



Agenda
City Council Regular Meeting
Tuesday, January 20, 2015
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 7:00 p.m. (Discussion Only – Annex Building)

Executive Session

1. Per RCW 42.30.140 (4): Discuss Collective Bargaining Negotiations (15 minutes)
 - Allison Jubb, Human Resources Director
2. Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
 - Heather Kintzley, City Attorney

Agenda Item:

3. Discuss Meeting Agenda Items (5 minutes)
 - City Council Members

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. CityView Video: Trailhead Park Master Plan
 - Trish Herron, Communication and Marketing Manager
5. Hanford Communities Annual Report (15 minutes)
 - Pam Brown-Larson, Hanford Projects Manager

Public Comments: (Please Limit Public Comments to 2 Minutes)

Consent Calendar: (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

6. Approve the Minutes of the Council Meeting Held January 6, 2014
 - Heather Kintzley, City Attorney

Resolutions – Adoption:

7. Resolution No. 08-15, Authorizing the Preparation and Submittal of an Application to the National Recreation and Parks Association (NRPA) and the National Association of Chronic Disease Directors for a 2015 Walk With Ease (WWE) Grant
 - Joe Schiessl, Parks and Public Facilities Director

8. Resolution No. 10-15, Approving Solid Waste Collection Agreements with Ed's Disposal, Inc. Regarding LaPierre Annexation
 - Pete Rogalsky, Public Works Director
9. Resolution No. 11-15, Authorizing the City Manager to Sign and Execute a Co-location Agreement with Energy Northwest for the APEL Facility
 - Jon Amundson, Assistant City Manager
10. Resolution No. 12-15, Approving Solid Waste Collection Agreements with Waste Management of Washington, Inc. Regarding LaPierre Annexation
 - Pete Rogalsky, Public Works Director
11. Resolution No. 14-15, Approving Consultant Agreement with JUB Engineers, Inc. for George Washington Way I-182 Access Study Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 15-15, Authorizing the Preparation and Submittal of an Application to the Washington State Geocache Association for a Grant to Provide Funding Toward the Tri Cities 2015 Geocoin Challenge
 - Joe Schiessl, Parks and Public Facilities Director
13. Resolution No. 16-15, Authorizing the City Manager to Execute Fiber Optic Cable Lease Agreements for Entities Seeking to Utilize the City's Fiber Optic Telecommunication Cable Infrastructure Within the City of Richland
 - Jon Amundson, Assistant City Manager
14. Resolution No. 17-15, Consultant Agreement for Architectural Services for a Performance Stage at John Dam Plaza
 - Phil Pinard, Planning and Capital Projects Manager

Items for Approval:

15. Authorize Travel for Mayor Pro Tem Phillip Lemley, and Council Members Terry Christensen and Brad Anderson
 - Cindy Johnson, City Manager

Expenditures - Approval:

16. Expenditures from December 29, 2014 - January 9, 2015 for \$6,980,954.53 including Check Nos. 219085-219479, Wire Nos. 5804-5815, Payroll Check Nos. 99796-99844, and Payroll Wire/ACH Nos. 8810-8821
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CL.RICHLAND.WA.US/CITYVIEW

Richland City Hall is ADA accessible. Council Chamber parking and access is available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the City Council Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Trailhead Park Master Plan

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Presentations

Key Element:

Subject:

Hanford Communities Annual Report (15 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meeting Held January 6, 2014

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on January 6, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft 010615 Council Meeting Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 6, 2015

Pre-Meeting:

Mayor Rose called the pre-meeting executive session to order at 5:30 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Jones and Thompson were present.

Also present were City Manager Johnson and City Attorney Kintzley during Executive Session Item No. 1 and 2.

Also present during Executive Session Item No. 3 were City Manager Johnson, City Attorney Kintzley, Deputy City Manager King and Economic Development Manager Moore.

Also present during Executive Session Item No. 4 were City Manager Johnson, City Attorney Kintzley, Deputy City Manager King, Redevelopment Project Supervisor Moore and Parks and Public Facilities Director Schiessl.

Executive Session:

1. Per RCW 42.30.110 (1) (f): Discuss Citizen Complaint
- Heather Kintzley, City Attorney
2. Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation with Legal Counsel (2 topics)
- Heather Kintzley, City Attorney
3. Per RCW 42.30.110 (1) (c): Discuss Lease or Purchase of Real Estate (The Crown Group Negotiations Update - 650 George Washington Way)
- Bill King, Community and Development Services Director
4. Per RCW 42.30.110 (1) (c): Discuss Lease or Purchase of Real Estate (Land Exchange With Milo Bauder)
- Bill King, Deputy City Manager

COUNCIL MEMBER THOMPSON MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 5:30 P.M. TO DISCUSS PER RCW 42.30.110 (1) (F) DISCUSS CITIZEN COMPLAINT, PER RCW 42.30.110 (1) (II): DISCUSS CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL (2 TOPICS), PER RCW 42.30.110 (1) (C): DISCUSS LEASE OR PURCHASE OF REAL ESTATE (THE CROWN GROUP NEGOTIATIONS UPDATE - 650 GEORGE WASHINGTON WAY), AND PER RCW 42.30.110 (1) (C): DISCUSS LEASE OR PURCHASE OF REAL ESTATE (LAND EXCHANGE WITH MILO BAUDER) FOR 1 HOURS AND 30 MINUTES. THE MOTION CARRIED 6-0.

COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL 10 MINUTES AT 6:45 P.M. THE MOTION CARRIED 6-0.

COUNCIL MEMBER THOMPSON MOVED AND MAYOR PRO TEM LEMLEY SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M. THE MOTION CARRIED 6-0.

Discussion of Meeting Agenda Items:

Also in attendance Human Resources Director Jubb.

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Police Services Chief Skinner updated Council on the survey stakes removed from the Clearwater Creek development site and the investigation being conducted.

City Manager Johnson got Council's approval to sign a letter of support for Representative Larry Haler's proposal and funding request to help address family medicine residencies in health professional shortage areas.

Regular Meeting:

Mayor Rose called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call:

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

Mayor Rose, Mayor Pro Tem Lemley, Council Members Anderson, Christensen, Jones, and Thompson were present.

Also present were City Manager Johnson, Assistant City Manager Amundson, Deputy City Manager King, City Attorney Kintzley, Administrative Services Director Koch, Fire and Emergency Services Director Baynes, Police Services Director Skinner, Public

Works Director Rogalsky, Energy Services Director Hammond, Parks and Public Facilities Director Schiessl, and City Clerk Hopkins.

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER JONES SECONDED A MOTION TO EXCUSE COUNCIL MEMBER KENT. THE MOTION CARRIED 6-0.

Pledge of Allegiance:

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

Approval of Agenda:

MAYOR PRO TEM LEMLEY MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations:

Mr. Brandon Allen joined the City December 1st, as a Customer Service Supervisor. Brandon has a Bachelor's degree in Business and Accounting and a Master's degree in Business Administration from the Utah Valley University. Brandon has twelve years of accounting experience and has been licensed as a CPA since August 2006. Prior to joining the City Brandon worked for Trios Health as a Controller since 2011. Prior to that he worked for Galusha, Higgins & Galusha as an Audit Manager for four years.

Public Comments:

City Clerk Hopkins read the Public Comments procedures.

There were no public comments.

Consent Calendar:

City Clerk Hopkins read the Consent items.

Minutes:

1. Council Minutes of the Meeting Held December 16, 2014
- Marcia Hopkins, City Clerk

Ordinances - Second Reading/Passage:

2. Ordinance No. 01-15, Approving the 2018 Council Compensation Plan
- Cathleen Koch, Administrative Services Director
3. Ordinance No. 02-15, Dedicating Various Rights-of-Way
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

4. Resolution No. 04-15, Authorizing Community Development Block Grant Substantial Amendments to 2014 Annual Action Plan
 - Bill King, Community and Development Services Director
5. Resolution No. 05-15, Approving Modification No. 1 to Contract with URS Corporation for Stormwater Retrofit Project Support Services
 - Pete Rogalsky, Public Works Director

Expenditures - Approval:

6. December 8, 2014 - December 26, 2014, for \$4,834,626.26 including Check Nos. 218510-219084, Wire Nos. 5795-5803, Payroll Check Nos. 99676-99695, and Payroll Wire/ACH Nos. 8792-8809
 - Cathleen Koch, Administrative Services Director

COUNCIL MEMBER ANDERSON MOVED AND COUNCIL MEMBER THOMPSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 6-0.

Reports and Comments:

1. City Manager Johnson had no comments.
2. Council Members:

The Council Members wished the public a happy New Year and said they look forward to another year serving on Council.

3. Mayor Rose had no comments.

Adjournment:

Mayor Rose adjourned the meeting at 7:37 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

David W. Rose, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 08-15, Authorizing the Preparation and Submittal of an Application to the National Recreation and Parks Association (NRPA) and the National Association of Chronic Disease Directors for a 2015 Walk With Ease (WWE) Grant

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

08-15

Document Type:

Resolution

Recommended Motion:

Authorize staff to apply to NRPA and WWE for grant funding.

Summary:

Walk With Ease (WWE) is an evidenced-based program provided by the Arthritis Foundation that was developed to help people, with or without arthritis, form walking groups whose goals are safety and success. Comprehensive studies demonstrate that WWE reduces pain, increases balance and strength and improves your overall health.

If awarded the WWE grant, Parks and Public Facilities plans to implement the Arthritis Foundation program as part of the existing "walkability" recreation series of programs.

Fiscal Impact:

Walk With Ease successful grant applicants will be awarded funds in the amount of \$4000. No matching funds are necessary. If successful, staff will bring an ordinance before City Council to increase the 2015 budget accordingly.

Attachments:

I. RES NO. 08-15 Walk With Ease (WWE) Grant Application

RESOLUTION NO. 08-15

A RESOLUTION of the City of Richland authorizing the preparation and submittal of an application to the National Recreation and Parks Association (NRPA) and the National Association of Chronic Disease Directors for a 2015 Walk With Ease (WWE) grant to provide funding towards offering a program that will motivate patrons to get in shape and allow those with arthritis to walk safely and comfortably.

WHEREAS, the National Recreation and Parks Association (NRPA) and the National Association of Chronic Disease Directors offers competitive grants for WWE programs; and

WHEREAS, the City is eligible to apply for this grant and is not required to provide matching funds; and

WHEREAS, a grant from NRPA and the National Association of Chronic Disease Directors would eliminate the program implementation costs that would otherwise be borne by the City.

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

Section 1.1 The City Manager is authorized to make formal application to the National Recreation and Parks Association and the National Association of Chronic Disease Directors for grant assistance.

Section 1.2 Any grant assistance received will be used solely for the purpose of designing and implementing the WWE program and helping to educate patrons on how to reduce their arthritis pain through walking.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 10-15, Approving Solid Waste Collection Agreements with Ed's Disposal, Inc. Regarding LaPierre Annexation

Department:

Public Works

Ordinance/Resolution Number:

10-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 10-15, authorizing the City Manager to sign and execute an agreement with Ed's Disposal Inc. creating a transition period to conduct business in the recent LaPierre Annexation area.

Summary:

On October 7, 2014, Council approved an ordinance annexing approximately five acres adjacent to Reata Road, with the action called the LaPierre Annexation after the property owner's name. State law regulating solid waste collection businesses provides designated service areas to solid waste collection companies. The state law also provides authority for cities to regulate solid waste collection services within their boundaries. Since an annexation transfers the regulating authority from the state to the City state law provides requirements for administering that change in authority.

The primary legal requirement on the City is to provide the authorized solid waste collection companies with a transition period in which to exercise their business opportunity in the annexed area. The proposed agreement will provide Ed's Disposal with a ten-year transition period, which fully satisfies the City's requirements under state law and shields the City from any claims potentially advanced by Ed's Disposal. At the close of the ten-year transition period the City will have full authority to determine the means of providing solid waste collection service in the annexed area.

Fiscal Impact:

Yes

The proposed agreement provides that the solid waste collection companies pay the City's Utility Occupation tax and such other fees and taxes imposed by the City's municipal code on their services. Since the annexed property currently contains no development this revenue will only be realized if development occurs in the future.

Attachments:

1. Res 10-15
2. Solid Waste Service Agreement with Ed's Disposal

RESOLUTION NO. 10-15

A RESOLUTION of the City of Richland authorizing the execution of a Solid Waste Collection Agreement with Ed's Disposal for the LaPierre Annexation.

WHEREAS, by Ordinance No. 26-14, dated October 7, 2014, the City annexed property known as the LaPierre Annexation; and

WHEREAS, Ed's Disposal holds Certificate No. G-110 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the LaPierre Annexation; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the LaPierre Annexation until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given written notice to the WUTC of its intention to collect solid waste in the LaPierre Annexation; and

WHEREAS, RCW 35.13.280 requires the City to grant to Ed's Disposal a franchise for collection of solid waste in the LaPierre Annexation for a term of not less than seven years; and

WHEREAS, the proposed Solid Waste Collection Agreement with Ed's Disposal grants a franchise for a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires Ed's Disposal to pay City Utility Occupation Tax and such other fees as required by the municipal code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Solid Waste Collection Agreement with Ed's Disposal for customers within the LaPierre Annexation.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

LaPierre Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between ED’S DISPOSAL, INC. (“ED’s”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 26-14, dated October 7, 2014 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **LaPierre Annexation** (the “Annexed Territory”);

WHEREAS Ed’s holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Waste Management of Washington, Inc. (“WMW”) holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to Ed’s a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to ED’s a seven-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to Ed’s a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and Ed’s agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a seven year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to Ed’s the exclusive right (shared with WMW in overlapping territory) to collect MSW from residential, commercial and

industrial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing Ed's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2024**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate Ed's for any and all measurable damages Ed's has incurred as a result of the annexation and cancellation of their MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to Ed's the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for Ed's customer's located within Ed's Certificates G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to Ed's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on Ed's Collection Services within the Annexed Territory, the City shall notify Ed's a minimum of THIRTY (30) days before the taking effect of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs

applicable to MSW collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to Ed's WUTC Tariffs, Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify Ed's in writing of the additional services requested, and Ed's shall have the right to provide such additional services during the Transition Period. If Ed's elects to provide such additional services, Ed's shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If Ed's either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

8. Billing. Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. Ed's shall invoice their customers generally consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, Ed's shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and Ed's WUTC Tariffs.

11. Transition of Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or providing MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. Ed's acknowledge that by entering into this franchise, they intend to waive all claims under RCW 35.13.280, including those for measurable damages which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area pursuant to RCW 81.77.020, and commence services as described in the No. 1 above. As required by WAC 480-70-141(3), Ed's shall be responsible for notifying the WUTC that Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of the other Party, except that Ed's may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to Ed's:	Basin Disposal Inc.	If to City:	City of Richland
	PO Box 3850		505 Swift Boulevard, MS-26
	Pasco, WA 99302-3850		Richland, Washington 99352
Attention:	Darrick Dietrich, President	Attention:	Pete Rogalsky, Public Works Director

17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

18. Advice of Counsel/Full Understanding. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter. Moreover, the parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, accountants and other advisors with respect thereto.

19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

20. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

21. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by mediation or arbitration in Pasco or Richland, Washington in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the parties. Other than mediation costs, in the event any arbitration or legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party of such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

25. No Admission of Liability. This Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility on the part of any of the Parties.

26. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

27. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

28. Headings Not Controlling. The paragraph headings included herein are for reference only and are not parts of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

29. Equal Participation in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

30. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every term and condition of this Agreement.

31. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

ED's DISPOSAL, INC.

By: _____
Name: Cynthia D. Johnson
Title: City Manager
Date: _____

By: _____
Name: Darrick Dietrich
Title: President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: David W. Wiley
Title: _____

Attachment:
Exhibit A - Ordinance No. 26-14



WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

A CERTIFIED TRUE COPY

CITY CLERK

PID#1-102883012999001

COPY

ORDINANCE NO. 26-14

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 4.8 acres of land located north of Reata Road and south of the LaPierre Baseball Field, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from the sole owner of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on the nineteenth day of November, 2013 between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 82-13, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution 82-13 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on April 16, 2014 and

WHEREAS, the Richland Planning Commission held a public hearing on December 18, 2013 to consider an appropriate zoning designation for the proposed annexation area;

WHEREAS, on May 6, 2014, Council passed Resolution No. 64-14, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

WHEREAS, a petition was circulated and signed by the sole owner of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, according to the assessed valuation for general taxation; and

WHEREAS, City Council held a public hearing to consider the annexation on September 2, 2014, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland;

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

Section 1.01 The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 68 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 7th day of October, 2014.

COPY




DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: October 12, 2014

EXHIBIT A

Legal Description for LaPierre Annexation

A portion of the Southwest quarter of Section 2, Township 8 North, Range 28 East W.M., described as follows:

Lot 1 of Short Plat #2999, Recorded 5/3/07, under Auditor's File number 2007-013745 in Volume 1 of Short Plat, Page 2999, Records of Benton County.

This legal description includes the following Assessor Parcel Number:

PD# 102883012999001

COPY

Benton County Auditor's Office Staff
determined that this page does not meet
their scanning requirements.

