 Slurry Seal contract to apply slurry seal treatment to a number of city streets as part of its annual Pavement Preservation Program. Though small in comparison to the City's program, the Port of Benton also has a pavement management program that includes slurry seals on various Port-owned streets. Staff from each jurisdiction has determined that including the Port of Benton's 2021 slurry seal projects with the City's contract serves the best interests of both jurisdictions and the public. The benefits include reduced duplication of effort by staff in both jurisdictions, and anticipated reduced contract costs through a larger scope of work.

RCW 39.34.010 allows local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. Performing slurry seal treatment of Port-owned streets through the City's construction contract is an opportunity for such efficiency. The proposed interlocal agreement includes payment by the Port of Benton for the direct contract costs applied to Port-owned streets, and for a portion of the City's engineering and construction oversight costs attributed to the Port-owned streets. The agreement is fair to the City given that the City's increased costs for overseeing work on the Port-owned streets will be reimbursed.

Staff recommends adoption of Resolution No. 14-21.

Fiscal Impact:

The approved 2021 Capital Improvement Plan (CIP) has authorized \$2,230,000 for the 2021 Pavement Preservation Program. The 2021 Slurry Seal project is a part of the Pavement Preservation Program. Partnering with the Port of Benton for additional contract work may attract a larger pool of bidders with more competitive pricing. The Port of Benton will pay its share of the project costs, estimated at approximately \$300,000.

Attachments:

1. Resolution No. 14-21
2. Draft Interlocal Agreement with Port of Benton for 2021 Slurry Seal

RESOLUTION NO. 14-21

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Port of Benton related to the 2021 Slurry Seal project.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing 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, pursuant to RCW 39.34.080, each public agency is authorized to contract with any other public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the City of Richland has prepared a 2021 Slurry Seal contract to perform pavement preservation and maintenance on a number of city streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program; and

WHEREAS, the jurisdictions have determined that including the Port of Benton's 2021 slurry seal projects in the City's 2021 Slurry Seal contract serves the best interests of both jurisdictions and the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Port of Benton to include certain Port-owned streets in the City's 2021 Slurry Seal project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

Richland City Clerk
625 Swift Boulevard, MS-07
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND THE PORT OF BENTON
Re: 2021 Slurry Seal Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this _____ day of _____, 2021 (the "Effective Date"), by and between the **City of Richland**, a Washington municipal corporation, (hereafter "Richland" or "City"), and the **Port of Benton**, a political subdivision of the state of Washington (hereafter "the Port"). Richland and the Port are also herein referred to individually as a "Jurisdiction" and collectively as "the Jurisdictions."

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland has prepared a 2021 Slurry Seal contract to perform pavement preservation and maintenance on a number of city streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program; and

WHEREAS, the Jurisdictions have determined that including the Port of Benton's 2021 slurry seal projects into the City's 2021 Slurry Seal contract serves the best interests of the Jurisdictions and the public; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to assist the Port of Benton in preserving portions of Port-owned streets near the Richland Airport and Technology & Business Campus/Richland Innovation Center by applying a slurry seal to the streets as shown on attached **Exhibit A**. Such preservation is for the benefit of all citizens and visitors of Richland.

Section 2. Administration: The Richland City Manager or designee will administer this Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Port of Benton hereby commits to provide funding as set forth below:

- a. Contract work (including 10% contingency): \$ 308,000
- b. Contract administration/city inspection: 3%

This funding shall be used for the Project construction listed in the Bid Tabulations under Schedule B per the 2021 Slurry Seal contract documents.

- c. The Port of Benton agrees to provide a laydown area in north Richland if needed to support the work of the contractor.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the following:

- a. By March 5, 2021, City will include the locations of the Port's slurry seal areas and generate biddable construction drawings.
- b. On or about March 7, 2021, City will advertise the project for bids.
- c. On or about March 22, 2021, City will open bids.
- d. The City will provide the Port with a copy of the bid results. If the total cost of Schedule B work is at or below \$290,000 the City will proceed to award the project contract in accordance with City process requirements. If the total cost of Schedule B work is higher than \$290,000 the Port will review the bid received for Schedule B and notify City in writing by April 14, 2021 if the bid is acceptable for award.

No amendment to this Agreement is necessary to modify these scheduled action completion dates by less than sixty (60) days. Adjustments by sixty (60) days or greater require amendment to this Agreement, which may be executed administratively without further legislative action.

Section 5. Modification: Amendments to this Agreement must be in writing and executed by the duly authorized representative for each Jurisdiction. Said amendments may be executed without further legislative body action.

Section 6. Term of Agreement and Termination:

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement at its own expense, but recordation is not required.
- b. This Agreement shall expire on the date of completion of the Project.

Section 7. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement, and shall be maintained thereafter in accordance with the retention schedule established by the State of Washington for municipal records.

Section 8. No Separate Legal Entity: By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding or disposing of real or personal property will occur under this Agreement.

Section 9. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 10. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 11. 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 for which he or she is signing. The Jurisdictions 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.

Section 12. 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, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF RICHLAND

PORT OF BENTON

Jon Amundson, ICMA-CM
Interim City Manager

Diahann Howard, Executive Director

Attest:

Attest:

Jennifer Rogers, City Clerk

By:

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

David Billetdeaux, Port Counsel



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 15-21, Authorizing an Agreement with TRIDEC for 2021 Marketing and Representation Services

Department:
Development Services

Ordinance/Resolution Number:
15-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 15-21, authorizing the City Manager to sign and execute an Agreement with TRIDEC for 2021 marketing and representation services.

Summary:

The City of Richland contracts with TRIDEC for a large number of services. These include sharing project leads with the City's Economic Development staff, and connecting them to state and regional partners. TRIDEC also hosts regional meetings with electrical utility providers, BPA, and with the City's largest employers to help staff understand and influence future growth plans.

In addition, TRIDEC administers a database containing information on the City's industrial sites and facilities available for recruited industries. Available details include: site and structure plans; location; site dimensions and acreage; soil conditions and slope; transportation access; availability of utilities; zoning; neighboring land uses; ownership; and contact persons. TRIDEC also supplements the City's economic development activities through the administration of a client tracking system to manage and record prospect contacts, and delivers a report on all contacts made within the constraints of confidentiality agreements.

Finally, TRIDEC provides a real estate marketing platform for property listings housed on the TRIDEC website, and supports the City's redevelopment marketing efforts by working to attract more jobs to the Richland Central Business District.

Staff recommends approval of Resolution No. 15-21.

Fiscal Impact:

Funds are available and budgeted in the Industrial Development Fund to cover the value of this Agreement, which is not to exceed \$30,000.

Attachments:

1. Resolution No. 15-21
2. 2021 TRIDEC Contract and Work Plan

RESOLUTION NO. 15-21

A RESOLUTION of the City of Richland authorizing an agreement with the Tri-City Development Council for economic development, marketing, and business and industry recruitment services.