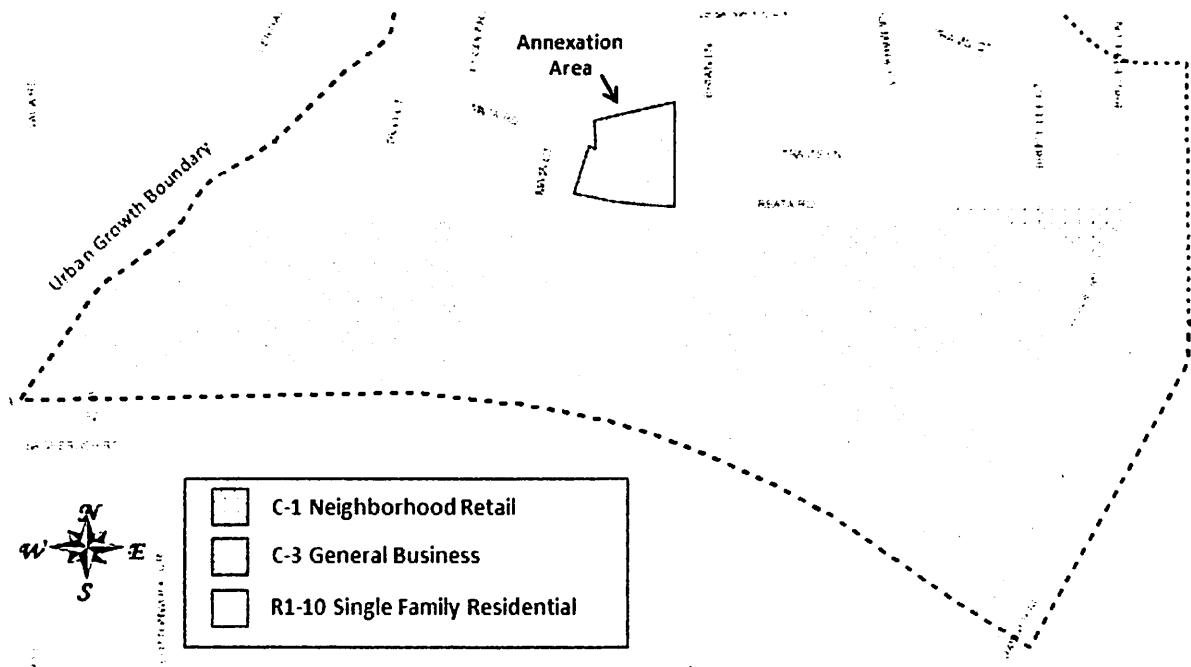
The page contained:

EXHIBIT B

Please contact the City Clerk's Office,
at the City of Richland, to obtain a
copy of this omitted page.

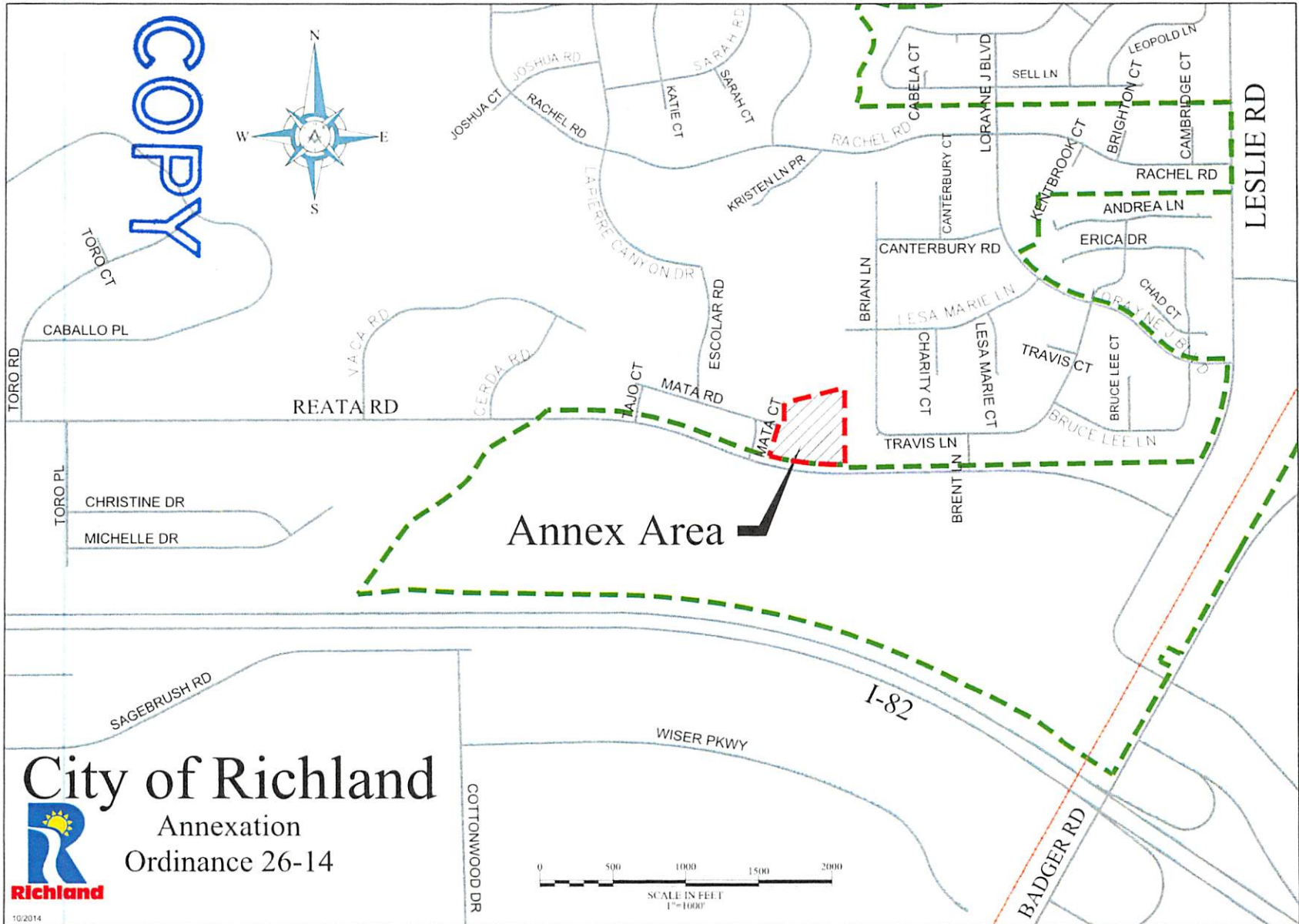
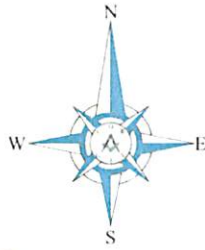
COPY

EXHIBIT B



ZONING FOR LAPIERRE ANNEXATION

COPY



City of Richland
Annexation
Ordinance 26-14



10/2014



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 11-15, Authorizing the City Manager to Sign and Execute a Co-location Agreement with Energy Northwest for the APEL Facility

Department:
Assistant City Manager

Ordinance/Resolution Number:
11-15

Document Type:
Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 11-15, authorizing the City Manager to sign and execute a co-location agreement with Energy Northwest for the APEL facility.

Summary:

The City of Richland is requesting a co-location agreement with Energy Northwest for its Applied Process Engineering Laboratory (APEL Facility).

By being able to co-locate fiber optic cable within the APEL facility, it provides the City access to alternate routes and vendors to internet connectivity. This allows the City redundancy and options for its broadband network. Furthermore, it creates opportunity for businesses to gain connectivity to third-party providers through the use of the city's fiber "backbone".

Fiscal Impact: The City of Richland agrees to pay Energy Northwest a one-time fee in the amount of \$1,500 for initial installation support. This will be paid from available appropriations in the Broadband Fund.

Attachments:

1. Proposed Resolution
2. Co-Location Agreement with Energy Northwest

RESOLUTION NO. 11-15

A RESOLUTION of the City of Richland authorizing the City Manager to execute a co-location agreement with Energy Northwest for the purpose of locating, operating and maintaining telecommunications cable in Energy Northwest's APEL facility.

WHEREAS, the City is currently constructing, and intends to subsequently lease fiber optic telecommunication cables to entities seeking to utilize the City's fiber optic telecommunication cable infrastructure; and

WHEREAS, placement of City of Richland telecommunications cable in Energy Northwest's APEL facility is advantageous in that it will strengthen the City's fiber optic network; and

WHEREAS, Energy Northwest is willing to allow the City of Richland to lease space in its APEL facility under the terms and conditions of a co-location agreement thoroughly vetted between the parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby authorizes the City Manager to sign and execute a co-location agreement with Energy Northwest allowing for the location, operation, and maintenance of City of Richland telecommunications cable in Energy Northwest's APEL facility.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

CO-LOCATION AGREEMENT NO. X-40582

between
Energy Northwest
and the
City of Richland

This Co-Location Agreement, entered into this ____ day of January, 2015, is by and between the City of Richland, a municipal corporation of the State of Washington, with offices at 505 Swift Blvd, Richland, WA 99352, hereinafter referred to as "COR," and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington and doing business by and through its Business Development Fund, with its principal office at P.O. Box 968 Richland, WA 99352, hereinafter "Energy Northwest," (collectively hereinafter referred to as the "Parties" and independently as the "Party").

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. Usage of Property

- a. Energy Northwest shall permit COR to utilize certain portions of Energy Northwest property described as follows: Applied Process Engineering Laboratory "APEL Facility," Co-Location Room, at 350 Hills Street, Richland, WA 99352 (hereafter referred to as "Premises"). Specifically, COR has a right to utilize the Co-Location Room solely for the purposes set forth in Article 2 of this Agreement. The permission granted under this Agreement shall not be construed to convey any right, title, or interest in the Premises to COR.
- b. Energy Northwest shall permit the use of optical fiber that enters into the north side of the vault identified as "CV1" and located near the base of the APEL tower, and exits the east side of the vault to enter the APEL Facility. The optical cable will be installed by COR. Specific ports will be identified at the time of installation. The cabling shall be labeled in the vault as belonging to COR, where cabling enters the APEL Facility, and where the cabling terminates. Authorization to use and conduct activities within the vault must be authorized by the Port of Benton and Energy Northwest.
- c. COR represents that the rights granted to it under this Agreement shall in no way hinder or impact any Energy Northwest or other Energy Northwest Customers' business operation.

2. Permitted Uses

COR is authorized to utilize said Premises for the purposes of locating, operating and maintaining telecommunications cable in accordance with applicable laws, regulations and requirements. Said Premises shall be utilized solely for such purpose(s) and for no other purpose. The Co-Location Room constitutes the assignment by Energy Northwest cable pathway or other specification of a location for the installation of personal property,

business and trade fixtures, and equipment owned or leased by COR (collectively, the "Equipment") at the Premises.

COR understands and agrees that access to the Premises is by escort-only as provided by Energy Northwest. As a condition for use of the Premises, COR agrees to provide two (2) hours' advance notice to gain escorted access to the property by calling the Energy Northwest IS Duty Officer (509) 377-5656 or other individual as specified by the Technical Representative, Vern Turney, (509) 377-4627.

3. Approval by Energy Northwest

Any installations, alterations, improvements, or repairs made by COR shall be at COR's own expense and shall be done only at times and in conformity with plans and specifications approved in advance, in writing, by Energy Northwest, by a licensed contractor approved in advance in writing by Energy Northwest, and in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction over the Premises and/or the Parties. COR will pay directly or reimburse Energy Northwest for any cost incurred by Energy Northwest in obtaining said approval(s). If requested by Energy Northwest, COR will post a bond or other security reasonably satisfactory to Energy Northwest to protect Energy Northwest against liens arising from work performed for COR. All work performed shall be done in a good workmanlike manner and with material (when not specifically described in the specifications) of the quality and appearance customary in the trade for first-class construction of the type in which the Co-Location Room is located.

4. Restrictions on Use

Consistent with the uses permitted under Section 2 of this Agreement, COR, at its sole expense, shall cause the Co-Location Room and all aspects of its business operations and occupancy of the Co-Location Room to be continuously in compliance with all laws, ordinances, and regulations, now or hereinafter enacted concerning the Co-Location Room on the Premises.

Energy Northwest reserves the right, in its reasonable discretion, to enter the Premises at any time if, in its sole discretion, Energy Northwest deems that such action is necessary to protect the property and rights of Energy Northwest and existing and potential customers of Energy Northwest's services.

5. Term of Use

- a. The initial lease term will be two (2) years ("Initial Term"), commencing upon the Commencement Date as defined below. The Initial Term will terminate on the last day of the month in which the second (2nd) annual anniversary of the Commencement Date occurs.
- b. This Agreement may be renewed by the Parties for up to three (3) additional one (1) year term(s) (the "Extension Term") upon the same terms and

conditions contained herein unless COR notifies Energy Northwest in writing of COR's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing term.

- c. COR shall have the right, at the discretion of Energy Northwest, to utilize the premises at all hours during the period commencing December 1, 2014 and ending November 30, 2016, unless the Agreement is otherwise renewed by COR in accordance with Section 5(b) for an Extension Term.

6. Compensation, Billing and Payment

- a. Rent: Rent to utilize the Energy Northwest property described in Section 1 shall be \$0.
- b. Services: COR agrees to pay to Energy Northwest a one-time fee in the amount of one-thousand five-hundred dollars (\$1,500) for initial installation support. In the event that escorted access requirements by COR are required, Energy Northwest will charge COR \$65/per hour for each hour of escorted access.
- c. Invoices will be submitted monthly when necessary, and shall be payable upon presentation. Invoices not paid within thirty (30) days of invoice date may be carried forward to the next invoice date and shall be subject to a carrying charge of one and a half percent (1.5%) per month. If COR fails to pay any valid, undisputed invoice within thirty (30) days of the invoice date, and such failure continues fifteen (15) days after Energy Northwest gives COR notice of such failure, Energy Northwest shall have the right to terminate this Agreement immediately. The right to terminate under the terms of this paragraph shall be in addition to all other legal, equitable, or contractual remedies available to Energy Northwest. Remittance will be mailed to Energy Northwest at the address noted on such invoices or as Energy Northwest may otherwise advise.
- d. In year one (1) of each Extension Term, the hourly escort rate will increase by 3% over the escort hourly rate paid during the previous term.

7. Taxes and Assessments

COR shall pay all federal, state and local taxes and assessments levied against the COR's property, the improvements thereon, or any business activities performed by COR during the term of this Agreement.

8. Termination

- a. Either party may terminate this Agreement at any time, with or without cause, by providing the other Party a minimum of sixty (60) calendar days' notice. Notice of such termination shall be in writing and shall be effective upon COR or Energy Northwest's receipt of such notice. In the event Energy Northwest is

issuing the termination notice, COR shall be allowed a reasonable time, not to exceed one (1) month, to remove its property from the Premises.

- b. Upon termination of this contract, the ownership of the optical cable installed by COR will transfer to Energy Northwest at the point of entry into vault CV1 for the remainder of the cable run into the APEL Facility.

9. Assignment

COR shall not assign, pledge, transfer, or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of Energy Northwest, which consent it will not be unreasonably withheld.

10. Representations and Warranties

Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. Energy Northwest represents and warrants to COR that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ENERGY NORTHWEST MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

11. Force Majeure

Neither Party is liable for any failure of performance if such failure of performance is due to any cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor strikes and supplier failures. COR's invocation of this clause shall not relieve COR of its obligation to pay for any services actually received. In the event such failure continues for sixty (60) days, the other Party may terminate the affected portion of the Services.

12. Damage by Fire or Other Casualty

If the Premises are destroyed by fire or other casualty, this Agreement will immediately terminate. In case of partial destruction or damage, so as to render the Premises untenable, as determined by COR, COR may terminate this Agreement by giving written notice to Energy Northwest within fifteen (15) calendar days thereafter. COR shall remain liable to Energy Northwest for any unpaid escorted access fees (referenced in Section 6(a)) incurred by COR up to the date of termination, and shall remit payment for the same in accordance with Section 6(b).

13. Condition of the Premises

The Premises are accepted by COR "As-Is." Energy Northwest makes no express or implied warranty or representation as to the condition of the Premises, or to the suitability of said Premises for the usage outlined above. COR agrees that it has inspected said Premises and found them acceptable for its uses.

14. Return of Premises

COR agrees to return the Premises to the same condition as existed prior to the commencement of this Agreement except for normal wear and tear. COR shall indemnify Energy Northwest for any damage or injury sustained to the Premises as a result of COR's usage of said Premises.

15. Indemnity

- a. For and in consideration of the permissive use of the Premises described in Section 2 above, COR agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or violation or breach of Section 1 by COR, its agents, invitees, servants or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the sole negligent or intentional acts of Energy Northwest or its representatives. 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 Energy Northwest and COR, COR's liability hereunder, including the duty and cost to defend, shall be limited the extent of and in proportion to COR's negligence.
- b. Energy Northwest shall not be liable for damages suffered by COR, its agents, officers, employees, invitees, licensees, suppliers, subcontractors, end-users, or any other third party in the event of an operations failure of the Premises. Such damages shall include, but not be limited to, violation of any third-party intellectual property rights, loss or restoration of data, financial loss as a result of failure of operations, and any other claims of any kind by COR's end-users.
- c. For the purpose of fulfilling this indemnity obligation, COR hereby waives any and all immunity rights or protections created by the Worker's Compensation Act, and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees. COR hereby acknowledges this provision was mutually agreed to by both parties.

- d. As used in this provision, the phrase "any and all expense" includes, but is not limited to, claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions, supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments, court costs and attorney fees (including those required to seek enforcement of this Agreement), and other costs of defense.

16. Insurance

COR shall, at COR's expense, maintain Commercial General Liability insurance with an insurer acceptable to Energy Northwest, insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises arising from an act or omission of the COR or any of its agents, contractors, representatives, licensees or invitees. Such insurance shall have minimum liability limits of \$2 million for bodily injury and property damage per occurrence and in the aggregate.

COR shall, at COR's expense, maintain fire and extended coverage insurance insuring COR's personal property in or on the Premises for 100-percent (100%) of its full insurable and replacement cost, without deduction for depreciation.

All insurance required above shall be primary insurance with respect to Energy Northwest for COR's liabilities arising from an act or omission of COR or any of its agents, contractors, representatives, licensees or invitees. Any such insurance maintained by Energy Northwest shall be in excess of COR's insurance and shall not contribute to it. The liability of COR and any of its insurers shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest.

Further, COR's insurance coverage:

- Shall not contain a severability of interests exclusion; and
- Shall contain a waiver of subrogation clause.

The Parties understand that the comparative fault laws of the State of Washington will bind them. COR's membership in Washington Cities Insurance Authority (WCIA), a self-insured municipal risk pool, covers all sums which COR shall be obligated to pay by reason of liability imposed upon COR by law; or assumed under contract or agreement by COR and/or any officer, director, official, or employee of COR, while acting in his or her capacity as such, and will satisfy the insurance requirements of this Agreement. COR shall provide Energy Northwest with written notice of any policy cancellation, within two business days of their receipt of such notice.

On or before taking possession of the Premises pursuant to this Co-location Agreement, COR shall provide Energy Northwest with evidence of required coverage. COR will provide a copy of insurance coverage policies upon request.

- COR Property Insurance: The Parties understand that COR assumes all responsibility for loss to its personal property and leasehold improvements and alterations on the Premises, and COR's loss of income due directly or indirectly to fire or other peril on the Premises. Energy Northwest is in no way responsible for insuring, replacing, or repairing COR's personal property, leasehold improvements and alterations, or loss of income, except for loss to COR's personal property as a direct result of Energy Northwest's negligent or intentional acts, errors or omissions. Further, Energy Northwest will not be responsible for any lost or corrupted data, confidential or otherwise, from any cause, including utility service interruption.
- Energy Northwest Property Insurance: Energy Northwest shall, at Energy Northwest's expense, maintain for APEL a Commercial Property Policy including a Causes of Loss - Special Form, in an amount of the replacement value of the facility and permanently installed fixtures and equipment. All proceeds of any such insurance shall be payable to Energy Northwest and shall be applied to the restoration of the Premises. Any proceeds of such insurance remaining after such restoration shall belong to Energy Northwest.

17. Environmental, Health and Safety

COR shall be solely responsible for all COR activities conducted within the Premises, and for ensuring that such activities are, on an on-going basis, in compliance with the environmental/regulatory requirements of the Environmental Protection Agency (EPA) or the Washington State Department of Ecology, the health and safety requirements of OSHA, WSHA, Benton County and the City of Richland, and with any environmental or personnel health and safety requirements that may be established and communicated in writing by APEL management and/or Energy Northwest.

COR agrees to collect and dispose of any and all hazardous waste generated by its activities within the Premises, in strict compliance with local, state, and federal laws and regulations.

COR shall implement best management practices to prevent unplanned releases of hazardous substances (as defined by CERCLA Section 102, SARA Title III, and/or Section 112(r) of the CAA), including oil or dangerous waste (as defined by WAC 173-303) to the environment. In the event of an unplanned release, COR shall take steps to mitigate the extent and severity of the release and protect the environment. The COR shall immediately report any unplanned release occurring on the Premises.

This immediate verbal report shall contain the following information:

1. Name, address, telephone number of the point of contact for COR;
2. Location where the release occurred;

3. Name and quantity of material(s) involved;
4. The extent of injuries, if any;
5. An assessment of actual or potential hazard to the environment and human health, where this is applicable;
6. Estimated quantity of released material that resulted from the incident; and
7. Actions which have been undertaken to mitigate the occurrence.

The verbal notification shall be followed by a written report within five (5) business days containing the same information regarding the unplanned release or event.

Before introduction to the Premises, COR shall provide Energy Northwest with an inventory of any hazardous substances it intends to utilize, to include the chemical name, CAS number, container description, and amount in pounds.

If COR breaches the obligations set forth in this section, then COR shall be solely and wholly responsible for remediation of the hazard, and otherwise liable to Energy Northwest for all claims, damages, penalties, fines, costs, liabilities and/or losses that result from the breach.

18. Assumption of Risk

COR assumes all risk of injury to persons or damage to property occurring in or about the Premises as a direct result of COR's use or occupancy of the Premises, the negligence or willful misconduct of COR, its agents, officers, employees, invitees or licensees, or as a result of COR's failure to perform or abide by any of the covenants or conditions of this Agreement. COR shall reimburse Energy Northwest for any costs or expenses, including attorney's fees, which Energy Northwest may incur in defending any such claim.

Energy Northwest shall not be responsible for any injuries or damages incurred by COR, its agents, officers, employees, invitees or licensees arising from acts or omissions of any covenants or from any cause other than the negligence or willful misconduct of Energy Northwest or its employees.

19. Security

Energy Northwest, COR, and their respective employees, agents, invitees and licensees agree to comply with all security regulations and procedures established by Energy Northwest for the facility. Access to the Co-Location Premises is on an escorted basis and can be requested by contacting the Energy Northwest IS Duty Officer at (509) 372-5656. Energy Northwest will make every attempt to respond by providing access within two (2) hours.

COR shall provide and maintain, at its sole expense, its own security provisions specific to portions of the Premises utilized by COR for which COR security requirements exceed facility security provisions provided by Energy Northwest. COR shall provide Energy Northwest with reasonable access to such COR secured areas for the following reasons:

- In case of emergency; and
- To provide Energy Northwest with reasonable assurance that COR remains in compliance with the terms and conditions of this Agreement; and
- To enable Energy Northwest to conduct routine facility maintenance and inspections of the Premises in accordance with the terms and conditions of this Agreement.

20. Site Rules

COR represents that its employees, representatives, invitees and agents will abide by all Energy Northwest rules and regulations while on Energy Northwest Premises.

21. Interpretation

The Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, both as to its interpretation and performance, exclusive of any conflict of law provision that would apply the laws of another jurisdiction.

22. Jurisdiction

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Washington.

23. Severability

The Parties agree that if a court holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular invalid provision.

24. Entire Agreement

This Agreement and any addenda, attachments, exhibits, and other documents incorporated herein constitute the entire agreement between the Parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by an authorized representative of both Parties.

25. Washington's Public Record Act

COR further understands and agrees that this Agreement may become a public record in accordance with Washington law and may not be exempt from disclosure under the

Washington State Public Records Act. In the event any request for disclosure to the public is made for this Agreement or data related to this Agreement, Energy Northwest shall give COR notice of the request. In the event COR wants to contest the disclosure, COR shall assume the defense of any such action, at its sole cost and expense, and shall hold Energy Northwest harmless for any costs, including attorney's fees and statutory awards, imposed by any court or regulatory authority upon Energy Northwest for denial of any right to inspect or copy such Agreement or documents as public records.

26. Disclaimer of Damages

Notwithstanding any other provision of this Agreement, neither Party shall be liable under any theory of recovery whether based in contract or in tort (including negligence and strict liability), under warranty, or any other legal or equitable theory for any consequential, special, indirect or incidental damages such as, but not limited to, loss of power, loss of use, loss of production, loss of data or information, cost of purchased or replacement power, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profits, or the loss of use thereof.

27. Interference with Communications

COR and Energy Northwest shall cooperate with each other and any third parties occupying space on the Premises so as to: (1) not create unreasonable radio frequency interference with the transmission operations with each other and any third parties occupying space on the Premises; and (2) minimize and/or determine the cause of interference between their respective operations on the Premises. In the event such interference occurs, the party causing the interference agrees to correct such interference within 48 hours of written notice by Energy Northwest or cease use of its facilities.

28. Inspection of Premises

COR shall allow Energy Northwest free access at all reasonable times to the Premises for the purpose of inspection and to fulfill any of Energy Northwest's obligations under this Agreement. Energy Northwest shall have the right to inspect the Premises and review COR's activities to provide reasonable assurances to Energy Northwest and/or regulatory authorities that such activities and the condition of the Premises are in compliance with applicable environmental regulations and permit conditions or commitments. Such review shall in no way relieve COR of primary responsibility or liability for such compliance, nor the consequences of any failure of COR to comply.

29. Disputes

Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations pursuant to this Agreement. Disputes regarding any factual matter relating to this Agreement shall be discussed by the Parties' authorized representatives who shall use their reasonable efforts to amicably and promptly resolve the dispute.

Should the authorized representatives be unable to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties agree that the controversy or claim shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof.

30. Access to Books/Records

Each Party may, at reasonable times, and upon prior notification, inspect the records of the other party relating to the performance of this Agreement. The Parties shall keep all records required by this Agreement in accordance with statutory archival requirements.

31. Notices

For purposes of this Agreement, notices as required hereunder or otherwise desired by Energy Northwest shall be forwarded to Energy Northwest's representative:

Ron Butler, Pr. Contracting Officer
Energy Northwest
PO Box 968 MD 1032
Richland, WA 99352
Telephone: (509) 377-4181

Notices required hereunder or as desired by COR shall be forwarded to the COR Representative:

Kevin Grumbling, Information Technology Manager
City of Richland
PO Box 190, MS #32
Richland, WA 99352
Telephone: (509) 942-7499

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, as of the date first written above.

CITY OF RICHLAND

**ENERGY NORTHWEST
BUSINESS DEVELOPMENT FUND**

Cynthia D. Johnson, ICMA-CM Date
Richland City Manager

Name Date
Title:_____

Approved as to Form:

Heather Kintzley, Richland City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 12-15, Approving Solid Waste Collection Agreements with Waste Management of Washington, Inc. Regarding LaPierre Annexation

Department:

Public Works

Ordinance/Resolution Number:

12-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No, 12-15, authorizing the City Manager to sign and execute an agreement with Waste Management of Washington, Inc. creating a transition period to conduct business in the recent LaPierre Annexation area.

Summary:

On October 7, 2014, Council approved an ordinance annexing approximately five acres adjacent to Reata Road, with the action called the LaPierre Annexation after the property owner's name. State law regulating solid waste collection businesses provides designated service areas to solid waste collection companies. The state law also provides authority for cities to regulate solid waste collection services within their boundaries. Since an annexation transfers the regulating authority from the state to the City state law provides requirements for administering that change in authority.

The primary legal requirement on the City is to provide the authorized solid waste collection companies with a transition period in which to exercise their business opportunity in the annexed area. The proposed agreement will provide Waste Management of Washington, Inc. with a ten-year transition period, which fully satisfies the City's requirements under state law and shields the City from any claims potentially advanced by Waste Management. At the close of the ten-year transition period the City will have full authority to determine the means of providing solid waste collection service in the annexed area.

Fiscal Impact:

Yes

The proposed agreement provides that the solid waste collection companies pay the City's Utility Occupation tax and such other fees and taxes imposed by the City's municipal code on their services. Since the annexed property currently contains no development this revenue will only be realized if development occurs in the future.

Attachments:

1. RES 12-15
2. Collection Transition Agreement - Waste Mgmt

RESOLUTION NO. 12-15

A RESOLUTION of the City of Richland authorizing the execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for the LaPierre Annexation.

WHEREAS, by Ordinance No. 26-14, dated October 7, 2014, the City annexed property known as the LaPierre Annexation; and

WHEREAS, Waste Management of Washington, Inc. holds Certificate No. G-237 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the LaPierre Annexation; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the LaPierre Annexation until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given written notice to the WUTC of its intention to collect solid waste in the LaPierre Annexation; and

WHEREAS, RCW 35.13.280 requires the City to grant to Waste Management of Washington, Inc. a franchise for collection of solid waste in the LaPierre Annexation for a term of not less than seven years; and

WHEREAS, the proposed Solid Waste Collection Agreement with Waste Management of Washington, Inc. grants a franchise for a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires Waste Management of Washington, Inc. to pay City Utility Occupation Tax and such other fees as required by the municipal code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Solid Waste Collection Agreement with Waste Management of Washington, Inc. for customers within the LaPierre Annexation.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

LaPierre Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 26-14, dated October 7, 2014 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **LaPierre Annexation**;

WHEREAS the LaPierre Annexation is referred to herein as the “Annexed Territory”;

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Ed’s Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2024**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re Ed's Disposal, Inc. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to

allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to
WMW: Waste Management of
Washington, Inc.
720 Fourth Avenue, Suite 400
Kirkland, WA 98033-8136
Director of Public Sector
Attention: Services

If to
City: City of Richland
505 Swift Boulevard, MS-26
Richland, Washington 99352
Pete Rogalsky,
Attention: Public Works Director

17. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

20. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

21. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____
Name: Cynthia D. Johnson
Title: City Manager
Date: _____

By: _____
Name: Joseph Krukowski
Title: Vice President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachment:
Exhibit A - Ordinance No. 26-14

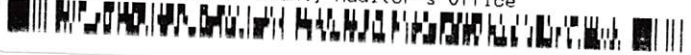
2014-027584 ORD

10/30/2014 04:54:02 PM

Pages: 6 Fee: \$77.00

Richland City Clerk

Benton County, Benton County Auditor's Office



WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

A CERTIFIED TRUE COPY
Maria Hopkins
CITY CLERK

PID#1-102883012999001

COPY

ORDINANCE NO. 26-14

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 4.8 acres of land located north of Reata Road and south of the LaPierre Baseball Field, providing for assumption of existing City indebtedness and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from the sole owner of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on the nineteenth day of November, 2013 between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 82-13, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution 82-13 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the boundary Review Board was not invoked within 45 days of filing, and thus the proposed annexation was deemed approved by the Boundary Review Board on April 16, 2014 and

WHEREAS, the Richland Planning Commission held a public hearing on December 18, 2013 to consider an appropriate zoning designation for the proposed annexation area;

WHEREAS, on May 6, 2014, Council passed Resolution No. 64-14, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto;

WHEREAS, a petition was circulated and signed by the sole owner of the proposed annexation area, thereby exceeding the state requirement that owners representing at least 60% of the value of the proposed annexation area petition the City for annexation, according to the assessed valuation for general taxation; and

WHEREAS, City Council held a public hearing to consider the annexation on September 2, 2014, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland;

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

Section 1.01 The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County Washington (the "Annexed Area")

Section 1.02 The Richland Comprehensive Plan, adopted October 6, 1997 by Ordinance 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 1.03 The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 1.04 Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 68 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.05 It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 1.06 The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington a copy of this ordinance and shall attach the amended sectional map as necessary and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 1.07 As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that complies with the City's Solid Waste Management Plan.

Section 1.08 This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 7th day of October, 2014.

COPY




DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: October 12, 2014

EXHIBIT A

Legal Description for LaPierre Annexation

A portion of the Southwest quarter of Section 2, Township 8 North, Range 28 East W.M., described as follows:

Lot 1 of Short Plat #2999, Recorded 5/3/07, under Auditor's File number 2007-013745 in Volume 1 of Short Plat, Page 2999, Records of Benton County.

This legal description includes the following Assessor Parcel Number:

PD# 102883012999001

COPY

Benton County Auditor's Office Staff
determined that this page does not meet
their scanning requirements.

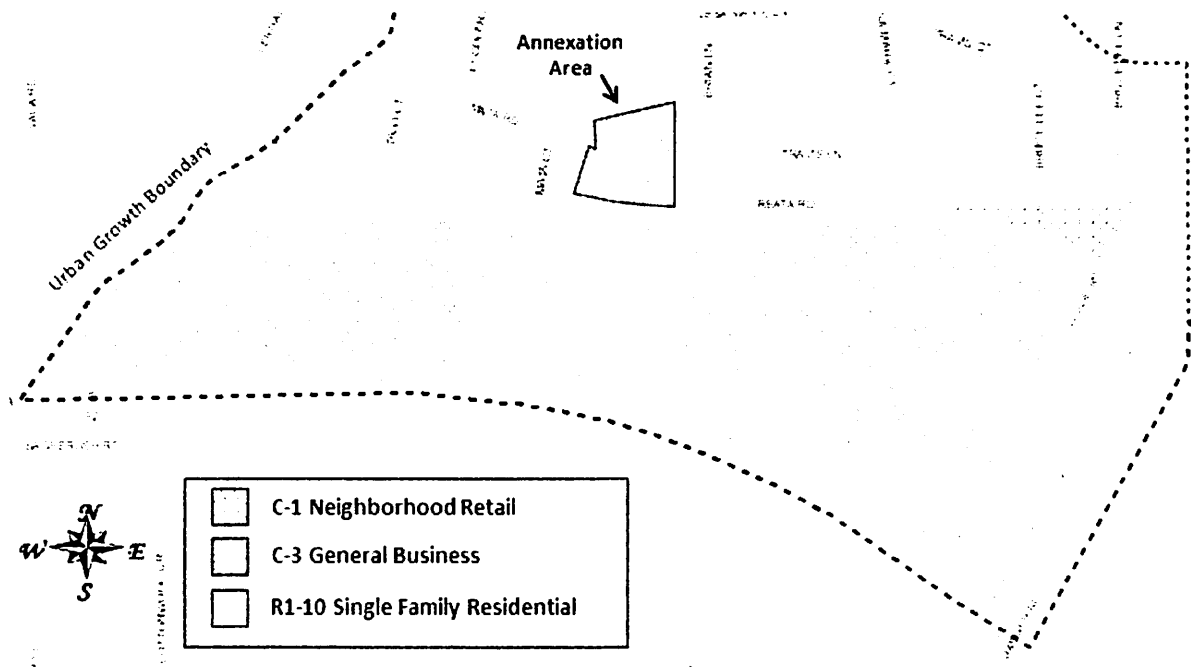
The page contained:

EXHIBIT B

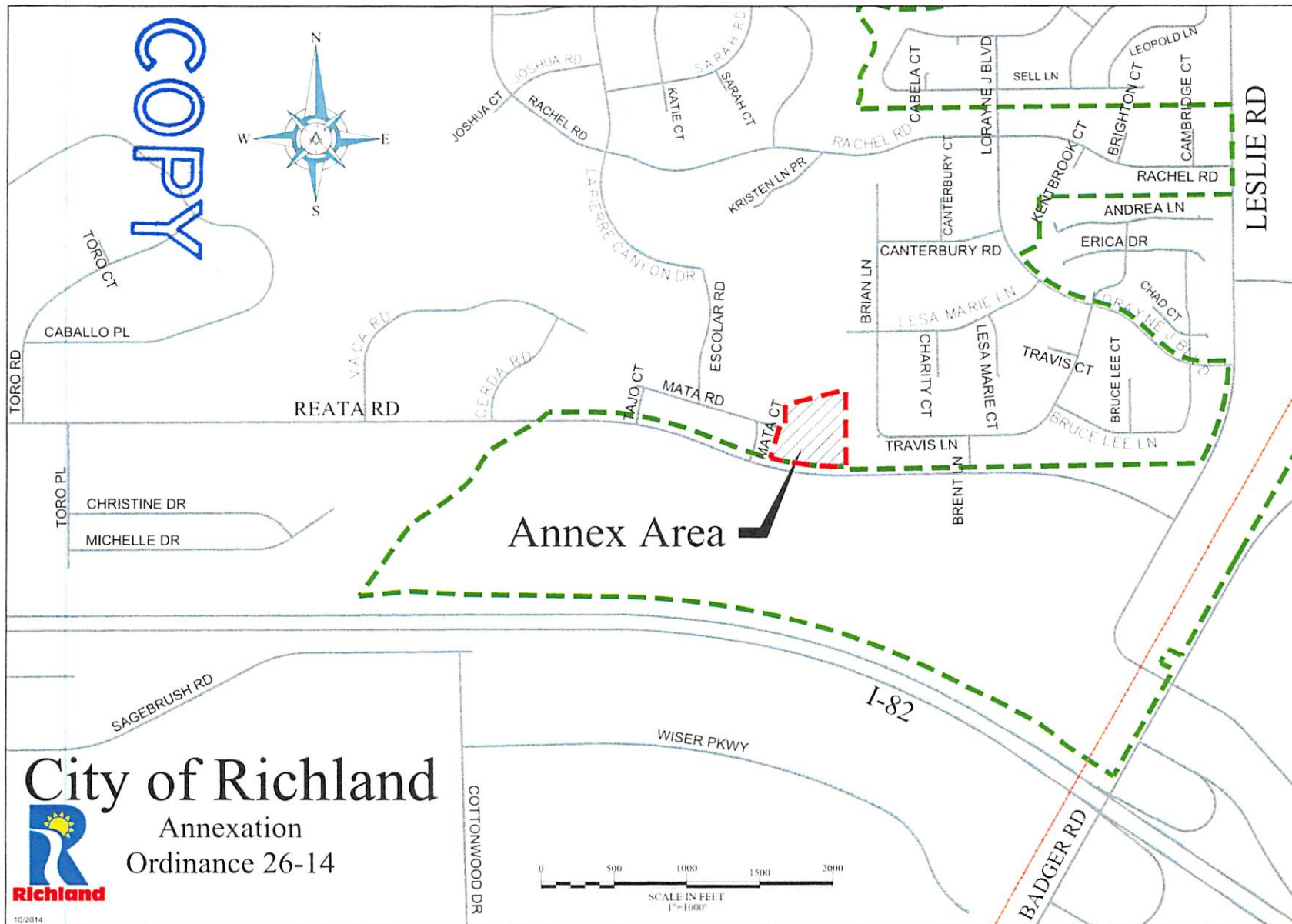
Please contact the City Clerk's Office,
at the City of Richland, to obtain a
copy of this omitted page.

COPY

EXHIBIT B



ZONING FOR LAPIERRE ANNEXATION





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 14-15, Approving Consultant Agreement with JUB Engineers, Inc. for George Washington Way I-182 Access Study Project

Department:

Public Works

Ordinance/Resolution Number:

14-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 14-15, authorizing the City Manager to sign and execute an agreement with J-U-B Engineers, Inc. for the George Washington Way / I-182 Access Study project.

Summary:

This project is a continuation of the South George Washington Way Safety and Mobility Improvements project. Due to FHWA funding authorization rules, a new project had to be created to continue the planning work for the improvements at the George Washington Way/Columbia Point Drive intersection.

The reconfigured funding authorization was recently approved by FHWA, clearing the way for the engineering planning work to continue. This agreement will authorize services by J-U-B Engineers, Inc., who had done the planning and preliminary design work on the project before the funding authorization redirected the project development. The objective of the agreement's scope is to complete capacity and safety analyses needed to obtain WSDOT and FHWA concurrence with a path forward to select among three alternatives; 1) No build, 2) Split-T, and 3) Traditional widening of the current intersection.

Fiscal Impact:

Yes

The total cost of the proposed agreement will not exceed \$38,710. Funding for this project was approved with the 2014-2030 Capital Improvement Plan in the Transportation section, project titled South George Washington Way Safety and Mobility Improvements on page 78. There is currently \$91,107 available in this project budget.

Attachments:

1. Resolution No. 14-15
2. Consultant Agreement with JUB for South GWW Planning

RESOLUTION NO. 14-15

A RESOLUTION of the City of Richland authorizing the execution of a Local Agency Standard Consultant Agreement with J-U-B Engineers, Inc. to conduct the George Washington Way / I-182 Access Study.

WHEREAS, on September 16, 2014 the City Council adopted Resolution No. 134-14 amending the 2014 - 2019 Transportation Improvement Program (TIP) to include a new planning project titled George Washington Way / I-182 Access Study with \$86,500 in federal Surface Transportation Program (STP-UL) funds and \$13,500 in matching City funds for the Preliminary Engineering phase (PE Phase) of this project; and

WHEREAS, staff has been working with J-U-B Engineers, Inc. at this same location under the project titled South George Washington Way Safety and Mobility Improvements project; and

WHEREAS, this project is a continuation of that effort; and

WHEREAS, approval has been granted by the Washington State Department of Transportation to continue using J-U-B Engineers, Inc. for this effort; and

WHEREAS, staff has negotiated a scope of work and fee for J-U-B Engineers, Inc. to begin work on this study which staff recommends as a good value to the City; and

WHEREAS, the City is authorized by the Federal Highway Administration to begin using federal funds on this project

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Local Agency Standard Consultant Agreement with J-U-B Engineers, Inc. for the George Washington Way / I-182 Access Study project.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): J-U-B ENGINEERS, INC.		
Address 2810 W. Clearwater Ave, Ste 201, Kennewick, WA	Remit to Address Same	
UBI Number 600-069-551	Federal TIN or SSN Number 82-0290774	
Execution Date	Completion Date January 2020	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work George Washington Way/I-182 Access Study Federal Aid # STPUL-3475(006) City of Richland Project No. CP-0960. This project provides for Task Orders as requested by AGENCY (City of Richland) to provide study and engineering support for improvements to the George Washington Way/Columbia Point Drive intersection and access related to I-182.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$38,710 Management Reserve Fund: Maximum Amount Payable: \$38,710

Index of Exhibits

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

Agreement Number:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:

Name: Jeffrey R. Peters, P.E.
Agency: City of Richland
Address: PO Box 190 MS 26
City: Richland State: WA Zip: 99352
Email: jpeters@ci.richland.wa.us
Phone: 509-942-7504
Facsimile: 509-942-7379

If to CONSULTANT:

Name: Richard H. Door, P.E.
Agency: J-U-B Engineers, Inc.
Address: 2810 W. Clearwater Ace., Ste 201
City: Kennewick State: WA Zip: 99337
Email: rhd@jub.com
Phone: 509-783-2144
Facsimile: 509-736-0790

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Changes of Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Changes of Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Jeffrey R. Peters, P.E
Agency: City of Richland
Address: PO Box 190 MS 26
City: Richland State: WA Zip: 99352
Email: jpeters@ci.richland.wa.us
Phone: 509-942-7504
Facsimile: 509-942-7379

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A
Scope of Work - J-U-B Engineers, Inc.

George Washington Way/I-182 Access Study
STPUL-3475(006)

City of Richland
CP-0960

Duties and Responsibilities of Consultant

As a continuation to previous studies, J-U-B ENGINEERS, INC. (CONSULTANT) will provide ongoing assistance to the City of Richland (AGENCY) to advance this project.

Task Order No. 1 will update previous traffic and crash data and provide evaluation of specific portions of part of WSDOT's Interchange Justification Report (IJR) policy points 3 and 4. The intent of this task order is to address specific issues requested by WSDOT/FHWA in a technical memorandum without providing a complete IJR.

This task will also provide a conceptual design and renderings for a potential pedestrian underpass.

Subtask 1 – Project Administration and Meetings

CONSULTANT will administer the tasks in this agreement and provide monthly invoices and status reports. For budget purposes it is estimated that Task Order No. 1 will be complete in 6 months.

CONSULTANT will attend meetings with AGENCY and WSDOT/FHWA as requested. For budget purposes we anticipate the following meetings:

- Meetings with City Staff (Estimate up to 3 meetings)
- A Meeting with AGENCY, WSDOT, and possibly FHWA (WSDOT SCR location)
- An on-site meeting with WSDOT

CONSULTANT will conduct internal team meetings and communication with AGENCY in preparation of meetings and schedule.

CONSULTANT will assist the AGENCY in developing a work plan for next steps to supplement this agreement with future task orders to keep the project moving forward.

Subtask 2 – Traffic Analysis Update

CONSULTANT will update the traffic model to reflect new future year projection (year 2035 or as determined by AGENCY).

- Updated Traffic Counts – CONSULTANT will provide PM Peak Hour turning movement counts for the intersection of George Washington Way/Columbia Point intersection.
- CONSULTANT will coordinate with WSDOT to identify a seasonal adjustment factor to apply to the 2015 counts. WSDOT will provide I-182 monthly adjustment factors. CONSULTANT will apply the seasonal adjustment factor and compare the 2015 counts and the previous May 2012 data. CONSULTANT will develop tables showing the actual growth rate compared to the future growth rates previously assumed.
- CONSULTANT will coordinate with AGENCY and WSDOT(SCR) the growth rate to use for development of future year traffic volumes. We assumes WSDOT(SCR) will forward this information to WSDOT(HQ) and FHWA for concurrence. CONSULTANT will prepare traffic forecast for 2035 based on the approved growth rate.
- Traffic Operation Analysis Update. May 2014, CONSULTANT provided additional traffic analysis to compare modeled origin-destination assumptions to observed traffic counts. The new modeling will incorporate the results of the May 2014 O&D findings. CONSULTANT will update and model the following scenarios using VISSIM software:
 - 1) No-Build 2035
 - 2) Traditional Widening Alternative 2035
 - 3) Split-T Alternative 2035

This scope of work assumes one model run for each of these three scenarios either with or without pedestrian calls in the signal timing as directed by AGENCY. This scope assumes that the 2012 calibrated model will suffice for existing conditions and that 2015 counts will only be used to assist in forecasting and will modeled.

- CONSULTANT will provide updated traffic tables and figures for No-Build and the two alternatives.
- CONSULTANT will prepare a travel time comparison through the corridor for the No-Build and two Alternatives.

Subtask 3 – Crash History Update

CONSULTANT will obtain the most recent available records and update the Crash History portion of the November 2013 report which included analysis of years 2006 to 2010. This effort will also include the I-182 ramps and mainline for the in the George Washington Way (SR 240)/I-182 interchange.

This scope does not include crash diagrams or collision analysis.

Subtask 4 – Pedestrian Underpass Conceptual Design

CONSULTANT will develop concept level design of a pedestrian underpass for George Washington Way. The overpass may or may not be part of the overall project improvements.

The intent of the design is to locate a potential crossing, identify concept level budget and provide renderings that could be used for AGENCY and future public meetings.

- AGENCY will provide topographic survey for the vicinity of the pedestrian underpass for George Washington Way. The survey will include both the east and west portal vicinity.
- CONSULTANT will develop a basemap based on topographic survey with DTM and latest aerial photo and GIS information provided by AGENCY.
- CONSULTANT will develop a conceptual layout of a pedestrian underpass. This scope assumes a single location would serve either of the build alternatives being considered. The length may vary between the two alternatives due to lane configurations.
- CONSULTANT will develop two concept renderings showing the east and west portals of the underpass. These renderings assume the pedestrian underpass would be similar for both the Spilt-T and Traditional Widening so only one version will be developed.

Subtask 5 – No Impacts - WSDOT Memo

CONSULTANT will prepare a technical memorandum to address portions of an Interchange Justification Report (IJR) Policy Points No. 3 & 4 based on updated data and information already studied. This Memo will include the following:

- Brief background of intersection and the previous studies.
- Summary of collision history.
- Travel time analysis.
- Tables showing Level of Service and queue lengths for existing, 2035 No-Build, and two alternatives. Does not include opening year analysis.
- Comparison of the queue lengths of the no-build and the two alternatives to design standards for required deceleration lengths.
- Comparison of the acceleration requirements for the no-build and two alternatives.
- Summary of the operational analysis demonstrating that the two alternatives do not have a significant adverse impact to the mainline of I-182.
- Prepare graphics to support the memo including a conceptual exhibit showing access connection and proposed design features. This does not include design level plans or horizontal alignment and vertical profile design detail.

CONSULTANT will prepare a draft Memo for the City to review and will incorporate AGENCY comments prior to submittal to WSDOT. CONSULTANT will review WSDOT comments and make revisions provided requests are within our scope of work.

Subtask 6 – Cost Estimates Update

Based on the meeting June 18, 2014, CONSULTANT will refine the planning level Opinion of Probable Costs for the Traditional Intersection Alternative, Split-T Intersection Alternative, northbound ramp improvements and southbound ramp improvement as follows:

- 1) Add a block wall needed for privacy and access control on the north side of the new connecting road for the Split-T Alternative.
- 2) Opinion of Probable Costs for pedestrian underpass. Assume one location that could serve both Traditional Widening and Split-T alternatives; however the length may vary due to lane configurations.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AGENCY to provide 2014 AutoCad Civil3d topographic base map for pedestrian undercrossing area.

B. Roadway Design Files

CONSULTANT to produce 2014 AutoCad/Civil3d design files.

C. Computer Aided Drafting Files

CONSULTANT to produce 2014 AutoCad/Civil3d design files.

Agreement Number:

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

Agency has the right to review electronic files.

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

2014 AutoCad Civil 3D drawings.

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

Aerial Photos

Topographic Surveys

GIS and Right-of-Way plans and information

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

email, ftp site, CD, DVD or electronic drive

A. Agency Software Suite

2014 AutoCad Civil 3D
Microsoft Office 2013

B. Electronic Messaging System

Microsoft Outlook 2013

C. File Transfers Format

Exhibit D

Prime Consultant Cost Computations

See attached:

- 1) Estimated Person-Hour Exhibit
- 2) Consultant Fee Determination - Summary Sheet

Agreement Number:

ESTIMATED PERSON-HOUR EXHIBIT

George Washington Way/I-182 Access Study

Task Order No. 1

CLIENT: City of Richland
 DATE: January 13, 2015
 Section:

PROJECT TASK	Person-Hour Breakdown										
	Principal	Project Manager	Transportation Planner	SR. Traffic Engineer	Traffic Engineer	Design Engineer	CADD	Clerical			
Subtask 1 Project Administration and Meetings Invoices and Status Reports (6 months) Meetings: City Staff (3 Meetings) WSDOT/FHWA (1 Meeting) WSDOT On Site Meeting (1 Meeting) Work Plan and Future Tasks	1.0	49.0	74.0	10.0	70.0	39.0	54.0	17.0			
	1.0	34.0	24.0	0.0	0.0	3.0	0.0	7.0			
	0.0	8.0	0.0	0.0	0.0	0.0	0.0	3.0			
	0.0	9.0	9.0	0.0	0.0	3.0	0.0	0.0			
	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0			
	0.0	3.0	3.0	0.0	0.0	0.0	0.0	0.0			
	1.0	6.0	4.0	0.0	0.0	0.0	0.0	4.0			
	0.0	4.0	28.0	10.0	70.0	0.0	10.0	4.0			
	0.0	0.0	2.0	0.0	0.0	0.0	6.0	0.0			
	0.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0			
Subtask 2 Traffic and Accident Analysis Update Traffic Counts - (PM Only) WSDOT Coord & Seasonal Rate Adj WSDOT Coord & Growth Rate Adj Traffic Operation Analysis Update Updated LOS Tables and Exhibits Travel Time Comparison	0.0	1.0	6.0	0.0	0.0	0.0	2.0	0.0			
	0.0	4.0	0.0	0.0	0.0	26.0	32.0	0.0			
	0.0	0.0	0.0	0.0	0.0	2.0	8.0	0.0			
	0.0	2.0	0.0	0.0	0.0	12.0	12.0	0.0			
	0.0	2.0	0.0	0.0	0.0	12.0	12.0	0.0			
	0.0	4.0	16.0	0.0	0.0	2.0	6.0	6.0			
	0.0	2.0	12.0	0.0	0.0	2.0	4.0	4.0			
	0.0	2.0	4.0	0.0	0.0	0.0	2.0	2.0			
	0.0	2.0	0.0	0.0	0.0	8.0	4.0	0.0			
	0.0	1.0	0.0	0.0	0.0	4.0	2.0	0.0			
Subtask 3 Crash History Update Subtask 4 Pedestrian Underpass Conceptual Layout Develop Basemap (AGENCY provided Survey) Conceptual Layout Conceptual Renderings Subtask 5 No Impacts - WSDOT Memo Draft Memo Incorporate AGENCY Comments & Submit WSDOT Subtask 6 Cost Estimate Update Block Wall Estimate Pedestrian Underpass Estimate	0.0	1.0	0.0	0.0	0.0	4.0	2.0	0.0			
	0.0	4.0	0.0	0.0	0.0	26.0	32.0	0.0			
	0.0	0.0	0.0	0.0	0.0	2.0	8.0	0.0			
	0.0	2.0	0.0	0.0	0.0	12.0	12.0	0.0			
	0.0	2.0	0.0	0.0	0.0	12.0	12.0	0.0			
	0.0	4.0	16.0	0.0	0.0	2.0	6.0	6.0			
	0.0	2.0	12.0	0.0	0.0	2.0	4.0	4.0			
	0.0	2.0	4.0	0.0	0.0	0.0	2.0	2.0			
	0.0	2.0	0.0	0.0	0.0	8.0	4.0	0.0			
	0.0	1.0	0.0	0.0	0.0	4.0	2.0	0.0			

Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Project: George Washington Way / I-182 Access Study

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Principal	1.0	\$68.85	\$68.85
Project Manager	49.0	\$62.47	\$3,061.24
Transportation Planner	74.0	\$47.16	\$3,489.71
SR. Traffic Engineer	10.0	\$41.10	\$410.97
Traffic Engineer	70.0	\$30.30	\$2,120.75
Design Engineer	39.0	\$36.07	\$1,406.85
CADD	54.0	\$29.69	\$1,603.06
Clerical	17.0	\$17.80	\$302.56
Total DSC =			\$12,463.99
Overhead (OH Cost - including Salary Additives):			
OH Rate x DSC of	177.10%	=	\$22,073.72
Fixed Fee			
FF x DSC	30.00%	=	\$3,739.20
Total DSC, OH & FF			\$38,276.90
Reimbursables:			
Travel and Per Diem			
Per Diem	0 days @	\$0.00	\$0.00
Air Travel	0 trips @	\$0.00	\$0.00
Mileage	260 miles @	\$0.52	\$135.20
Lodging	0 nights @	\$80.00	\$0.00
Reproduction/Mailing Expenses			
Plan Copies, Exhibits Mounting		\$300.00	
Survey Equipment			
Reimbursable Sub-Total			\$435.20
Subconsultant Costs:			
			\$0.00
Subconsultant Costs			\$0.00
Total			\$38,712.10
Total (Rounded \$10)			\$38,710
Prepared by: Rick Door			
Date: 1/13/2015			

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
J-U-B Engineers, Inc. (Area Manager)
whose address is
2810 W. Clearwater Avenue, Ste 201, Kennewick, WA 99336
and that neither the above firm nor I have:

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

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

J-U-B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

I hereby certify that I am the:

☒ City Manager

☐ Other

of the City of Richland, and J-U-B Engineers, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

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

J-U-B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

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

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

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

J-U-B Engineers, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of George Wash. Way/I-182 Access Study * are accurate, complete, and current as of January 13, 2015 **.

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

Firm: J-U-B Engineers, Inc.

Signature

Area Manager

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$.

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 15-15, Authorizing the Preparation and Submittal of an Application to the Washington State Geocache Association for a Grant to Provide Funding Toward the Tri Cities 2015 Geocoin Challenge

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

15-15

Document Type:

Resolution

Recommended Motion:

Authorize Staff to apply for Washington State Geocache Association grant funding.

Summary:

Washington State Geocache Association (WSGA) is a nonprofit recreational club supporting geoachers and geocaching across the state of Washington. WSGA promotes social and recreational activities for geocachers, and works with land managers to ensure support for geocaching on park lands.

If awarded the WSGA grant, Parks and Public Facilities plans to continue promoting tourism, community involvement and the education of geocaching as a recreational, family-oriented activity to increase awareness and appreciation for the environment and park lands. The 2014 event attracted approximately 500 attendees.

Fiscal Impact:

Washington State Geocache Association successful grant applicants will be awarded funds in the amount of \$1000 or less. No matching funds are necessary. If successful, staff will bring an ordinance before City Council to increase the 2015 budget accordingly.

Attachments:

I. RES 15-15 Application for WSGA Grant

RESOLUTION NO. 15-15

A RESOLUTION of the City of Richland authorizing the preparation and submittal of an application to the Washington State Geocache Association for a grant to provide funding towards the Tri-Cities 2015 Geocoin Challenge that will promote tourism and community involvement.

WHEREAS, the Washington State Geocache Association (WSGA) offers small grants which support geocaching-related projects in Washington; and

WHEREAS, the City of Richland is eligible to apply for this grant and is not required to provide matching funds; and

WHEREAS, a grant from WSGA would assist with the event activity costs associated with the Tri-Cities 2015 Geocoin Challenge that would otherwise be borne by the City.

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

Section 1.1 The City Manager is authorized to make formal application to the Washington State Geocache Association for grant assistance.

Section 1.2 Any grant assistance received will be used solely for the purpose of designing and implementing the Tri-Cities 2015 Geocoin Challenge.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 16-15, Authorizing the City Manager to Execute Fiber Optic Cable Lease Agreements for Entities Seeking to Utilize the City's Fiber Optic Telecommunication Cable Infrastructure Within the City of Richland

Department:

Assistant City Manager

Ordinance/Resolution Number:

16-15

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 16-15, authorizing the City Manager to execute fiber optic cable leases for entities seeking to utilize the City's fiber optic telecommunication cable infrastructure within the City of Richland.

Summary:

In 2014, the City of Richland completed the first phase of its broadband plan, which included replacement of the I-Net and build out of core services to city and school district facilities. Currently, the City has a request for proposals to construct the next phase of the plan, by extending broadband to the North Richland Port of Benton area. As a result of both of these projects, there is opportunity to partner with retail service providers and other businesses for lease of fiber from the City for high-speed internet access. The City is not a retail service provider, so we lease excess capacity to facilitate high-speed internet access.

Currently, every time we receive a request to enter into a fiber optic lease agreement, it requires a new resolution and City Council authorization for each individual lease agreement. The proposed resolution grants the City Manager the authority to execute said agreements in a more timely fashion.

The City Council has already adopted standard terms and conditions by which these agreements will be executed. The proposed resolution will only expedite the process by which these agreements are executed, allowing the City to be more responsive to the needs of the customers.

Fiscal Impact:

The proposed resolution has no direct fiscal impact. However, typical fiber optic lease agreements entered into by the city require a payment of 50% of capital costs from the requesting party, a \$1,000 setup fee, and a monthly lease rate of \$270 for a 3 to 5-year lease. This lease rate has been established for the City to cover any maintenance and operation of the fiber equipment and to recover the City's upfront investment in the capital cost of extending the fiber.

Attachments:

- I. Proposed Resolution

RESOLUTION NO. 16-15

A RESOLUTION of the City of Richland authorizing the City Manager to execute Fiber Optic Cable Leases for entities seeking to utilize the City's fiber optic telecommunication cable infrastructure within the City of Richland.

WHEREAS, the City is currently constructing, and intends to subsequently lease fiber optic telecommunication cables to entities seeking to utilize the City's fiber optic telecommunication cable infrastructure; and

WHEREAS, multiple private entities have sought to utilize the City's fiber optic telecommunication cable infrastructure by entering into Fiber Optic Cable Leases with the City; and

WHEREAS, the City's Fiber Optic Cable Leases contain standardized terms and conditions which have previously been approved by the Richland City Council, and which do not vary in significant degree from lease to lease; and

WHEREAS, the City benefits from the continued timely execution of these standard lease agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby grants the City Manager the authority to sign and execute Fiber Optic Cable Lease Agreements between the City and those entities seeking to utilize the City's fiber optic telecommunication cable infrastructure when such agreements meet the standardized terms and conditions previously approved by City Council. This standing authorization shall vest in the City Manager unless revoked by City Council by resolution.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:

Resolution No. 17-15, Consultant Agreement for Architectural Services for a Performance Stage at John Dam Plaza

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

17-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 17-15, authorizing the City Manager to sign and execute an agreement with Design West Architects for architectural services for the John Dam Plaza performance stage project in the amount of \$39,500.

Summary:

In 2010, Council adopted a master plan for John Dam Plaza which included an outdoor amphitheater and stage. In 2015, the Capital Improvement Program was reorganized to focus City efforts into the Waterfront District, including a performance stage at John Dam Plaza.

In 2014, funds allocated to the project were Lodging Tax Funds (\$500,000), Business License Reserve funds (\$60,000) and \$30,000 from HAPO Community Credit Union, representing the first of ten annual payments and a naming rights agreement.

In 2015, staff interviewed three firms from the City's professional service roster and selected Design West Architects as the most qualified firm. The scope of work and cost were negotiated resulting in the attached contract.

Design of the performance stage will be coordinated with stakeholders that will be using the facility. Design work and consultation will occur this spring and early summer with construction scheduled to begin after the final Live at Five concert in June. A separate construction contract and Council authorization will be necessary for the construction phase of the project.

This authorization will begin the design phase.

Funding Sources:

Fiscal Impact:

- Lodging Tax: \$500,000
- Business License Reserve Fund: \$60,000
- HAPO Annual Payment for 10 year naming rights agreement: \$30,000
- TOTAL: \$590,000**

Cost of Professional Service Agreement with Design West Architects: \$39,500

Attachments:

1. Proposed Resolution No. 17-15
2. Design West Architects Architectural Services Agreement

RESOLUTION NO. 17-15

A RESOLUTION of the City of Richland authorizing the City Manager to sign and execute an agreement with Design West Architects for architectural services for the John Dam Plaza Stage project in the amount of \$39,500.

WHEREAS, John Dam Plaza is the home of the Live at Five concert series and has been a long-time location for events, political rallies, marches and other organized and informal gatherings; and

WHEREAS, the John Dam Master Plan includes a performance stage; and

WHEREAS, a performance stage is consistent with and implements the City's vision for the Waterfront District; and

WHEREAS, Design West Architects has the expertise and specialized professionals to design a performance stage; and

WHEREAS, Design West Architects was determined to be the most qualified firm using the City's professional service roster selection process; and

WHEREAS, a schedule has been developed to design the facility and to obtain user group feedback; and

WHEREAS, \$590,000 is available in 2015 to design and construct the performance stage from Lodging Tax (\$500,000), Business License Reserve Fund (\$60,000) and HAPO Credit Union (\$30,000 annually for 10 years).

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 Design West Architects in the amount of \$39,500 for architectural services for the John Dam Plaza stage.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 20th day of January, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this [REDACTED] day of January, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Design West Architects, P.A., 7513 W. Kennewick Ave. Ste D, Kennewick, WA 99336 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide planning and design services for the John Dam Plaza Outdoor Stage facility
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) 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:
 - (i) City of Richland Agreement No. [REDACTED]
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The 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 November 1, 2015.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount of Thirty Thousand dollars (\$30,000.00) for design services including submittal review along with Construction Administration, bid document packages and reimbursables not to exceed Nine Thousand Five Hundred dollars (\$9,500.00) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- b) 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 the 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 at the government rate, 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.
- 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) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the 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 the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three 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 contract 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

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the 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 the 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 the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the 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 the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the 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 the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the 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 the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the 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 the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the 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, the 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>

10) 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. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the 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.

12) INSURANCE

The 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 the 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 the 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- 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 \$1,000,000 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. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the 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 evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The 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 the 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 the 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 the Consultant from the City.

13) 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 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.

14) 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.

15) 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 parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he 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.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) 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) 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) 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.

20) 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 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.

21) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the 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 the 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, the 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 22, Extra Work.

22) EXTRA WORK

The City may desire to have the 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.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. JOHNSON, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work



DESIGN
WEST

KENNEWICK, WASHINGTON
PULLMAN, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST
ARCHITECTS, P.A.

7513 W. KENNEWICK AVE STE D
KENNEWICK, WA 99336
TEL. 509-783-2244
FAX. 509-783-8740
www.designwestpa.com

January 14, 2015

Dave Bryant
2700 Duportail St., Building 100
PO Box 190, MS 6
Richland, WA 99352

RE: City of Richland – John Dam Plaza Outdoor Stage Improvements
Fee Proposal

Dear Mr. Bryant,

Thank you for considering Design West Architects to provide planning and design for the proposed John Dam Plaza Outdoor Stage facility, owned and operated by the City of Richland. The new stage is to accommodate all types of performing arts; including music, theater and dance. The stage facility will be roughly 3,300 square feet total, including 500 square feet of enclosed space, and has an expected construction budget of \$300,000. The City of Richland will provide the civil engineering and landscape design for the project. Design West will provide the stage facility design. The site work and the facility design will be submitted to the building department separately for permitting, and will be publicly bid as one construction contract with two separate schedules.

Architectural Services – Design

Design West will develop a design based on the schematic design drawings provided by the City. The stage will have a center portion with side wing areas, and enclosed areas behind each wing for storage and electrical, dressing area and restroom. It is anticipated that the enclosed spaces will be heated by radiant wall heaters. The design will include a basic public address system and lighting to accommodate safety. In addition, power outlets will be provided so that performing groups can bring in their own specialized lighting and sound systems. We will work with you to create a fully developed building design. Once the developed design has been approved by you, we will complete the construction documents for the project. We anticipate using Structural, Acoustical and Electrical consulting engineering firms for the project. Design services will include;

- Meetings with City employees to finalize site location and facility design;
- One (1) Meeting with community groups to verify design criteria
- Renderings of final design
- Rough order of magnitude cost estimate
- 90% design drawings, specs written on the plan sheets w/review by City;
- 100% biddable/permit documents
- Building permit submittal
- Answering bidder questions related to the plans;
- Attending bid opening (bid opening to be run by City staff)
- Combining site and facility documents into one bid package, as requested by Owner

Architectural Services – Construction Administration

- Submittal Review
- Additional Construction Administration services, as requested by Owner

Compensation (Fixed Fee):

Design Services –

1. Design and Contract Documents	\$24,700
2. Renderings	\$2,200
3. Bidding/Permitting	\$1,000

Construction Admin Services –

1. Submittal Review	\$ 2,100
---------------------	----------

Total fixed fee: \$30,000



Compensation (Hourly, Not to Exceed):

Combining site and facility documents for bid package, as requested by Owner-	\$500
Construction Administration Services, as requested by Owner –	\$7,500

Note: If Construction Administration services are requested by the Owner, the architect shall proceed as requested per the standard hourly rates below.

Additional Services if required/requested:

Should any additional services be required other than those listed above, the architect shall proceed upon written authorization for these additional services per the standard hourly rates below:

Principal Architect	-	\$165 / hr
Senior Architect	-	\$140 / hr
Project Manager	-	\$120 / hr
Production Staff	-	\$95 / hr
Administrative Staff	-	\$60 / hr

Reimbursable Expenses:

Reimbursable Expenses are in addition to compensation for Architectural Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- 1) Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service
- 2) Transportation in connection with the project, authorized travel and subsistence

For budgeting purposes only, it is anticipated that the reimbursable expenses for this project would not exceed \$1,500. Please note that reimbursable expenses shall be billed at cost + 15%.

Project Exclusions as Directed:

- No Advertisement for bid
- No on-site observation/oversight or progress, other than services listed above;
- No SEPA or other environmental study investigation and reports;
- No geotechnical investigation services;
- No topography or boundary survey or easements;
- No material testing and inspections;
- No commissioning of systems;
- No hazardous material survey or abatement design.
- No plumbing or mechanical engineering
- No permit fees
- No civil storm water calculations

If this is acceptable, we can move forward with signing a contract. If you have any questions or would like to discuss this further, please let me know and I will be happy to discuss this proposal.

Sincerely,

Brandon Wilm, AIA
Managing Associate

Approved

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Authorize Travel for Mayor Pro Tem Phillip Lemley, and Council Members Terry Christensen and Brad Anderson

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize Travel for Mayor Pro Tem Phillip Lemley, and Council Members Terry Christensen and Brad Anderson.

Summary:

Mayor Pro Tem Lemley and Council Member Christensen plan to attend the Annual Tri-Cities Legislative Trip to Olympia on Thursday and Friday February 12 -13, 2015. Attendees will listen to key issues presented by the Tri-Cities Legislative Council and discuss legislative issues with other elected officials and department heads. There will also be networking opportunities throughout the event.

Council Member Anderson will travel with the City's Public Works Director to meet with legislators in Olympia to encourage support for the City's highest priority item, the Duportail Bridge. As of the creation of this report, the City's state lobbyist is working to coordinate meetings with key legislators during the early part of February; a firm date within this time frame has not yet been determined.

Fiscal Impact:

Estimated expenses for Mayor Pro Tem Lemley and Council Member Christensen to attend the Tri-Cities Legislative trip to Olympia are \$1,268 and estimated expenses for Council Member Anderson to travel to Olympia for meetings related to the Duportail Bridge are \$325. There are enough funds in Council's Travel and Tuition & Conference budget line items to cover expenses.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 01/20/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from December 29, 2014 - January 9, 2015 for \$6,980,954.53 including Check Nos. 219085-219479, Wire Nos. 5804-5815, Payroll Check Nos. 99796-99844, and Payroll Wire/ACH Nos. 8810-8821

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from December 29, 2014, to January 9, 2015 in the amount of \$6,980,954.53.