WHEREAS, economic vitality is a core focus of the City of Richland; and

WHEREAS, successful economic development in the City of Richland requires coordination throughout the Tri-Cities; and

WHEREAS, the Tri-City Development Council (TRIDEC) is the only authorized entity for regional coordination of economic development activity throughout the Tri-Cities; and

WHEREAS, the Tri-City Development Council actively recruits industrial and professional businesses to locate within the City of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with the Tri-City Development Council for economic development, marketing, and business and industry recruitment services.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2021 Economic Development, Marketing and Business and Industry Recruitment Services

This Agreement is entered into this _____ day of February, 2021 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Tri-City Development Council ("Consultant")**, a Washington non-profit corporation with service at 7130 W. Grandridge Blvd., Suite A, Kennewick, WA 99336.. **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 – TRIDEC 2021 Plan of Work.

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, 2021.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2021.

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 **THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000)**, 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.
- i) 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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

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.
 - a) 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.
 - b) 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
Fax: (509) 942-7397

Contact Name: Karl Dye
Name of Firm: TRIDEC
Address: 7130 W. Grandridge Blvd., #A
Address: Kennewick, WA 99336
Email: kdye@tridec.org
Phone Number: 509-735-1000
Fax Number: 509-735-6009

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
Interim 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

Task	Measurement	Target
Share project leads with City of Richland staff	Number of Leads	All leads that fit City of Richland's criteria
Connect City of Richland's Economic Development Team to state and regional partners	Number of Meetings	Continue bi-weekly regional economic development meetings
Host regional meetings with electrical utility providers and BPA with the goal of bringing more power to Horn Rapids Industrial Park	Number of Meetings	2 before 2022
Host regular meetings with City of Richland's Economic Development Team and Richland's largest employers to understand future growth plans	Number of Meetings	4 before 2022
Monthly business retention and expansion meetings with City of Richland businesses, inviting staff to participate	Number of Meetings	8 before 2022

- 1) **Quarterly Report.** Outcomes should be reported quarterly to the City Manager via the Economic Development office and include the following information:
 - a. Current progress toward the agreed tasks and measurements in the table above.
 - b. Industry specific marketing outcomes from social media, e-mail, newsletters, press releases, and briefing sessions completed in support of the City of Richland, Tri-Cities Research District and Horn Rapids Industrial Area.
 - c. Recruitment activities specifically related to the City of Richland, Tri-Cities Research District and Horn Rapids Industrial Area to include but not limited to:
 - i. Active lead generation (for all areas), status and outcomes from the efforts.
 - ii. Passive lead generation (for all areas), status and outcomes from these efforts.
- 2) **Semiannual Report.** Present outcomes to the Economic Development Committee on a semiannual basis, adding an additional relevant topic for presentation.
- 3) **Annual Report.** Detail the previous year's accomplishments and present the work plan for the current year to City Council in the first quarter of each year.
- 4) Consultant will coordinate the recruitment effort, making productive use of its own staff and volunteers, as well as personnel resources supplied by other partners, including but not limited to the City.

- 5) Consultant will function as the Associate Development Organization for the Washington State Department of Commerce. Consultant will engage businesses, educational institutions, the Department of Energy and its contractors, the Tri-Cities Visitor and Convention Bureau, and other bi-county economic development agencies to effectively support its industrial recruitment program.
- 6) Consultant, in cooperation with the City, will accomplish the following objectives:
 - a. Retain qualified business recruiting staff to work with designated City staff.
 - b. Maintain and follow a formal, written plan to market to, identify, recruit, qualify, and service industrial prospects. Companies in Research and Development, Technology, Manufacturing/Distribution, Energy generation/storage, and Food/Agriculture are known targets for recruitment.
 - c. Administer a client tracking system to manage and record prospect contacts. Report on all contacts made, within the constraints of confidentiality agreements.
 - d. Continue to stay competitive in gaining leads for companies to relocate or expand operations in Richland. This includes both passive and active lead generation strategies.
 - e. Develop and administer a database including the following information for industrial sites and facilities available for recruited industries; site and structure plans, location, site dimensions and acreage, soil conditions and slope, transportation access, availability of utilities, zoning, neighboring land uses, ownership, and contact person. This database should be used to complete Site Information Matrix questionnaires as they come in, notifying the City designated contact if there are items requested that are not in the database to allow for faster response times.
- 7) Maintain the Case Management team comprised of staff from all partners and no less than two TRIDEC staff. Case Management meetings will be held no less than once a month. The purpose of team and the meetings is to discuss upcoming and current leads and other economic development issues facing the region.
- 8) Maintain a real estate marketing platform for property listings, housed on the TRIDEC website. There should not be any additional listing fee for partners to use the service.
- 9) Support the City's redevelopment marketing efforts by assisting in attracting more jobs to the Richland Central Business District.
- 10) The TRIDEC 2021 Work Plan is hereby incorporated with this scope of work.

2021 TRIDEC WORKPLAN

TRIDEC has led regional economic development for over 40 years. TRIDEC represents our 4 cities, 3 ports, 2 counties and hundreds of private businesses as 1 community.

MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

STRATEGIC OBJECTIVES

ECONOMIC DIVERSIFICATION

TRIDEC leads economic diversification in the region by attracting companies that provide family wage jobs and generate new wealth in the community.

TRIDEC's recruiting efforts focus on companies that export products or provide services that bring capital to the region. Focusing on the base of our economy creates a multiplier effect that supports the local service and hospitality sectors and will bring a quicker recovery from the impacts of the COVID pandemic.

Industry sectors targeted for recruitment include food processing, logistics, advanced manufacturing, energy technologies and training activities.

To help attract companies to the Tri-Cities, TRIDEC will engage in the following:

- Advertising, External Communication and Recruitment Mailings
- Lead Generation: Whittaker SmartLeads Program
- Trade Shows/Target Industry Events/Site Selector Meetings as COVID restrictions are lifted.

TRIDEC champions a business climate and quality of place that enables the success of existing businesses.

Retention and Expansion of existing businesses, especially manufacturing, is the economic development engine of a community. TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers.

To help existing businesses expand, TRIDEC will:

- Continue to visit local manufacturers and businesses and develop relationships.
- Monitor the Federal Opportunity Zone Program and work with the Cities of Pasco and Kennewick to identify potential development projects that can utilize the incentives offered through the program.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Cooperatively lead an effort to build a local supply chain for small, micro and space modular nuclear reactors, equipment and advanced fuels with local businesses and manufacturers.
- Continue to provide office space to the Small Business Development Council (SBDC) and SCORE.

TRIDEC will join with local and statewide organizations to advocate for state and national policies and legislation favorable to businesses such as tax and labor policies including, but not limited to, income tax, B&O tax, manufacturing and research tax credits, minimum wage and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities:

- Continue active participation in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that could have significant impacts or benefits on the greater Tri-City Region.
- Cultivate and maintain strong relationships with state legislators and agency officials.

TRIDEC supports a Tri-City economy that stimulates new ideas, attracts and retains talent, and supports a thriving entrepreneurial community.

TRIDEC encourages growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to local partners from the Pacific Northwest National Laboratory. TRIDEC works to reduce barriers that contribute to local employers' difficulty in growing, attracting and retaining talent in the community.

As part of the efforts, TRIDEC shall:

- Support growth in the local startup community and facilities.