Summary:

Breakdown of Expenditures:

Check Nos.	219085-219479	1,428,360.98
Wire Nos.	5804-5815	3,680,556.25
Payroll Check Nos.	99796-99844	61,488.06
Payroll Wires/ACH	8810-8821	1,810,549.24
TOTAL		\$6,980,954.53

Fiscal Impact:

Yes

Total Disbursements: \$6,980,954.53.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
DECEMBER 29, 2014 - JANUARY 9, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 5804 to 5815		
AW Rehn Insurance	Fire Health Reimbursement Account	\$ 19,125.00
Bonneville Power Administration	Purchase Power	2,843,060.00
Conover	Section 125	4,305.80
Department of Licensing	Firearms Online Pmt for Concealed Licenses	558.00
LEOFF Trust	Fire Health Premiums	67,896.59
PowerPay	Landfill Merchant Service Fees	675.83
Richland Golf Management Corporation	Col. Pt. Operating Reimb 12/14	81,624.01
Richland Public Facilities District	Transfer to PFD Operating Acct	139,997.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	523,314.02
	Total Claim Wire Transfers	\$ 3,680,556.25
Payroll Wires & Direct Deposits (ACH) - Wire No. 8810 to 8821		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 1,810,549.24
Total Claim & Payroll Wires/ACH		\$ 5,491,105.49

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000					
PERMIT REFUND		RC14-01756	219329	REFUND PERMIT 1757 SILVER CT	\$1,937.40
				REFUND PERMIT 1757 SILVER CT	\$3.60
RECWARE REFUND		122214	219160	REFUND DAMAGE DEPOSIT	\$150.00
WASHINGTON STATE TREASURER		RH0002036	219326	LATE RENEW FEE-HERRERA, DANIEL	\$3.00
				TOTAL ****	\$2,094.00
Division: 001 CITY COUNCIL					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$147.00
THOMPSON, ROBERT		14-500 THOMPSON	219370	ECA CONF/NEW ORLEANS/THOMPSON	\$825.66
				CITY COUNCIL TOTAL ****	\$972.66
Division: 100 CITY MANAGER					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$27.84
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$3.76
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$44.31
				CITY MANAGER TOTAL ****	\$75.91
Division: 101 CITY CLERK					
CODE PUBLISHING INC		48351	219118	RMC ELECTRONIC UPDATES	\$1,063.85
		48363		RMC ELECTRONIC UPDATES	\$766.60
		48405		RMC ELECTRONIC UPDATES	\$587.19
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$105.05
TRI CITY HERALD	S016087	10/2014-824	219188	PH NOTICE 110414-COMM DEV RAN	\$104.33
	S016087			ORD 24-14-COMM DEV RAN ON 10/2	\$47.91
	S016087			ORD 29-14-COMM DEV RAN ON 10/1	\$51.33
	S016087			ORD 27-14-COMM DEV RAN ON 10/2	\$49.62
	S016087			MTG NOTICE 100714 - COUNCIL RA	\$37.64
	S016087			PH NOTICE 102114-ADMIN SRVS RA	\$49.62
	S016087			ORD 25-14-COMM DEV RAN ON 10/2	\$54.75
	S016087			MTG NOTICE 102114-COUNCIL RAN	\$41.06
	S016087			ORD 28-14-COMM DEV RAN ON 10/1	\$71.86
	S016087			ORD 26-14 COMM DEV RAN ON 10/1	\$54.75
	S016116	11/2014-824		ORD 34-14 11/23/14 - ADM SRVS	\$47.91
	S016116			ORD 30-14 11/9/14 - ADM SRVS	\$41.06
	S016116			ORD 39-14 11/18/14 - COMM DEV	\$47.91
	S016116			ORD 33-14 11/9/14 - COMM DEV	\$51.33
	S016116			ORD 38-14 11/18/14 - COMM DEV	\$63.31
	S016116			ORD 37-14 11/18/14 - ADM SRVS	\$107.79
	S016116			ORD 32-14 11/9/14 - ADM SRVS	\$47.91
	S016116			MTG NOTICE 11/18/14 - CITY COU	\$46.20



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITY HERALD	S016116	11/2014-824	219188	ORD 36-14 11/18/14 - ADM SRVS	\$46.20
	S016116			ORD 15-14 11/9/14 - COMM DEV	\$46.20
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$28.94
CITY CLERK TOTAL ****					\$3,660.32
Division:	102	CITY ATTORNEY			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$55.68
BELL BROWN & RIO PLLC		599	219314	PROSECUTION SERVICES-JANUARY	\$21,205.40
CITY OF RICHLAND		14-544 KINTZLEY	219214	EASEMENT LAW/SPOKANE/KINTZLEY	\$200.08
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$18.79
PRONTO PROCESS SERVICE INC		PTO-2014009210	219445	MESSENGER SERVICE-DEC	\$40.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$46.02
CITY ATTORNEY TOTAL ****					\$21,565.97
Division:	110	ASSISTANT CITY MANAGER			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$27.84
HALO BRANDED SOLUTIONS INC		2321067	219422	LEATHER PADFOLIOS	\$461.21
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$30.31
ASSISTANT CITY MANAGER TOTAL ****					\$519.36
Division:	111	COMMUNICATIONS & MARKETING			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$61.83
HALO BRANDED SOLUTIONS INC		2321067	219422	LEATHER PADFOLIOS	\$600.97
		2323181		POWER BANKS	\$399.03
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$4.83
				CORRECT JULY 2014 ENTRY	(\$126.11)
US LINEN & UNIFORM DBA		151725	219192	EMBROIDERY JACKETS	\$22.70
				EMBROIDERY JACKETS	\$98.57
				EMBROIDERY JACKETS	\$25.00
WEST COAST PAPER COMPANY		8821549	219200	18X12-80# CVRS	\$94.91
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$22.16
				PHONE CHARGES 12/23/14-1/22/15	\$11.20
				PHONE CHARGES 12/23/14-1/22/15	\$0.26
COMMUNICATIONS & MARKETING TOTAL ****					\$1,215.35
Division:	112	CABLE COMMUNICATIONS			
US LINEN & UNIFORM DBA		151725	219192	EMBROIDERY JACKETS	\$42.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$12.37
CABLE COMMUNICATIONS TOTAL ****					\$54.37
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-HCN-379	219233	HANFORD COMM NEWSLETTER	\$1,700.00
		RCH-SB-377		SPEAKERS BUREAU - DEC	\$200.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$2.66
				CORRECT JULY 2014 ENTRY	\$1.36



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$8.18
HANFORD COMMUNITIES TOTAL****					\$1,912.20
Division:	120	FIRE			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$27.84
LN CURTIS & SONS	P054707	2120263-00	219343	#101, REDHEAD BRASS UNIVERSAL	\$62.38
	P054707			#SW-3, REDHEAD BRASS ADJUSTABL	\$109.17
	P054707	2120263-01		REDHEAD BRASS STORZ SPANNER WR	\$65.85
MALLORY SAFETY & SUPPLY LLC		3896706	219155	FIREADE FOAM CONCENTRATE	\$828.50
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$0.48
SEA WESTERN INC	S016038	180096	219457	SCREW MSA #636955	\$7.04
	S016038			STRAP FOR ULTRAEALITE SPEED ON	\$938.96
	S016038			CHICAGO-STYLE SPEED ON HEAD	\$371.17
	S016038			ULTRAEALITE FACEPIECE BLANK, BL	\$166.80
	S016038			SHIPPING	\$9.74
SETCOM CORPORATION	S016098	21627	219248	FREIGHT ADJUSTMENT	(\$0.88)
	S016098			ALL WIRELESS RADIO SYSTEM 900E	\$1,079.89
	S016098			ALL WIRELESS RADIO SYSTEM 900E	\$3,300.00
TRI COUNTY FIRE ASSOCIATION		14-28	219189	ITAC STUDENT COURSE FEES	\$1,173.92
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$163.02
FIRE TOTAL ****					\$8,303.88
Division:	130	POLICE			
ADVENTOS LLC		2166	219208	SMARTFORCE LICENSE FEES-2015	\$5,000.00
AMERICAN MESSAGING SERVICES LLC		W4100724PA	219386	PAGER RENTAL JAN 2015	\$52.03
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$3,260.02
BENTON COUNTY SHERIFF'S OFFICE		10/14 CUSTODY	219389	CUSTODY BILLING - OCT 2014	\$102,092.72
		10/14 MEDICAL		MEDICAL SUPPLIES FOR OCT 2014	\$2,872.78
		11/14 CUSTODY		CUSTODY BILLING-NOV 2014	\$89,895.94
		8/14-MED SUPPLIES		MEDICAL SUPPLIES AUG 2014	\$953.48
		9/14 CUSTODY	219315	CUSTODY BILLING SEPT 2014	\$109,875.57
		9/14 MEDICAL	219389	MEDICAL SERVICES - SEPT 2014	\$236.55
BLUMENTHAL UNIFORM CO	S016053	102391	219111	74273-162 PANT/MENS/KHAKI/TACL	\$54.14
	S016053			ADJUST FOR TAX	(\$0.01)
	S016053			8141-1-04 SHIRT POLO BI/COMP N	\$54.10
	S016053			SHIPPING	\$13.00
	S016053			431411 HOBBLE/48"/FLAT WEBBING	\$18.36
	S016054	104406-01		SHIPPING	\$14.08
	S016054			48112-191 JACKET/MENS/SABRE/MO	\$270.74
	S016054			JACKET/MENS/SABRE/MOSS MEDIUM	\$270.74
	S016054	104406-02		CREDIT ON MERSTIG JACKET SIZE:	(\$270.74)
	P054632	104684-01		NAMETAG 1"x5" DARK NAVY BKGRD	\$22.58



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLUMENTHAL UNIFORM CO	P054632	104684-01	219111	NAMETAG 1"x5" DARK NAVY BKGRD	\$22.58
	P054632			SHIPPING	\$14.08
	P054632			SEW EMBLEM EACH SLEEVE	\$6.50
	P054632			SEW EMBLEM EACH SLEEVE	\$6.50
	P054632			SEW NAME EMBLEM ON GARMENT	\$3.25
	P054632			SEW NAME EMBLEM ON GARMENT	\$3.25
	P054632			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P054632			ADJUST FOR TAX	(\$0.01)
	P054632			#61159-750 SHIRT WOMENS SS NAV	\$162.42
	P054632			#62065-750 SHIRT WOMENS LS NAV	\$162.42
	P054632			SEW BADGE EMBLEM ON GARMENT	\$3.25
	P054656	106085-01		SHIPPING	\$11.91
	P054656			ADJUST FOR TAX	\$0.01
	P054656			ADJUST SALES TAX	(\$0.01)
	P054656			#8131-1-04 SHIRT POLO SS BICOM	\$44.35
	P054509	97902		SHIPPING	\$13.00
	P054509			ADJUST FOR TAX	(\$0.01)
	P054509			8131-1-04 SHIRT POLO SS BI COM	\$44.35
	P054509			8131-1-04 SHIRT POLO SS BI COM	\$44.35
CHARTER COMMUNICATIONS		12/14-80070309703	219397	RPD INTERNET SRVC 12/29-1/28	\$61.26
CITY OF RICHLAND		11/2014-1903	219398	#1903 LANDFILL FEES	\$30.00
CUTTING EDGE TRAINING LLC		31315	219219	PURSUIT DECISION MAKING-LEE	\$114.00
				PURSUIT DECISION MAKING-SMITH	\$114.00
DAY MANAGEMENT CORPORATION DBA	P054688	163963-00	219127	SHIPPING	\$6.50
	P054688			MOTOROLA PMMN4051 REMOTE LAPEL	\$464.34
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$59.48
GILLEY, MARTIN		2014 ARMORER CERT	219418	GILLEY-ARMORER CERTIFICATION	\$475.00
GRAINGER	S016118	9607532521	219137	PAINT CRAYON ITEM #5W536	\$12.18
GUIDANCE SOFTWARE INC	P054660	3093414	219138	TD3.KIT TD3 FORENSIC IMAGER KI	\$2,489.82
	P054660			SHIPPING AND HANDLING	\$17.34
	P054660			TD3-XWAR TD3 - 36 MONTH EXTEND	\$498.18
GUNARAMA WHOLESALE INC	P054686	801819	219139	FREIGHT	\$27.08
	P054686			GLOCK G21 GEN4 .45 ACP, GLOCK	\$1,523.78
LARSEN GUNSMITHING & FIREARMS	P054698	8124	219341	#7205 INNER BELT BIANCHI	\$119.46
	P054698			#BI-14414 (7404) BATON RING	\$73.31
LEEDWAY LLC	P054515	ML12021402	219342	CUSTOM ID NAME PATCH: 1"x5"	\$241.73
	P054515			OC-SCA-NVY-M SAFARILAND OREGON	\$3,378.09
	P054515			OC-5PS SAFARILAND MOLLE POUCH	\$568.58
	P054515			OC-3PS SAFARILAND MOLLE POUCH	\$56.86
	P054515			ADJUST SALES TAX	(\$0.01)
	P054515			FREIGHT	\$64.98



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LEEDWAY LLC	P054515	ML12021402	219342	OC-4PS SAFARILAND MOLLE POUCH	\$682.29
	P054515			CUSTOME ID PATCH: 1"x5"	\$172.41
	P054515			CUSTOM ID PATCH: 4"x8" EMBROID	\$293.71
	P054485	ML12191401		CUSTOM ID PATCH 1"x5" EMBROIDE	\$15.11
	P054485			CUSTOM ID PATCH 1"x5" EMBROIDE	\$15.11
	P054543	ML12191406		CUSTOM ID PATCH: POLICE, 4x8,	\$18.36
	P054543			CUSTOM ID PATCH: LEE, 1x5, 101	\$15.11
	P054543			FREIGHT	\$10.83
	P054543			CUSTOM ID PATCH: POLICE, 1x5,	\$10.78
	P054543			ADJUST SALES TAX	(\$0.01)
	P054543			OC-SCA-NVY-M SAFARILAND OREGON	\$211.13
MATHENY, RODNEY C		14-545 MATHENY	219345	ACADEMY PAT/SPOKANE/MATHENY	\$17.00
NORTH AMERICAN RESCUE LLC	P054699	IN170304	219162	ESTIMATED FREIGHT CHARGE	\$45.00
	P054699			#30-0109 HEMOSTATIC BANDAGE,	\$2,400.00
PHOENIX RBT SOLUTIONS LLC	P054628	7041	219356	#01-2117 M16/M4 SERIES MMR/BLA	\$649.80
	P054628			VENDOR DID NOT CHARGE TAX HAD	(\$105.14)
	P054628			#02-2815 M16/M4 & AR15 TYPE	\$33.57
	P054628			#01-0972 5.56MM MMR BLUE NON T	\$635.72
	P054628			SHIPPING	\$52.90
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$293.15
				POSTAGE 11/01-11/3014	\$35.36
PRINTER TECH SERVICE & SUPPLIES		17267	219444	TONER CARTRIDGES	\$441.86
RECALL SECURE DESTRUCTION SERVICES INC		7346061893	219449	SHREDDING SRVCS	\$136.06
RIVER CITY TOWING INC		13752	219172	TOW SERVICE	\$48.74
		13765	219452	TOW SERVICE	\$48.74
		13771		TOW SERVICE	\$48.74
SEA WESTERN INC	S016103	181112	219457	MSA 805078 QUICK CHECK ADAPTER	\$145.71
TASER INTERNATIONAL	P054631	SI1380829	219177	#26701 XDPM BATTERY PK ASSEMBL	\$220.66
	P054631			ADJUST FOR TAX	(\$0.01)
	P054631			ESTIMATED SHIPPING AND HANDLIN	\$39.61
	P054631			#11501 HOLSTER BLACKHAWK RIGHT	\$168.14
	P054631			#22013 KIT, DATAPORT DOWNLOAD	\$173.23
	P054631			#11010 XPPM, BATTERY PACK X26P	\$201.28
	P054631			#11004 WARRANTY, 4 YR X26P	\$877.20
	P054631			#11002 HANDLE BLACK CLASS III	\$2,839.14
TIM BUSH MOTOR COMPANY DBA		1152	219462	RPD CAR WASHES-DEC 2014	\$152.25
TRANS UNION RISK & ALTERNATIVE DATA		12/14-204527	219463	RPD RECORDS SEARCH-DEC	\$111.32
TREASURE VALLEY COFFEE CO		102083	219466	RPD COFFEE DELIVERY	\$246.38
UNIFIRE POWER BLOWERS INC	P053906	9050923	219190	A-CMB-SYN3A-6X12 BALLISTIC 6X1	\$157.72
	P053906			A-BCP-SYN3A BALLISTIC BICEP	\$231.09
	P053906			C-UTOM UNIVERSAL TACTICAL OUTE	\$561.24