- Continue to support the Fuse Fund and assist the fund managers in identifying potential investments.
- Explore ways to connect our business members with local education and training partners to build awareness of local career paths.

FEDERAL ADVOCACY

TRIDEC will aggressively advocate for programs and funding that lead to continued growth of world-class research and development activities at Pacific Northwest National Laboratory (PNNL).

PNNL is an important economic engine for the community as well as a source for technology transfer and commercialization opportunities.

TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL.

TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.

TRIDEC and the Tri-City community believe meaningful progress towards completing cleanup of the Hanford Site is a top priority.

In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

CREATIVE LEADERSHIP

TRIDEC, as the unifying voice, will provide creative leadership for the community on issues of economic importance to the Tri-Cities.

TRIDEC will act as the unifying voice on regional issues such as Hanford cleanup, future uses of Hanford lands, Columbia River shoreline reconveyance, Lower Snake River Dams, relationship building and connection to the CTUIR and other regional tribal entities, local water discussion, BPA transmission upgrades and others as they arise.

TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and Higher education institutions to facilitate the greater mission of economic development.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 16-21, Replacing Exhibit A of Resolution No. 159-20 to Correct the Compensation Plan for Unaffiliated Employees - 2015 and Continuing

Department:
Administrative Services

Ordinance/Resolution Number:
16-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 16-21, replacing Exhibit A of Resolution No. 159-20 with the Exhibit A attached hereto to correct a latent calculation error.

Summary:

On November 17, 2020, Richland City Council adopted Resolution No. 159-20, amending Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing. Exhibit A is the schedule of classifications, pay grades and salaries for unaffiliated staff.

Due to a latent calculation error, the change did not properly reflect the 1.3% market adjustment, as intended. Resolution No. 16-20 is necessary to replace the Exhibit A of Resolution No. 159-20 with a corrected schedule that properly reflects the intended 1.3% market adjustment.

Staff recommends adoption of Resolution No. 16-21.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 16-21

RESOLUTION NO. 16-21

A RESOLUTION of the City of Richland replacing Exhibit A of Resolution No. 159-20 to correct a calculation error in the schedule of classifications, pay grades and salaries for unaffiliated employees.

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 159-20, amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing; and

WHEREAS, Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing is the schedule of classifications, pay grades and salaries for unaffiliated employees;

WHEREAS, the Exhibit A attached to Resolution No. 159-20 included a latent calculation error affecting every position; and

WHEREAS, to remedy the error, legislative action is necessary to replace the incorrect Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Exhibit A adopted by Resolution No. 159-20 on November 17, 2020 is hereby replaced with the **Exhibit A** attached hereto and incorporated herein by reference.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

2021 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 21, 2020

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Accountant	20	\$32.26	\$38.72	\$45.17	Classified	Professionals	Professional	1%
Accounting Specialist	14	\$24.08	\$28.89	\$33.70	Classified	Admin Support Workers	Non-Exempt	
Administrative Assistant	13	\$22.93	\$27.51	\$32.10	Classified	Admin Support Workers	Non-Exempt	
Administrative Assistant II	15	\$25.28	\$30.34	\$35.39	Classified	Admin Support Workers	Non-Exempt	
Administrative Services Director	32	\$57.93	\$69.52	\$81.11	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Aquatics Head Lifeguard	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
Aquatics Lifeguard /Swim Instructor /Coach	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
Aquatics Pool Manager	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
Assistant City Manager	34	\$63.88	\$76.65	\$89.43	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
BCES Communications Manager	23	\$37.35	\$44.82	\$52.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Communications Supervisor	19	\$30.72	\$36.87	\$43.02	Classified	First/Mid Offs & Mgrs.	Executive	1%
BCES Emergency Management Manager	21	\$33.87	\$40.65	\$47.43	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Emergency Planner	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
BCES Information Systems Manager	27	\$45.39	\$54.48	\$63.56	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Tech Systems Coordinator	18	\$29.27	\$35.12	\$40.97	Classified	Technicians	Non-Exempt	
Building Inspector I	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Building Inspector II	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Non-Exempt	
Building Official	23	\$37.35	\$44.82	\$52.29	Classified	Professionals	Executive	3%
Business Services Manager	23	\$37.35	\$44.82	\$52.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Buyer	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Cable Communication Coordinator	18	\$29.27	\$35.12	\$40.97	Classified	Technicians	Non-Exempt	
Cable Production Assistant	14	\$24.08	\$28.89	\$33.70	Classified	Technicians	Non-Exempt	
CDBG/HOME Administrator	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Admin.	1%
Chief Electrical Engineer	30	\$52.55	\$63.06	\$73.57	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Chief of Police	33	\$60.83	\$73.00	\$85.16	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
City Attorney	33	\$60.83	\$73.00	\$85.16	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
City Clerk	22	\$35.57	\$42.69	\$49.80	Classified	Professionals	Executive	1%
City Surveyor	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Executive	1%
Civil Engineer I	18	\$29.27	\$35.12	\$40.97	Classified	Professionals	Non-Exempt	
Civil Engineer II	24	\$39.21	\$47.05	\$54.90	Classified	Professionals	Professional	1%
Code Enforcement Officer	17	\$27.87	\$33.45	\$39.02	Classified	Service Worker	Non-Exempt	
Communications and Marketing Manager	23	\$37.35	\$44.82	\$52.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Communications and Marketing Specialist	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Communications Graphic Designer	18	\$29.27	\$35.12	\$40.97	Classified	Professionals	Professional	1%

2021 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 21, 2020

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Crime Analyst	18	\$29.27	\$35.12	\$40.97	Classified	Technicians	Non-Exempt	
Crime Prevention Specialist	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Customer Service Lead	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Customer Service Representative	14	\$24.08	\$28.89	\$33.70	Classified	Admin Support Workers	Non-Exempt	
Customer Service Supervisor	20	\$32.26	\$38.72	\$45.17	Classified	Admin Support Workers	Executive	1%
Development Services Director	31	\$55.18	\$66.21	\$77.25	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Economic Development Manager	27	\$45.39	\$54.48	\$63.56	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Electrical Distribution Engineer I	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Professional	1%
Electrical Distribution Engineer II	26	\$43.23	\$51.89	\$60.53	Classified	Professionals	Professional	1%
Energy Services Director	33	\$60.83	\$73.00	\$85.16	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Energy Services Project Manager	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Professional	1%
Energy Specialist	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Admin.	1%
Engineering Aide	Based on market assessment of current minimum wage				Classified	Technicians	Non-Exempt	
Engineering and Operations Manager	30	\$52.55	\$63.06	\$73.57	Classified	First/Mid Offs & Mgrs.	Executive	3%
Engineering Technician I	15	\$25.28	\$30.34	\$35.39	Classified	Technicians	Non-Exempt	
Engineering Technician II	16	\$26.54	\$31.85	\$37.16	Classified	Technicians	Non-Exempt	
Engineering Technician III	19	\$30.72	\$36.87	\$43.02	Classified	Technicians	Non-Exempt	
Engineering Technician IV	20	\$32.26	\$38.72	\$45.17	Classified	Technicians	Professional	1%
Equipment Maintenance Supervisor	22	\$35.57	\$42.69	\$49.80	Classified	First/Mid Offs & Mgrs.	Executive	1%
ERP Analyst	24	\$39.21	\$47.05	\$54.90	Classified	Professionals	Professional	1%
Evidence Technician	16	\$26.54	\$31.85	\$37.16	Classified	Technicians	Non-Exempt	
Executive Assistant	17	\$27.87	\$33.45	\$39.02	Classified	Admin Support Workers	Admin.	1%
Field Engineer	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Professional	1%
Finance Director	30	\$52.55	\$63.06	\$73.57	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Finance Supervisor	25	\$41.18	\$49.41	\$57.65	Classified	First/Mid Offs & Mgrs.	Executive	1%
Fire and Emergency Services Analyst	20	\$32.26	\$38.72	\$45.17	Classified	Professionals	Professional	1%
Fire and Emergency Services Director	33	\$60.83	\$73.00	\$85.16	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Fire Logistics Technician	16	\$26.54	\$31.85	\$37.16	Classified	Admin Support Workers	Non-Exempt	
GIS/CADD Technician	17	\$27.87	\$33.45	\$39.02	Classified	Technicians	Non-Exempt	
Human Resources Generalist	20	\$32.26	\$38.72	\$45.17	Classified	Professionals	Professional	1%
Human Resources Manager	25	\$41.18	\$49.41	\$57.65	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Human Resources Specialist	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Information Technology Manager	28	\$47.66	\$57.19	\$66.73	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
IT Applications Developer/Integrator	22	\$35.57	\$42.69	\$49.80	Classified	Professionals	Professional	1%

Resolution 16-21

Council Meeting February 2, 2021

2021 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 21, 2020

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
IT Applications Supervisor	26	\$43.23	\$51.89	\$60.53	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Business Analyst	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Professional	1%
IT Customer Service Supervisor	25	\$41.18	\$49.41	\$57.65	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Customer Service Technician I	16	\$26.54	\$31.85	\$37.16	Classified	Technicians	Non-Exempt	
IT Customer Service Technician II	18	\$29.27	\$35.12	\$40.97	Classified	Technicians	Non-Exempt	
IT Network Administrator	22	\$35.57	\$42.69	\$49.80	Classified	Professionals	Professional	1%
IT Operations Supervisor	26	\$43.23	\$51.89	\$60.53	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Systems Administrator	22	\$35.57	\$42.69	\$49.80	Classified	Professionals	Professional	1%
Librarian I	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Professional	1%
Library Assistant I	9	\$18.86	\$22.64	\$26.41	Classified	Admin Support Workers	Non-Exempt	
Library Assistant II	12	\$21.84	\$26.21	\$30.57	Classified	Admin Support Workers	Non-Exempt	
Library Manager	25	\$41.18	\$49.41	\$57.65	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Library Page	6	\$16.30	\$19.56	\$22.81	Classified	Admin Support Workers	Non-Exempt	
Library Supervisor	19	\$30.72	\$36.87	\$43.02	Classified	First/Mid Offs & Mgrs.	Executive	1%
Library Technical Support Specialist	15	\$25.28	\$30.34	\$35.39	Classified	Technicians	Non-Exempt	
Maintenance and Operations Supervisor	26	\$43.23	\$51.89	\$60.53	Classified	First/Mid Offs & Mgrs.	Executive	1%
Marketing Specialist	18	\$29.27	\$35.12	\$40.97	Classified	Professionals	Non-Exempt	
Office Coordinator	17	\$27.87	\$33.45	\$39.02	Classified	Admin Support Workers	Admin.	1%
Parks and Public Facilities Contracts Administrator	18	\$29.27	\$35.12	\$40.97	Classified	Admin Support Workers	Non-Exempt	
Parks and Public Facilities Director	31	\$55.18	\$66.21	\$77.25	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Parks and Public Facilities Project Manager	27	\$45.39	\$54.48	\$63.56	Classified	Professionals	Professional	1%
Parks and Public Facilities Supervisor	21	\$33.87	\$40.65	\$47.43	Classified	First/Mid Offs & Mgrs.	Executive	1%
Parks and Recreation Aide	6	\$16.30	\$19.56	\$22.81	Classified	Admin Support Workers	Non-Exempt	
Parks and Recreation Assistant	13	\$22.93	\$27.51	\$32.10	Classified	Admin Support Workers	Non-Exempt	
Parks and Recreation Coordinator	18	\$29.27	\$35.12	\$40.97	Classified	Admin Support Workers	Admin.	1%
Payroll Specialist	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Permit Technician	15	\$25.28	\$30.34	\$35.39	Classified	Technicians	Non-Exempt	
Permit Technician II	16	\$26.54	\$31.85	\$37.16	Unclassified	Admin Support Workers	Non-Exempt	
Planner	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Non-Exempt	
Planning Manager	25	\$41.18	\$49.41	\$57.65	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Plans Examiner	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Non-Exempt	
Police Captain (1)	29	\$50.05	\$60.06	\$70.07	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Police Lieutenant (1)	25	\$41.18	\$49.41	\$57.65	Classified	First/Mid Offs & Mgrs.	Executive	3%
Police Quartermaster	16	\$26.54	\$31.85	\$37.16	Classified	Admin Support Workers	Non-Exempt	

2021 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 21, 2020

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Police Records Specialist	13	\$22.93	\$27.51	\$32.10	Classified	Admin Support Workers	Non-Exempt	
Police Records Supervisor	19	\$30.72	\$36.87	\$43.02	Classified	First/Mid Offs & Mgrs.	Executive	1%
Power Analyst	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Professional	1%
Professional Land Surveyor	19	\$30.72	\$36.87	\$43.02	Classified	Professionals	Non-Exempt	
Public Records Officer	17	\$27.87	\$33.45	\$39.02	Classified	Professionals	Non-Exempt	
Public Works Budget and Contracts Analyst	19	\$30.72	\$36.87	\$43.02	Classified	First/Mid Offs & Mgrs.	Executive	1%
Public Works Capital Projects Manager	27	\$45.39	\$54.48	\$63.56	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Public Works Director	33	\$60.83	\$73.00	\$85.16	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Purchasing Agent	20	\$32.26	\$38.72	\$45.17	Classified	Professionals	Professional	1%
Purchasing Supervisor	22	\$35.57	\$42.69	\$49.80	Classified	First/Mid Offs & Mgrs.	Executive	1%
Recreation Attendant I	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
Recreation Attendant II	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
Recreation Manager	22	\$35.57	\$42.69	\$49.80	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Risk and Safety Program Administrator	21	\$33.87	\$40.65	\$47.43	Classified	Professionals	Professional	1%
Senior Planner	22	\$35.57	\$42.69	\$49.80	Classified	Professionals	Professional	1%
Solid Waste Collection Supervisor	21	\$33.87	\$40.65	\$47.43	Classified	First/Mid Offs & Mgrs.	Executive	1%
Streets Supervisor	21	\$33.87	\$40.65	\$47.43	Classified	First/Mid Offs & Mgrs.	Executive	1%
Survey Technician	16	\$26.54	\$31.85	\$37.16	Classified	Professionals	Non-Exempt	
Traffic Engineer	24	\$39.21	\$47.05	\$54.90	Classified	Professionals	Professional	1%
Transportation and Development Manager	26	\$43.23	\$51.89	\$60.53	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Wastewater/Stormwater Maintenance Supervisor	22	\$35.57	\$42.69	\$49.80	Classified	First/Mid Offs & Mgrs.	Executive	1%
Wastewater/Stormwater Manager	25	\$41.18	\$49.41	\$57.65	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Water Manager	25	\$41.18	\$49.41	\$57.65	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Water Operations Supervisor	22	\$35.57	\$42.69	\$49.80	Classified	First/Mid Offs & Mgrs.	Executive	1%