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNIFIRE POWER BLOWERS INC	P053906	9050923	219190	P-SYN3A-M-U SYNERGY LEVEL IIIA	\$597.24
	P053906			A-PDGRN-SYN3A GROIN PROTECTOR	\$133.05
	P053906			FREIGHT	\$34.63
	P053906			A-BLPM01-6 M4/M16 TRIPLE MAG P	\$64.62
	P053906			A-BLPM70 GAS MASK POUCH	\$48.01
	P053906			A-SCS-NB SIDE CUMMERBUND SYSTE	\$124.21
	P053906			ADJUST SALES TAX	\$0.01
VERIZON WIRELESS		9737461736	219468	DATA CHARGES 12/20/14-1/9/15	\$1,325.76
WASHINGTON STATE PATROL		00056065	219197	ACCESS USER FEE 10/1-12/31/14	\$534.00
WILLIAMS, MACKENZIE		14-546 WILLIAMS	219382	BLEA/SEATTLE/WILLIAMS	\$234.08
XEROX CORPORATION		077647825	219477	W7225 BASE CHRG/PRINTS-DEC	\$205.58
		077647826		W7225 BASE CHRG/PRINTS-DEC	\$226.81
		077647827		W7225 BASE CHRG/PRINTS-DEC	\$216.37
		077647828		W7855 BASE CHRG/PRINTS-DEC	\$536.57
		077647829		W7845 BASE CHRG/PRINTS-DEC	\$229.01
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$275.97
				PHONE CHARGES 12/23/14-1/22/15	\$6.14
POLICE TOTAL ****					\$342,770.83
Division:	210	ADMINISTRATIVE SERVICES			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$31.59
PARADISE BOTTLED WATER CO		12/14-ADMIN SRVCS	219354	BOTTLED WATER SRVC DEC 2014	\$11.36
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$17.97
ADMINISTRATIVE SERVICES TOTAL ****					\$60.92
Division:	211	FINANCE			
CITY OF RICHLAND		123014	219321	SHORTAGE FROM BANK BUNDLE	\$1.00
				CASHIER SHORTAGE-IZAGUIRRE	\$0.86
COLUMBIA INDUSTRIES SUPPORT LLC		159545	219120	SHREDDING SRVCS WO #182277	\$10.44
GARDA CL NORTHWEST INC		10058533	219334	ARMORED CAR SRVCS DEC 2014	\$409.09
MARTIN BUSINESS SYSTEMS		14318	219344	UTILITY BILLING PAPER	\$241.83
				PAPER-LOAN/WASTEWORX/AR	\$492.60
PARADISE BOTTLED WATER CO		12/14-ADMIN SRVCS	219354	BOTTLED WATER SRVC DEC 2014	\$53.32
				BOTTLED WATER SRVC DEC 2014	\$22.72
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$2,264.86
				CORRECT JULY 2014 ENTRY	\$906.73
				POSTAGE 11/01-11/3014	\$811.70
POSTMASTER		PERMIT 153-12/19	219165	POSTAGE 12/10-12/19/14	\$6,881.57
		PERMIT 153-12/29	219357	POSTAGE 12/29-12/31/14	\$2,741.56
RETAIL LOCKBOX INC		1412 4812	219363	UB PYMT PROCESSING DEC'14	\$2,135.59
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$57.35
				PHONE CHARGES 12/23/14-1/22/15	\$0.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$119.18
FINANCE TOTAL ****					\$17,150.61
Division: 212 PURCHASING					
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$16.57
				CORRECT JULY 2014 ENTRY	(\$54.13)
XEROX CORPORATION		077647832	219477	W7845 BASE CHRG/PRINTS-DEC	\$234.68
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$38.83
				PHONE CHARGES 12/23/14-1/22/15	\$53.84
PURCHASING TOTAL ****					\$289.79
Division: 213 INFORMATION TECHNOLOGY					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$309.15
CDW GOVERNMENT INC	P054344	PJ34044	219113	2FA RFIDEAS PCPROX PLUS 82 SER	\$1,326.96
	P054344			TAX	\$335.98
	P054344			2FA CLNT & SVR SW BUN ITEM	\$2,721.00
	P054344	PJ64501		2FA PRO SVCS SUPPORT ITEM #337	\$2,048.88
	P054344			TAX	\$295.01
	P054344			2FA ONE MNT & SUP 3 YEAR ITEM	\$1,505.40
	P054344	RL89550	219318	2FA CLNT & SVR SW BUN ITEM	\$680.25
	P054344			2FA ONE MNT & SUP 3 YEAR ITEM	\$376.35
	P054344			ADD SALES TAX	\$87.70
MID COLUMBIA ENGINEERING INC	P053520	ST007022	219158	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
	P053520	ST007042	219348	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$3.28
TELE WORKS INC	P054713	8033	219369	ANNUAL SUPPORT FEE, HOSTED	\$23,101.00
UNITED PARCEL SERVICE	S016113	000986641514	219191	WEIGHT CORRECTION FOR PKG TO 2	(\$0.95)
VERIZON WIRELESS		9737412704	219468	MOBILE BROADBAND 12/20-1/19	\$40.01
WEBSense INC	P054668	100084984	219379	WEBSense WEB SECURITY ANNUAL	\$15,153.88
	P054667	100084987	219198	WEBSense V5000 G2 APPLIANCE	\$14,886.60
	P054667			8.3% TAX ON V5000 APPLIANCE, R	\$466.43
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$224.30
INFORMATION TECHNOLOGY TOTAL ****					\$63,847.23
Division: 220 HUMAN RESOURCES					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$41.58
CONLEY, SHIRLEY		MILEAGE 2014	219217	CONLEY MILEAGE 6/30-12/15/14	\$55.89
KUHLMAN, LESLIE		2014 MILEAGE	219340	MILEAGE REIMB 2/4-9/17/14	\$71.34
MID COLUMBIA ENGINEERING INC	P054370	ST007025	219158	CATHY ADKISSON, HR GENERALIST	\$1,252.80
	P054370	ST007044	219348	CATHY ADKISSON, HR GENERALIST	\$626.40
MILLER, KATHY		2014 MILEAGE	219236	MILLER MILEAGE 1/7-12/18/14	\$110.32
NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASN		JUBB 34778	219239	2015 NPELRA DUES/JUBB	\$200.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$5.92
PRINTER TECH SERVICE & SUPPLIES		15915-C	219167	RETURN TONER CARTRIDGES	(\$454.86)
		17190		TONER CARTRIDGES (4)	\$476.52
TANNER, WILLIAM		2014 MILEAGE	219252	TANNER MILEAGE 01/01-11/30/14	\$185.36
TAYLOR, JEFFERY M		TUITION 2014	219460	TAYLOR-REIMBURSE FALL TUITION	\$1,125.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$64.86
HUMAN RESOURCES TOTAL ****					\$3,761.13
Division:	300	COMMUNITY & DEVELOPMENT SERVICE			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$97.10
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$1.19
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$18.21
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$116.50
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN093945	219310	XEROX 6605 MAINT 12/23-1/22/15	\$80.91
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$310.96
CITY OF RICHLAND		123014	219321	POSTAGE DUE-PLANNING	\$1.35
MID COLUMBIA ENGINEERING INC	P054016	ST007024	219158	MCE CONTRACT: SHAUN SCHLUTER	\$1,441.30
	P054016	ST007043	219348	MCE CONTRACT: SHAUN SCHLUTER	\$466.90
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$9.60
				POSTAGE 11/01-11/3014	\$112.09
TRI CITY HERALD	S016087	10/2014-824	219188	PH NOTICE 102114-COMM DEV RAN	\$118.06
	S016087			RFP FOR HEARING EXAMINER RAN O	\$61.86
	S016087			DNS NOTICE FOR RAIL TURN OUT A	\$46.81
	S016087			PH NOTICE 103014-COMM DEV RAN	\$53.04
	S016087			DSN NOTICE THREE RIVER HOME LI	\$35.11
	S016087			PH NOTICE 102214-COMM DEV RAN	\$53.04
	S016116	11/2014-824		PH 11/11/14 2608 HARRIS AVENUE	\$58.51
	S016116			PUBLIC NOTICE SEPA EA 21/22/23	\$88.97
US BANK EQUIPMENT FINANCE INC		267979037	219254	XEROX 6604 PYMT 1/6-2/5/15	\$326.40
VERIZON WIRELESS		9737422882	219375	BLDG INSP-LAPTOPS 12/20-1/19	\$200.05
XEROX CORPORATION		077647818	219477	W7855PT BASE CHR/PRINTS-DEC	\$48.75
				W7855PT BASE CHR/PRINTS-DEC	\$48.75
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$100.47
				PHONE CHARGES 12/23/14-1/22/15	\$18.26
DEVELOPMENT SERVICES TOTAL ****					\$3,681.19
Division:	302	REDEVELOPMENT			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$61.83
JOSEPH HAWS PIANO SERVICE		1254	219150	PIANO TUNING SERVICES	\$104.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$0.96



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		077647818	219477	W7855PT BASE CHRG/PRINTS-DEC	\$209.97
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$17.91
				PHONE CHARGES 12/23/14-1/22/15	\$5.54
REDEVELOPMENT TOTAL ****					\$400.21
Division:	330	PARKS & RECREATION ADMIN			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$134.50
PARKS & RECREATION ADMIN TOTAL ****					\$134.50
Division:	331	PARKS & REC - RECREATION			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$12.20
CAMARENA, DANA		DECEMBER 2014	219112	SALSA INSTRUCTOR-DEC 2014	\$315.44
CHARTER COMMUNICATIONS		12/14-80070321633	219115	RCC INTERNET SRVCS 12/10-1/9	\$139.09
ELLINGSON, KRYSTAL DBA		FALL 2014	219129	DOG TRAINING-FALL/WINTER 2014	\$2,497.63
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$70.05
MID COLUMBIA ENGINEERING INC	P053647	ST007023	219158	RP2 FITNESS INSTRUCTOR	\$572.60
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$2.42
				CORRECT JULY 2014 ENTRY	\$53.82
RICHLAND ACE HARDWARE		44352	219171	MINI LIGHTS/SPRAY PAINT	\$22.88
		44355		BUSHING/GALV NIPPLE	\$6.80
THRASHER, BEVERLY		DECEMBER 2014	219180	FOOT CARE CLASSES-DEC 2014	\$662.40
TREASURE VALLEY COFFEE CO		101937	219186	RCC COFFEE DELIVERY	\$102.67
WHITE LOTUS ENTERPRISES		NOVEMBER 2014	219206	KARATE INSTRUCTOR-NOV 2014	\$100.75
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$33.24
				PHONE CHARGES 12/23/14-1/22/15	\$86.16
				PHONE CHARGES 12/23/14-1/22/15	\$5.54
PARKS & REC - RECREATION TOTAL ****					\$4,683.69
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		7409143	219104	JANITOR SRVCS-DEC 2014	\$9,417.47
		7428613		STRIP/WAX FIRE STATION FLOOR	\$195.00
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$123.47
				287243288881 10/27-11/26/14	\$136.21
CITY OF RICHLAND		14-090 SWEENEY	219399	TRAINING/SPOKANE/SWEENEY	\$100.00
COLUMBIA GRAIN & FEED INC		127407	219119	SHOPWORK	\$106.81
DIVERSIFIED INSPECTIONS	P054617	245121	219328	TELECT HIGH RANGER S/N S071035	\$350.00
FAMILY FARMS DBA	P054321	14-80-2	219414	FOOTBALL FIELD RETAINING WALL	\$6,087.54
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$29.73
				PHONE CHARGES 12/19/14-1/18/15	\$1,042.50
GLASS NOOK INC	S016110	64622	219225	LABOR AND MATERIALS TO INSTALL	\$2,144.88
		65415	219136	REPLACE DOOR GLASS	\$41.96
		65691		ADJUST SLIDING GLASS DOOR	\$205.77
GRAINGER	S016118	9609908059	219137	CONTROL, WATER COOLER ITEM #3X	\$93.98



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S016118	9612151994	219137	DRAIN NUT ITEM #19C777	\$30.67
IRRIGATION ASSOCIATION		82704-2015	219230	2015 MEMBERSHIP DUES	\$345.00
MCDONALD'S & ASSOCIATES INC		121614	219157	TOPSOIL	\$151.62
MONARCH MACHINE & TOOL CO INC		A174792	219159	FLAT BAR/BPE PIPE	\$62.55
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$70.11
PRINGLES POWER VAC		200828	219166	CLEAN RCC EXHAUST HOODS	\$379.05
PRO BUILD COMPANY LLC		71453176	219168	6X6/JOIST POWERBITS	\$100.05
		71453224		LUMBER 2X6/ 4X8'S	\$110.93
		71453240		SCREWS	\$26.93
REXEL INC DBA		F798409	219170	CIRCUIT BREAKER	\$77.91
		F808571		SWITCH PLATE/SWITCH	\$9.35
RICHLAND ACE HARDWARE		208796	219171	TAPCUBE HD GROUND	\$4.86
		44233		NUMBER/LETTER KIT	\$7.02
		44518		GORILLA GLUE	\$10.81
		44520		BRACE, MIRROR TAPE	\$12.42
		44527		SCREWS/CASTER PLATE	\$28.92
		44553		ROOF CEMENT/TROWEL/GLOVES	\$68.17
		44559		FLEX SEALS	\$45.45
STONEWAY ELECTRIC SUPPLY		S101002912.001	219175	SEALING GASKETS	\$9.83
		S101097517.001		SODIUM LAMP/HALIDE LAMP	\$75.94
		S101099543.001		OUTLET BOXES	\$11.35
		S101105843.001		CU WIRE	\$97.46
		S101112945.001		ELECTRONIC BALLAST	\$24.50
TOTAL FILTRATION SERVICES INC	S016089	PSV1285251	219184	AIR FILTER, 20 X 20 X 2, MERV	\$230.81
VEMCO INC		300584	219193	1" BEARING CARTRIDGE	\$72.44
WA STATE DEPT OF AGRICULTURE		56843/2015	219258	2015 PESTICIDE LIC/P PARDINI	\$33.00
		84972/2015		2015 PESTICIDE LIC/T BOLSON	\$33.00
WALLA WATER INC DBA		13692	219196	RESET DOOR CHAIN/MASTER LINK	\$292.41
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$87.48
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$22,585.36
Division:	900	NON-DEPARTMENTAL			
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$48.21
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$38.79
NON-DEPARTMENTAL TOTAL ****					\$87.00
GENERAL FUND Total ***					\$499,942.98
FUND	101	CITY STREETS			
Division:	000				
PERMIT REFUND		1757 SILVER CT	219411	REFUND PERMIT 1757 SILVER CT	\$1,533.56
TOTAL ****					\$1,533.56



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 401 STREETS MAINTENANCE					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$197.04
CENTRAL HOSE & FITTINGS INC		401782	219114	BUSHING/HOSE BARB	\$16.96
		401807		HOSE BARBS	\$25.43
DIVERSIFIED INSPECTIONS	P054617	245121	219328	VERSALIFT GC050018 SIGN TRUCK	\$350.00
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$54.14
				PHONE CHARGES 12/19/14-1/18/15	\$29.74
HERTZ EQUIPMENT RENTAL CORP		27802886-001	219228	LIQUID PROPANE	\$61.80
INLAND ASPHALT CO		32-2054423	219148	ASPHALT	\$139.49
		32-2057704	219429	ASPHALT	\$60.65
JT AUTOMOTIVE PARTS INC DBA		323410	219151	ABSORBENT	\$25.21
RICHLAND ACE HARDWARE		208844	219451	ANTI-FREEZE	\$43.23
		44661		SPRAYER	\$21.64
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$22.16
STREETS MAINTENANCE TOTAL ****					\$1,047.49
Division: 402 ARTERIAL STREETS					
ACS TESTING INC		21745	219311	STEVENS-HR TEST TRAFFIC POLE	\$1,188.60
CASCADE TITLE COMPANY OF BENTON		00200245-010-PW	219317	STEVENS DR EXT-ROW PURCHASE	\$11,282.92
		00200734-010-PW		STEVENS DR EXT-ROW PURCHASE	\$2,733.92
		00200735-010-PW		STEVENS DR EXT-ROW PURCHASE	\$23,103.32
FOSTER PEPPER PLLC		1090711	219333	CENTER PARKWAY-LEGAL SERVICES	\$2,260.00
IMT INC		6021	219428	ROBERTSON DR #M14196	\$695.00
JUB ENGINEERS INC	P054586	91575	219339	DUPORTAIL ST RECONSTRUCTION-VA	\$12,432.45
	P052737	91641		SUPPLEMENTAL AGREEMENT NO: 1,	\$8,543.00
ARTERIAL STREETS TOTAL ****					\$62,239.21
CITY STREETS Total ***					\$64,820.26
FUND 110 LIBRARY					
Division: 303 LIBRARY					
HALL'S QUALITY SAFETY TRAINING		121914	219421	FIRST AID/CPR - 9 STAFF	\$450.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$372.16
SECRETARY OF STATE		00004674	219458	K20 NETWORK ISP-3RD QTR 2014	\$9,508.14
XEROX CORPORATION		077647838	219477	W7225 BASE CHRGS/PRINTS-DEC	\$285.72
		077647839		W7225 BASE CHRGS/PRINTS-DEC	\$170.49
		077647840		W7225 BASE CHRGS/PRINTS-DEC	\$138.49
		077647841		W7225 BASE CHRGS/PRINTS-DEC	\$234.16
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$134.98
LIBRARY TOTAL ****					\$11,294.14
LIBRARY Total ***					\$11,294.14



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 111		PARK RESERVE FUND			
Division:	000				
PERMIT REFUND		RC14-01756	219329	REFUND PERMIT 1757 SILVER CT	\$988.00
TOTAL ****					\$988.00
PARK RESERVE FUND Total ***					\$988.00
FUND 112		INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$12.41
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$1.17
RGW ENTERPRISES PC	P053800	11/14-CWCP	219364	INCREASE TO PURCHASE ORDER PER	\$2,042.50
	P053800	11/14-HORN RAPIDS		INCREASE TO PURCHASE ORDER PER	\$237.50
	P053800	11/14-HRBC		INCREASE TO PURCHASE ORDER PER	\$190.00
	P053800	11/14-POLAR 2		INCREASE TO PURCHASE ORDER PER	\$1,045.00
	P053800	11/14-RADIO TOWER		INCREASE TO PURCHASE ORDER PER	\$740.00
	P053800	11/14-SUNRISE		INCREASE TO PURCHASE ORDER PER	\$3,385.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$24.71
ECONOMIC DEVELOPMENT TOTAL ****					\$7,678.29
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
HDR ENGINEERING INC		00429799-H	219226	C14-09 HR TRACK E/C SUPPORT	\$3,572.42
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$3,572.42
INDUSTRIAL DEVELOPMENT FUND Total ***					\$11,250.71
FUND 150		HOTEL/MOTEL FUND			
Division:	307	HOTEL/MOTEL TAX			
COLUMBIA RIVER JOURNEYS III LLC		2014-105	219121	C117-14 MARKETING	\$3,000.00
THREE RIVERS ROAD RUNNERS		110	219181	C119-14 MARKETING	\$815.00
HOTEL/MOTEL TAX TOTAL ****					\$3,815.00
HOTEL/MOTEL FUND Total ***					\$3,815.00
FUND 153		COMMUNITY DEV BLOCK GRANT			
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$2.09
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$5.82
				PHONE CHARGES 12/23/14-1/22/15	\$5.54
CDBG PROGRAM TOTAL ****					\$13.45
COMMUNITY DEV BLOCK GRANT Total ***					\$13.45