(1) With the approval of the Chief of Police, the Police Captain and Police Lieutenant positions may receive an eight percent (8%) base pay differential as Certification Pay for obtaining a Career Level Certification (CLC) Middle Management Level. In addition, employees assigned to Police Captain and Police Lieutenant positions may receive Education Incentive Pay of five percent (5%) for AA Degree or ten percent (10%) for BA Degree in job related fields of Police Science, Law Enforcement, Political Science, Business Administration, or comparable as determined by the Chief of Police.

Implementation of the 2018 Classification and Compensation study results necessitates certain employees be paid above the salary range maximums until such time as an amended Exhibit A incorporates incumbents' salary



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 17-21, Authorizing a Street Latecomer Agreement with Viking Builders, LLC for Construction of a Segment of Gage Boulevard

Department:
Public Works

Ordinance/Resolution Number:
17-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 17-21, authorizing the City Manager to sign and execute a street latecomer agreement with Viking Builders, LLC related to construction of a portion of Gage Boulevard.

Summary: Chapter 12.03 RMC establishes the South Richland Collector Street Financing Plan, a traffic impact fee program that funds a list of improvements in one of three geographic zones. Development projects in the street impact fee zones jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee. Development projects in the impact fee zones are also typically required, through preliminary plat approval, to construct the planned street improvements as a condition of development.

In March 2017, the City approved the preliminary plat of The Reserve at Summerview Terrace. This development necessitated the construction of a portion of Gage Boulevard, a road identified in Chapter 12.03 RMC. The preliminary plat conditions require the developer to dedicate right-of-way, provide design, and construct portions of Gage Boulevard, although the entire segment of Gage Boulevard within the project boundary does not need to be constructed since the opportunity to connect to the improved segment of Gage Boulevard to the east, or to Queensgate Drive to the west, does not exist, and likely will not exist for some time.

Viking Builders, LLC completed engineering, right-of-way dedication, grading to create the road subgrade, and a short segment of completed street for Gage Boulevard, all in compliance with the preliminary plat conditions. Chapter 12.03 RMC authorizes expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of the rural portion of designated streets. Viking Builders, LLC has provided the estimated costs of the Gage Boulevard right-of-way, design fees, and actual construction costs for the roadways included in the developer's construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for the project. Viking Builders, LLC desires to be reimbursed for the costs of constructing the portions of Gage Boulevard in excess of the project's impact fee obligation, and the City, through a latecomer's agreement, has the ability to provide reimbursement as part of its strategy to promote construction of streets in the South Richland Collector Street Plan.

Chapter 35.72 RCW, RMC 12.09.010, and Chapter 3.10 RMC authorize the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements. Staff recommends adoption of Resolution No. 17-21.

Fiscal Impact: \$266,250.06 is the total amount paid to developer, adjusted annually by an inflation factor applied to the unpaid balance. Quarterly payments are funded by a percentage of impact fees collected when future building permits are issued. The agreement also requires an upfront repayment of \$50,000 from portions of Traffic Impact Zones 1 and 3. Zone 1 has a 2020 year-end balance of \$26,336.03, of which \$23,946.04 will be paid to Viking Builders, LLC. Zone 3 has a 2020 year-end balance of \$1,016,750.94, of which \$26,053.96 will be paid to Viking Builders, LLC.

Attachments:

1. Resolution No. 17-21
2. Draft Street Latecomers Agreement - Viking Builders, LLC

RESOLUTION NO. 17-21

A RESOLUTION of the City of Richland authorizing a collector street latecomer agreement with Viking Builders, LLC for construction of a segment of Gage Boulevard.

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan is a traffic impact fee program that funds a specific list of improvements in one of three (3) geographic zones; and

WHEREAS, property development projects within the street impact fee zones jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, property development projects in the street impact fee zones are typically required, as part of the City's preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, in March 2017, the City approved Viking Builders, LLC's proposed development, the preliminary plat of The Reserve at Summerview Terrace, which necessitated the construction of a portion of Gage Boulevard, a road identified in RMC 12.03; and

WHEREAS, the preliminary plat conditions for The Reserve at Summerview Terrace include the requirement to dedicate right-of-way, provide design, and construct portions of Gage Boulevard as a minor arterial street within the development; and

WHEREAS, the preliminary plat conditions for The Reserve at Summerview Terrace allow that the entire segment of Gage Boulevard within the project boundary does not need to be constructed since the opportunity to connect to the improved segment of Gage Boulevard to the east, or to Queensgate Drive to the west, does not currently exist and likely will not for some time; and

WHEREAS, Viking Builders, LLC completed engineering, right-of-way dedication, grading to create the road subgrade, and a short segment of completed street for Gage Boulevard, all in compliance with the preliminary plat conditions for the project; and

WHEREAS, Chapter 12.03 of the RMC authorizes expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of the rural portion of designated streets; and

WHEREAS, Viking Builders, LLC has provided, and the City Engineer has reviewed and validated, the estimated cost of the Gage Boulevard right-of-way, design

fees, and actual construction costs for the roadways included in Viking Builders, LLC's construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for the project; and

WHEREAS, Viking Builders, LLC desires reimbursement for the costs of constructing the portions of Gage Boulevard that are in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City is able to provide the reimbursement sought by Viking Builders, LLC as part of its strategy to promote construction of collector streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a South Richland Collector Street Latecomer Agreement with Viking Builders, LLC for construction of certain portions of Gage Boulevard.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

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

SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This Agreement is made this ____ day of _____, 2021 between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA, 99352 ("City"), and **Viking Builders, LLC**, a Washington limited liability company with service at 19425 East Broadway Ave. Spokane Valley, WA, 99016 ("Developer"). City and Developer are referred to collectively as the "Parties."

I. RECITALS

WHEREAS, Chapter 12.03 of the Richland Municipal Code (RMC) establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes three (3) separate street assessment reimbursement zones; and

WHEREAS, property development projects in the street assessment reimbursement area are typically required, as a part of the City's preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects in the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, the City approved Developer's proposed development, the preliminary plat of The Reserve At Summerview Terrace, in March of 2017. This development necessitated the construction of a portion of Gage Boulevard, a road identified in Chapter 12.03 RMC; and

WHEREAS, the City-approved conditions for Developer's project include the requirement to dedicate right-of-way, provide a design, and construct portions of Gage Boulevard as a minor arterial street within the development; and

WHEREAS, the preliminary plat conditions for The Reserve At Summerview Terrace state that the estimated cost of the Gage Boulevard rural section road, consisting of subgrade, base rock and paving of a 32-foot wide road, will be accounted for as described in Chapter 12.03 RMC. This

development will not be required to construct portions of the rural section street that is the subject of this estimate; and

WHEREAS, the preliminary plat conditions for The Reserve At Summerview Terrace state that for segments of Gage Boulevard that are not constructed, including the rural section and the frontage improvements along either side, the Developer shall be responsible for a value equal to the estimated cost of these incomplete road improvements. The cost estimate shall be based on an engineer's estimate reviewed and approved by the Public Works Director; and

WHEREAS, Chapter 12.03 RMC authorizes expenditure of collected impact fees to acquire right-of-way, and to finance the design and construction of the rural portion of designated streets; and

WHEREAS, Developer has provided, and the City Engineer has reviewed and approved, estimates of the cost of the Gage Boulevard right-of-way, design fees, and actual construction costs for the roadways included in the Developer's construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for Developer's project; and

WHEREAS, Developer desires reimbursement for the costs of constructing the portions of Gage Boulevard that are in excess of this project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, through a latecomer agreement, the City is able to provide the reimbursement sought by Developer as part of its strategy to promote construction of streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

NOW THEREFORE, in consideration of the dedication of right-of-way and construction of a portion of Gage Boulevard within the South Richland Collector Street assessment reimbursement area, and Developer constructing portions of and dedicating said street as a part of the City's South Richland collector street system, the Parties do hereby agree as follows:

II. AGREEMENT

1. Arterial Collector Street - Acceptance by City.

The City has approved construction of the portions of Gage Boulevard, approximately 1,766 linear feet in length, lying entirely within the subdivision titled The Reserve At Summerview Terrace. This segment of roadway represents 2.84 percent, by estimated value in the assessment financial model, of the street improvements in the "Zone 1" assessment reimbursement area, and 3.09 percent, by estimated value in the assessment financial model, of the street improvements in the "Zone 3" assessment reimbursement area. The City has accepted these street facilities as city street(s). After the construction warranty period has expired, the City agrees to bear all further maintenance and operation costs of said street.

2. Cost of Street Construction.

Developer has presented to the City Engineer documentation showing the actual costs for right-of-way, design, and construction of said street. The City Engineer has validated the cost values

as valid for the completed work.

City and Developer agree that the portion of the total cost of Gage Boulevard that is reimbursable under the provisions of Title 12.03 RMC consists of the following:

Gage Blvd. Design Engineering & Surveying	\$ 19,936.32
Gage Blvd. Right-of-Way Land Value	\$622,440.00
Gage Blvd. Grading & Erosion Control	\$170,500.00
<u>Gage Blvd. (Constructed Rural Portion)</u>	<u>\$ 14,557.62</u>
Total Construction Cost	\$827,433.94

3. Incomplete Street Improvements

City and Developer agree that the portion of the total cost of the Gage Boulevard improvements that are owed to City consist of the following:

Gage Blvd. Unconstructed Rural Portion	\$ 91,702.38
<u>Gage Blvd. Unconstructed Frontage Improvements</u>	<u>\$346,024.00</u>
Total Amount Owed City	\$437,726.38

4. Accumulated Credits

The traffic impact fee per Chapter 12.03 RMC for single family dwelling lots within Zone 1 is \$1,991.25. The City has not and will not assess traffic impact fees for lots in the final plats within The Reserve At Summerview Terrace. These uncharged traffic impact fees constitute a credit against the eligible Total Street Construction Costs identified in Section 2 above. The amount of the credit is equal to **\$123,457.50** (62 lots x \$1,991.25).

After accounting for these credits, the amount remaining eligible for latecomer reimbursement to Developer is **\$703,976.44** (\$827,433.94 – \$123,457.50).

As Developer owes City for the value of the incomplete portions of Gage Boulevard and the frontage improvements, the value eligible for latecomer reimbursement has been adjusted as follows: \$703,976.44 – \$437,726.38 = **\$266,250.06**.

5. Payments required.

The City hereby agrees that these street improvements will benefit properties within the street assessment reimbursement area defined in the South Richland Collector Street Financing Plan. Future developments within the street assessment reimbursement area shall pay a fair prorated share of Developer's costs through payment of the traffic impact fee.

6. Repayment.

City agrees to reimburse Developer as follows:

- a. City will pay Developer \$50,000 from the existing balance of the Zone 1 and Zone 3 impact fee reserves within 30 days of execution of this Agreement.
- b. City will pay Developer 2.84% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in Zone 1 and 3.09% of the traffic impact fee revenue from

the South Richland Collector Street Fund collected in Zone 3. Payments will be made within 30 days of the end of each calendar quarter, and shall be based on City's incoming revenue of impact fees from the prior quarter. The quarters will end on March 31, June 30, September 30, and December 31.

- c. Total payments to Developer from the South Richland Collector Street Fund will not exceed the actual costs of the street as determined in Section 2 above minus the credits accumulated as described in Section 4. On June 30 of each year, City will adjust the unpaid balance upward by 3%.

7. Term.

This Agreement shall continue in full force and effect for a maximum of fifteen (15) years from the date of execution, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer, and City makes no such assurances.

8. Required Notification.

Pursuant to RCW 35.72.020(3), every two (2) years from the date of execution of this Agreement, Developer or any assign who is entitled to recover under this Agreement shall notify City of the current contract name, address and telephone number of the person, company or partnership that originally entered into this contract. Such notice must be received by the City within sixty (60) days of the time specified in this section, and shall be directed as follows:

City of Richland
Attn: Public Works Director
625 Swift Blvd. MS-26
Richland, WA 99352

Failure to comply with this notice requirement shall result in City retaining any reimbursement funds owed to Developer under this Agreement.

9. Recording.

This Agreement shall not be enforceable against any party unless Viking Builders, LLC has caused the same to be filed and recorded with the Benton County Auditor in the public records of Benton County, Washington.

10. Governing Law/Forum Selection.

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

11. Severability.

In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. Authority to Execute.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF RICHLAND

VIKING BUILDERS, LLC

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Its: _____

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 18-21, Authorizing a Service Agreement with Intermountain Materials Testing & Geotechnical for Materials Testing Services

Department:
Public Works

Ordinance/Resolution Number:
18-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 18-21, authorizing the City Manager to sign and execute a service agreement with Intermountain Testing & Geotechnical for materials testing services.

Summary:

The City of Richland requires material testing services to ensure infrastructure is built to project specifications. Securing these services for a five-year period is in the City's best interest as it provides consistency in administrative functions associated with the work.

The City sought to identify providers of this service through a fair and competitive process. To accomplish this, a Request for Proposals (RFP) consistent with the City's purchasing policies was issued to solicit providers of this service.

The proposal established evaluation criteria consisting of completeness of proposal response, approach and schedule, experience, references and cost. Four (4) submittals were received. A selection committee was formed, and proposals were rated based on the criteria described. Intermountain Materials Testing & Geotechnical receiving the highest overall score. Particular areas of strength were noted in the firm's experience and certifications of both the lab and their employees, as well as Intermountain's ability to meet project schedules with quick turnaround times of lab testing results.

Staff recommends adoption of Resolution No. 18-21.

Fiscal Impact:

The annual total cost of materials testing will not exceed \$75,000. This workload and annual cost will vary, since it depends on the required testing for both private land development and City-funded capital improvement projects. Funding for these expenses will come from two sources. Land development project costs will be funded by the Public Works Administration and Engineering budget, with a current annual budget of \$35,000. City-funded capital improvement projects pay these costs from the project funding.

Attachments:

1. Resolution No. 18-21
2. Materials Testing Services - 5-year Agreement

RESOLUTION NO. 18-21

A RESOLUTION of the City of Richland authorizing a service agreement with Intermountain Materials Testing & Geotechnical for on-call materials testing services of roadway and utility construction.

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

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

WHEREAS, a Request for Proposals (RFP) to solicit providers of this service was issued consistent with the City's purchasing policies; and

WHEREAS, the City received four (4) responses to the RFP, and determined that Intermountain Materials Testing & Geotechnical is best-suited to meet the needs of the City and its expected construction project workload.

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 Intermountain Materials Testing & Geotechnical 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 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Materials Testing Services – 5 Year Agreement

This Agreement is entered into this _____ day of February, 2021 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Intermountain Materials Testing & Geotechnical** (“**Consultant**”), a Washington for-profit corporation with service at 2301 N Commercial Avenue, Pasco, WA. **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 20-0101
 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 December 31, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2025.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Seventy-Five Thousand Dollars annually (\$75,000 annually)**, 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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

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
Fax: (509) 942-7397

Contact Name:	Scott L. Walters
Name of Firm:	Intermountain Materials Testing & Geotechnical
Address:	2301 N Commercial Avenue
Address:	Pasco, WA 99301
Email:	swalters@imt-testing.com
Phone Number:	509-545-9217
Fax Number:	509-545-9243

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
Interim City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

See the following information:

Draft

SECTION 2 SCOPE OF WORK

2.1 Term Contract

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

2.2 Project Description

A. The anticipated scope of work may include, but is not limited to, the following:

1. Compaction testing of earthwork, foundation subgrades, aggregates, utility backfill and structural fill.
2. Sampling and laboratory testing of concrete for foundations, structural members, and site work elements and slabs.
3. Field density testing of hot mix asphalt.
4. Laboratory testing of soils, aggregates, hot mix asphalt and masonry materials.

B. 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.

C. The City may request a quick turnaround for testing services.

2.3 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.

2.4 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 \$75,000 annually.

END OF SECTION

Materials Testing Services
2020 to 2025
City of Richland, Washington

Proposal No.084M0
December 21, 2020

Unit Rates for Materials Testing and Sampling Services

<u>Item Description</u>	<u>Unit Price</u>
<u>Soils/Aggregate Sampling & Testing (1, 2)</u>	
Technician & equipment for sampling & testing, per hr. (3)	59.00
Maximum density/Optimum Moisture, per test	120.00
Sieve Analysis, per test	100.00
Sand Equivalent, per test	75.00
Fractured Faces, per test	75.00
WSDOT 606, per test	325.00
Washington Degrdation, per test	250.00
LA Abrasion, per test	300.00
Sulfate Soundness, per test	350.00
<u>Concrete Sampling & Testing (1, 2)</u>	
Technician & equipment for Concrete testing, per hr.(3) (includes: slump, air, temp., cylinders cast & report)	59.00
Compressive strength test and technical report, per cyl.	20.00
Flexural strength test and technical report, per cyl.	50.00
Cylinder Pickup, per hr.	50.00
<u>Asphalt Concrete Sampling & Testing (1, 2)</u>	
Technician & equipment for sampling & testing, per hr. (3)	59.00
Theoretical Maximum ("Rice") Density, per test	65.00
Oil Content, ignition, per test	100.00
Sieve Analysis, per test	100.00
HMA Volumetrics (Gyratory), per test	250.00
Fine Aggregate Angularity, per test	45.00
Core Drill, per day	75.00
Bit Wear, per inch drilled (4" barrel)	4.00
<u>Other Items</u>	
Overtime surcharge, per hr., hourly rate plus (excess of 8 hr./day, 40 hr./week, weekends, & holidays)	29.50
Project Manager, per hr. (normally 1/2 hour each week)	85.00
On-call sample collection or prep., per hr., 1 hour minimum except on days when we are onsite performing other services	50.00

- | | |
|---|--|
| 1 | Services will be provided from portal to portal, on an on-call, part-time basis in accordance with the unit prices listed above. |
| 2 | Services require 24 hours advance notice. |
| 3 | Unless noted otherwise, a 3 hour minimum charge applies to field testing services. |

	City of Richland	Solicitation Number: RFP 20-0101
Attachment B Estimated Turn-Around Time for Required Testing		

Please give your firms time for completing the following tests, with the following assumptions:

1. Time begins when the sample is taken in the field
2. Time ends when the material test results have been reported to the City in writing (email is acceptable)
3. Please give an average amount of time considering the firms normal work load during the time frames listed in the anticipated projects and time it takes to perform the test per the testing specification requirements.

WSDOT / AASHTO Test	Average Time (Days / Hours)
Moisture-Density Relations of Soils AASHTO T-99	10 Hours
Moisture Content of Soils AASHTO T-265	3 Hours
Moisture Content of Aggregate AASHTO T-255	3 Hours
Sieve Analysis of Fine & Course Aggregate AASHTO T-27/T-11	5 Hours
Sand Equivalent Test AASHTO TP-176	8 Hours
Fracture in Course Aggregate WSDOT TP-61	8 Hours
Compaction Control of Granular Materials WSDOT T-606	16 Hours
Asphalt Binder Content AASHTO T-308	3 Hours
Theoretical Gravity & Density AASHTO T-209	3 Hours



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 19-21, Authorizing a Release and Settlement Agreement with Michael and Jolene Grimes, and Extending Water and Sewer Services to 1063 Allenwhite Drive

Department:
City Attorney

Ordinance/Resolution Number:
19-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 19-21, authorizing the City Manager to sign and execute a release and settlement agreement with Michael and Jolene Grimes, and authorizing extension of water and sewer services to 1063 Allenwhite Drive.

Summary:

Michael and Jolene Grimes are the current owners of 1601 Allenwhite Drive, a property located outside the Richland city limits. The Grimes are Successors-in-Interest to a 2002 Utility Agreement executed between Louis & Betty Ford and the City of Richland that addressed provision of water and sewer services to the Ford parcel (1601 Allenwhite Drive) outside of city limits. The agreement required the City to bring water and sewer to the existing parcel and connect it to the existing residence. The City complied with the terms of the 2002 agreement.

In 2008, the Grimes short-platted 1061 Allenwhite Drive, creating a second lot addressed as 1063 Allenwhite Drive. In recent years, the Grimes sought extension of city water and sewer services to 1063 Allenwhite Drive, also located outside of Richland city limits, based on the 2002 Utility Agreement. The City disputes that any additional obligations are owed to the Grimes under the 2002 Utility Agreement, and recommended that the Grimes pursue annexation to receive city services. Annexation is pending, but will take several months to conclude.

RMC 18.34.010 and RMC 17.70.010 allow for the extension of water and sewer services outside of city limits, but within Richland's Urban Growth Area (UGA), with Richland City Council approval. To settle all disputes related to the 2002 Utility Agreement, staff recommends executing a release and settlement agreement in exchange for extension of water and sewer services to 1063 Allenwhite Drive. The Grimes are in agreement with the proposed settlement terms.

Staff recommends adoption of Resolution No. 19-21.

Fiscal Impact:

None. Extension of water and sewer services to 1063 Allenwhite Drive is at the Grimes' sole expense. A surcharge will apply until such time as the property is annexed into the city limits. Annexation is pending.

Attachments:

- I. Resolution No. 19-21

RESOLUTION NO. 19-21

A RESOLUTION of the City of Richland authorizing a settlement and release agreement with Michael and Jolene Grimes related to a certain 2002 Utility Agreement, and extending water and sewer services outside of city limits to 1063 Allenwhite Drive.

WHEREAS, Michael and Jolene Grimes are the current owners of 1601 Allenwhite Drive, a property located outside the Richland city limits; and

WHEREAS, the Grimes are Successors-in-Interest to that certain 2002 Utility Agreement executed between Louis & Betty Ford and the City of Richland that addressed provision of water and sewer services to the Ford parcel (1601 Allenwhite Drive) outside of city limits; and

WHEREAS, in 2008, the Grimes short-platted 1061 Allenwhite Drive, creating a second lot addressed as 1063 Allenwhite Drive; and

WHEREAS, in recent years, the Grimes sought extension of city water and sewer services to 1063 Allenwhite Drive, also located outside of Richland city limits, based on the 2002 Utility Agreement; and

WHEREAS, the City disputes that any additional obligations are owed to the Grimes under the 2002 Utility Agreement; and

WHEREAS, RMC 18.34.010 and RMC 17.70.010 allow for the extension of water and sewer services outside of city limits, but within Richland's Urban Growth Area (UGA), with Richland City Council approval; and

WHEREAS, the parties agree that the best interests of all involved are served by settling any potential disputes and resolving all issues relating that certain 2002 Utility Agreement concerning 1061 Allenwhite Drive in exchange for extension of water and sewer services to 1063 Allenwhite Drive at the Grimes' expense.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a release and settlement agreement with Michael and Jolene Grimes in substantially the form provided in **Exhibit A**, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that upon receipt of a duly executed release and settlement agreement, extension of water and sewer services to 1063 Allenwhite Drive, currently located outside of Richland city limits, is authorized pursuant to RMC 18.34.010 and RMC 17.70.010. All requirements of the Richland Municipal Code apply to this extension of water and sewer services.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 2nd day of February, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Release and Settlement Agreement

Re: 2002 Utility Agreement/Grimes

This Settlement and Release Agreement (“Agreement”) is entered into by and between the City of Richland (“City”) and Michael and Jolene Grimes, owners of 1061 and 1063 Allenwhite Drive, Richland, Washington (“Grimes”). City and Grimes are referred to collectively as the “Parties.”

WHEREAS, Michael and Jolene Grimes are the current owners of 1601 Allenwhite Drive, a property located outside the Richland city limits; and

WHEREAS, the Grimes are Successors-in-Interest to that certain 2002 Utility Agreement executed between Louis & Betty Ford and the City of Richland that addressed provision of water and sewer services to the Ford parcel (1601 Allenwhite Drive) outside of city limits; and

WHEREAS, in 2008, the Grimes short-platted 1061 Allenwhite Drive, creating a second lot addressed as 1063 Allenwhite Drive; and

WHEREAS, in recent years, the Grimes sought extension of city water and sewer services to 1063 Allenwhite Drive, also located outside of Richland city limits, based on the 2002 Utility Agreement; and

WHEREAS, the City disputes that any additional obligations are owed to the Grimes under the 2002 Utility Agreement; and

WHEREAS, RMC 18.34.010 and RMC 17.70.010 allow for the extension of water and sewer services outside of city limits, but within Richland’s Urban Growth Area (UGA), with Richland City Council approval; and

WHEREAS, the parties agree that the best interests of all involved are served by settling any potential disputes and resolving all issues relating that certain 2002 Utility Agreement concerning 1061 Allenwhite Drive.

THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Consideration for Settlement. In exchange for the release of all claims as provided in Section 2 of this Agreement, the City agrees to make water and sewer services available to the property at 1063 Allenwhite Drive located outside of City limits.
 - a. The Grimes are solely responsible for securing all necessary easements, and designing, permitting and installing the infrastructure necessary to facilitate extension of water and sewer services to 1063 Allenwhite Drive. The City makes no representations or warranties related to the adequacy, functionality, design, or legal compliance of any work performed or materials utilized by private individuals under this Agreement.
 - b. The surcharges provided for in RMC 18.24.020(B) and RMC 17.56.010(C) will apply until such time as the property is annexed into Richland city limits.

2. Release. The Grimes, for the sole consideration of extension of water and sewer services by the City as described in Section 1 above, the sufficiency of which is hereby acknowledged, do hereby forever release, discharge, and dismiss the City of Richland, past and present councilmembers, agents, representatives, employees, and insurance carrier (collectively, the “Released Parties”) from all claims (other than claims for performance under this Agreement), demands, rights, damages, costs, attorney fees, causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which the Grimes may have or claim to have against any of the Released Parties arising from any action taken by the City in connection with 2002 Utility Agreement at any time up to and including the date of signature of this Agreement. The Grimes do hereby covenant not to assert any such claims or causes of action.
3. No Admission. Nothing in this Agreement shall be construed as any indication that the City has acted wrongfully with regard to any action taken concerning the 2002 Utility Agreement or 1061 Allenwhite Drive.
4. Future Annexation. Future annexation into Richland city limits of the property located at 1061 and/or 1063 Allenwhite Drive shall not effect on the validity of this Release and Settlement Agreement.
5. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. Interpretation of this Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorney’s fees and costs. Venue for enforcing any provision of this Agreement shall be exclusively located in Benton County, Washington.
6. No Representations. The Grimes represent that in entering into this Agreement, they do not rely and have not relied upon any representation or statement made by the City or any of its employees or agents concerning this Agreement. The Grimes further represent that they have had the opportunity to discuss the terms of this release and settlement agreement with the counsel of their choosing prior to executing the document.
7. Complete Agreement. This Agreement constitutes a full and final resolution of all matters in any way related to claims, known or unknown, stemming from the 2002 Utility Agreement between Betty & Louis Ford and the City of Richland to which the Grimes are Successors-in-Interest. This Agreement supersedes any and all other agreements between the parties on this topic. The parties agree that no modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.
8. Titles. The titles of the paragraphs of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

I have accepted and agree to all the terms and conditions of this Settlement and Release Agreement as of the date next to my signature. I understand that these terms are contractual and binding, and are not a mere recital. I have signed this document freely, voluntarily, and with knowledge and understanding of its content after being given an adequate opportunity to consult with legal counsel of my choosing.

Michael Grimes

Date

Jolene Grimes

Date

Jon Amundson, ICMA-CM
Interim Richland City Manager

Date