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
STEWART TITLE OF THE TRI-CITIES		DPA14-15	219367	HOME DPA/KIRK-1928 HOXIE AVE	\$10,000.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$5.82
HOME PROGRAM TOTAL ****					\$10,005.82
HOME FUND Total ***					\$10,005.82
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
FAMILY FARMS DBA	P054404	MCMRAYFINAL	219414	INSTALL CHAIN LINK FENCE AT	\$6,633.38
PLAYCORE WISCONSIN INC DBA	P054582	839805	219442	#4839 CLICK WHEEL ASSEMBLY	\$42.24
	P054582			#36014 ARCHED CHAIN NET LINK	\$702.54
	P054582			ADJ SALES TAX	(\$0.02)
	P054582			#178749 OWNER'S KIT	\$54.15
	P054582			#4840 ANSWER WHEEL ASS'Y	\$122.49
	P054582			#36028 SINGLE LINK CROSS BEAM	\$185.84
	P054582			#36009 GIZMO	\$612.44
	P054582			#36023 3 WAY X-POD STEP	\$724.36
	P054582			#36004 SAIL CLIMBING WALL	\$753.23
	P054582			#36082 FREE STANDING X-POD STE	\$833.48
	P054582			#36007 ASHIKO & DJEMBE	\$931.33
	P054582			#3600 BUBBLE CLIMBING WALL	\$1,161.52
	P054582			#36020 SINGLE UPRIGHT SUPPORT	\$1,174.19
	P054582			FREIGHT	\$1,474.16
	P054582			#36019 WORM HOLE ATTACHMENT	\$4,921.31
	P054582			#26094 TRIANGLE SHROUD	\$304.11
POW CONTRACTING	P054712	C176-14/PYMT 1	219358	CONTRACT 176-14 FOR COLUMBIA	\$99,089.30
PARKS & REC PROJECTS TOTAL ****					\$119,720.05
PARK PROJECT CONSTRUCTION Total ***					\$119,720.05
FUND 395	DELAWARE AVENUE LID 195				
Division:	430	CAPITAL PROJECTS			
TRI CITY HERALD	S016087	10/2014-824	219188	PHN DELAWARE AVE LID #195 RAN	\$322.78
CAPITAL PROJECTS TOTAL ****					\$322.78
DELAWARE AVENUE LID 195 Total ***					\$322.78
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054649	3627-541644	219125	TAPE PHASING - BLUE, 3M #35,	\$106.89



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P054649	3627-541644	219125	GUARD, ANIMAL-SQUIRREL,BIRD	\$472.19
	P054649			TAPE SCOTCH 13 SEMI-CONDUCTING	\$205.77
	P054649			SEALANT POLYCEL 100 EXPANDING	\$510.74
	P054649			TAPE PHASING - YELLOW, 3M #35,	\$106.89
	P054649			TAPE PHASING - RED, 3M #35,	\$106.89
	P054649			TAPE 3M #88, 1 1/2 X 44FT	\$803.59
	P054649			PVC SOLVENT CEMENT, QUART SIZE	\$557.53
	P054680	3627-541948		LAMP HPS, 200W, MOGUL BASE,	\$215.52
	P054680			BALLAST, INSTANT START, 120 -	\$129.12
	P054680			LAMP, METAL HALIDE 175W MEDIUM	\$229.81
	P054680			LAMP, METAL HALIDE 100W MEDIUM	\$314.07
	P054680			ADJUST SALES TAX	(\$0.01)
DOBLE ENGINEERING COMPANY	P054302	50085	219128	MAINTANENCE AGREEMENT FEE PER	\$1,816.32
GENERAL PACIFIC INC	S016105	1230242	219134	PREFORMED GUY GRIP, DE, 7/16	\$259.92
	P054466	1230255	219335	XFMR,PAD,1-PH 50 KVA, 240/120,	\$18,948.17
	P054467	1230256		XFMR,PAD,3-PH 75 KVA, 480Y/277	\$31,212.06
HD SUPPLY POWER SOLUTIONS LTD	P054523	2696390-01	219142	WIRE,CU,BLDG #10 THHN STRAND,	\$324.90
	S016062	2721425-01	219337	WASHER, SQUARE, 13/16 HOLE	\$53.61
	S016062			WASHER ROUND, 1X14, 7/16 HOLE,	\$135.38
	S016062			WASHER, SQUARE CURVED, 11/16	\$322.19
MCFARLAND CASCADE HOLDINGS INC DBA	S016039	UMI-0014317	219347	POLE, WOOD 40 FT CLASS 3,CEDAR	\$2,783.31
	S016039			POLE, WOOD 50 FT CLASS 3,CEDAR	\$21,597.19
	S016039			POLE, WOOD 55 FT CLASS 3,CEDAR	\$5,653.26
	S016039			POLE, WOOD 45 FT CLASS 3,CEDAR	\$3,454.77
PERMIT REFUND		14-01756	219329	REFUND-ELEC SRVC FEES	\$225.00
				REFUND-ELEC SRVC FEES	\$709.15
		2014-000020	219232	PERMIT REFUND 2702 LEVI ST	\$225.00
REXEL INC DBA	P054650	F673777	219170	ADJUST SALES TAX	\$0.01
	P054650			SHIPPING ITEMS 1-4	\$158.37
	P054650			ROPE HAND LINE, 5/8", POLY/DAC	\$178.11
	P054650			TIE, CABLE, 11" MIN, BLACK	\$213.52
	P054650			ROPE HAND LINE, 3/8", POLY/DAC	\$278.89
	P054650			ROPE HAND LINE, 3/4", POLY/DAC	\$246.92
	P054681	F738559		BALLAST, WHS & EQUIP HI-BAY	\$181.86
	P054681			SALES TAX ADJUSTMENT	(\$0.01)
	P054681			LAMP HPS, 70W, MED BASE, CLEAR	\$77.33
	P054681			BALLAST, ELECTRONIC, DIMMABLE	\$429.29
	P054650	F745374		ADJUST UNIT PRICE	\$0.09
	P054650			TIE, CABLE, 11" MIN, HVY DUTY	\$366.38
WESCO DISTRIBUTION INC	P054341	574404	219199	TERM, JACKETED 750, 3M QT III	\$4,368.82
	P054341			ELBOW, LOADBREAK, 1/0 STR,	\$2,415.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESCO DISTRIBUTION INC	P054341	574404	219199	INSULATED PROTECTIVE CAP 200A	\$1,936.40
	P054341			FEED-THRU, 15KV, 200A	\$1,696.19
	P054341			TERM, JACKETED, T-BODY JACKET	\$522.11
	P054341			4-WAY W/STAINLESS STL. BRACKET	\$4,477.66
	P054341			SPLICE, 3-M 750 KC MIL, INLINE	\$2,457.22
	P054341			SALES TAX ADJUSTMENT	\$0.02
	P054341			SPLICE, 3-M PRIMARY, 1/0 STRAND	\$399.84
	P054341			INSULATED CAP, 600A, W/TEST PT	\$1,312.33
TOTAL ****					\$113,195.67
Division:	501	BUSINESS SERVICES			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$27.84
				287243288881 10/27-11/26/14	\$864.64
CITY OF RICHLAND		14-497 HAMMOND	219116	EUCI TRNG/NEWPORT BEACH/HAMMON	\$968.28
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$89.84
HAMMOND, BOB		14-497	219140	EUCI TRNG/TAXI/HAMMOND	\$16.10
NORTHWEST PUBLIC POWER ASSOCIATION		111698	219350	2015 NWPPA MEMBERSHIP DUES	\$27,050.00
		111784		2015 NW WAGE & HR DUES	\$645.00
NORTHWEST REQUIREMENTS UTILITIES INC		809	219351	2015 NRU MEMBERSHIP DUES	\$46,681.00
NW INTERGOVERNMENTAL ENERGY SUPPLY		277	219352	2015 NIES ADM ASSESSMENTS	\$4,157.00
				COST RECOVERY	\$27,334.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$44.42
				CORRECT JULY 2014 ENTRY	(\$1.64)
PUBLIC POWER COUNCIL INC		2015D63	219360	PPC 2015 ANNUAL DUES	\$31,202.00
VERIZON WIRELESS		9737412737	219375	WIRELESS DATA CARD-HAMMOND	\$40.01
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$92.70
				PHONE CHARGES 12/23/14-1/22/15	\$107.13
				PHONE CHARGES 12/23/14-1/22/15	\$49.34
				PHONE CHARGES 12/23/14-1/22/15	\$48.88
				PHONE CHARGES 12/23/14-1/22/15	\$111.99
BUSINESS SERVICES TOTAL ****					\$139,528.53
Division:	502	ELECTRICAL ENGINEERING			
ABADAN INC		CNIN093945	219310	XEROX 6605 MAINT 12/23-1/22/15	\$20.23
PTARMIGAN SOFTWARE INC	S014917	558	219446	ENERGY SERVICES DATA CONVERSIO	\$16,500.00
US BANK EQUIPMENT FINANCE INC		267979037	219254	XEROX 6604 PYMT 1/6-2/5/15	\$81.60
ELECTRICAL ENGINEERING TOTAL ****					\$16,601.83
Division:	503	POWER OPERATIONS			
ALTEC INDUSTRIES INC	S016115	10330386	219384	HEAVY VINYL-COATED NYLON PLATF	\$82.04
	S016115			SHIPPING	\$15.27
BENTON PUD		12/14-2940995135	219316	LEADERSHIP & LINEMAN TRAINING	\$1,815.30
BETTENDORF'S PRINTING & DESIGN LLC		32394	219391	SAFETY MANUAL INSERT PAGES	\$265.34



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BETTENDORF'S PRINTING & DESIGN LLC		32424	219391	SAFETY BINDERS/TAB SETS	\$210.41
BOYD'S TREE SERVICE LLC		3747	219392	TREE TRIMMING SRVCS	\$6,866.60
		37499		TREE TRIMMING SRVCS	\$5,392.20
		3752		TREE TRIMMING SRVCS	\$5,000.42
		3753		RETAINAGE 2014	\$11,683.26
CITY OF RICHLAND		11/14-1901	219398	#1901 DROP BOX DISP/HAULING	\$230.11
CONSTRUCTION AHEAD INC DBA		24042-10	219404	STEVENS DR TRAFFIC CONTROL	\$5,218.00
		24067-03		REBUILD THAYER FEEDERS	\$899.00
DIVERSIFIED INSPECTIONS	P054617	245121	219328	TELECT HIGH RANGER S/N 2030922	\$350.00
	P054617			TELECT HIGH RANGER S/N 2030922	\$350.00
	P054617			TELECT DIGGER DERRICK 4045	\$350.00
	P054617			FORD TEREX, S/N 208128957	\$350.00
	P054617			C/O #1 TELECT HIGH RANGER, S/N	\$350.00
	P054617			C/O #1 ALTEC TA-60 BUCKET TRUC	\$350.00
	P054617			C/O #1 TELECT HIGH RANGER 500	\$350.00
	P054617			ALTEC DIGGER DERRICK S/N	\$350.00
GRAINGER		9626400643	219419	TAP/DIE SET	\$257.32
HI-LINE HOLDING COMPANY LLC DBA	S016099	1/G71450	219145	YELLOW VINYL TOOL BOARD W/HOOK	\$137.58
	S016099			SHIPPING	\$14.08
	S016099			NUT RUNNER W/ADAPTER ITEM #FAN	\$142.93
HJ ARNETT INDUSTRIES LLC	S016001	36423	219146	REPAIR OF A SHOT GUN, PLASTIC	\$215.55
	S016059	INV36355		ACCEPTANCE TEST - BLANKETS	\$126.00
	S016059			NEW GLOVES ACCEPTANCE TEST	\$90.50
	S016059			FREIGHT	\$187.94
	S016059			NEW GLOVE HIGH VOLTAGE SIZES:	\$318.32
	S016059			NEW GLOVE LOW VOLTAGE SIZES: 1	\$419.65
	S016059			GLOVES ACCEPTANCE TEST	\$669.70
	S016059			NEW BLANKETS AND TESTING #900E	\$679.74
	S016059			NEW GLOVE SIZE: 10.5	\$48.14
HOME DEPOT CREDIT SERVICES	S016117	1573662	219147	1" PVC ELBOW 90 DEG	\$4.22
	S016117	22554		DEWALT BATTERY PACK 18V	\$428.87
PARADISE BOTTLED WATER CO		12/14-POWER OPS	219439	BOTTLED WATER	\$14.20
PARAMOUNT COMMUNICATIONS INC	P054709	30672	219163	REPLACE FIBER AT 1305 MANSFIEL	\$468.02
POWER OPERATIONS TOTAL ****					\$44,700.71
Division:	504	SYSTEMS DIVISION			
BECKWITH ELECTRIC CO INC	S016093	125682	219110	FREIGHT	\$34.84
	S016093			BECKWITH LTC CONTROLER	\$2,295.96
	S016093			PANEL, ADPT SOOT	\$565.33
CUSTOM CURB APPEAL		247	219406	CURB REPAIR-109 BARTLETT	\$108.30
DOBLE ENGINEERING COMPANY	P054302	50085	219128	MAINTANENCE AGREEMENT FEE PER	\$1,183.68
PRINTER TECH SERVICE & SUPPLIES		17265	219444	TONER CARTRIDGE	\$146.21



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
REXEL INC DBA		F722323	219170	WIRE MARKING SLEEVES	\$105.03
		F729175	219450	WIRE MARKING SLEEVES	\$105.03
STONEWAY ELECTRIC SUPPLY		S101117416.001	219459	BUSHED NIPPLES	\$31.87
SYSTEMS DIVISION TOTAL ****					\$4,576.25
Division:	505	ENERGY POLICY MGMT			
BENTON PUD		12/14-2940995135	219316	LEADERSHIP & LINEMAN TRAINING	\$3,286.47
		12/14-3287762373		ELECTRIC SRVCS AGREEMENT	\$653.65
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP	P054073	359429	219212	NLDL POLICY & ELECTRIC RATE	\$672.50
EDGEMON, SANDI		2014 MILEAGE	219410	MILEAGE 1/7-12/16/14	\$339.92
FINANCIAL CONSULTING SOLUTION GROUP		2221-21412021	219331	PROF SERVICES 12/19/14	\$450.00
HELMES INC DBA		1651 MOLLY MARIE	219144	ES HOME REBATE-1651 MOLLY MARI	\$1,000.00
PURYEAR, AMY		2014 MILEAGE	219361	2014 MILEAGE 2/6-10/3/14	\$37.63
TOTAL ENERGY MANAGEMENT INC		51762WWR	219183	445 GREENBROOK-REBATE-HP	\$1,000.00
WESTERN ELECTRICITY COORDINATING COUNCIL		A150071	219380	2015 WECC STATUTORY ASSMT	\$26,729.00
				2015 WIRAB STATUTORY ASSMT	\$1,090.00
				2015 WERC STATUTORY ASSMT	\$11,301.00
ENERGY POLICY MGMT TOTAL ****					\$46,560.17
ELECTRIC UTILITY FUND Total ***					\$365,163.16
FUND	402	WATER UTILITY FUND			
Division:	000				
PERMIT REFUND		1757 SILVER CT	219411	REFUND PERMIT 1757 SILVER CT	\$50.00
				REFUND PERMIT 1757 SILVER CT	\$461.00
				REFUND PERMIT 1757 SILVER CT	\$1,839.00
QUALITY HYDROSEEDING LLC		14-00083	219447	REFUND HYDRANT METER #343	\$750.00
				REFUND HYDRANT METER #343	(\$30.00)
TOTAL ****					\$3,070.00
Division:	410	WATER CAPITAL PROJECTS			
AMERICAN ROCK PRODUCTS INC		218446	219106	TOP COURSE	\$699.23
		219217	219387	TOP COURSE	\$167.54
FASTENAL COMPANY		WARIC47078	219131	SOCKET CAP SCREWS	\$13.52
		WARIC47446	219416	HEX CAP SCREWS	\$80.36
HD FOWLER COMPANY INC	S016057	I3805676	219141	STAINLESS STEEL TAPPING SLEEVE	\$1,946.05
	S016057			4" DUCTILE IRON PIPE, TYTON JO	\$1,942.48
	S016057			8" DUCTILE IRON PIPE, TYTON JO	\$5,179.95
	S016057			8" PIPE JOINT RESTRAINT GASKET	\$1,103.85
	S016057			4" PIPE JOINT RESTRAINT GASKET	\$311.47
	S016057			8" RESTRAINT JOINT MJ KIT FOR	\$701.24
	S016057			4" PVC PIPE, CLASS 150	\$413.92



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	S016057	I3805676	219141	4" DOUBLE CHECK VALVE ASSEMBLY	\$1,595.16
	S016057			2" PVC PIPE, CLASS 150	\$53.07
	S016057			4" RESTRAINT JOINT MJ KIT FOR	\$305.95
	S016057			4" PVC 90 DEG ELBOW, SLIP X SL	\$9.42
	S016057			4" X 2" PVC REDUCING TEE, SLIP	\$27.29
	S016057			FREIGHT	\$81.23
	S016057			8" FL X 4" FL REDUCER, CONCENT	\$122.26
	S016057			4" MJ X FL 90 DEG DUCTILE IRON	\$94.22
		I3811412		CHLORINE/WATER TAPE	\$81.07
		I3813585		HYDRANT	\$2,207.40
		I3813777		BRASS NIPPLES/MEGA LUG	\$102.66
		I3818174	219423	MJ PARTS, MEGA LUG	\$2,311.82
		I3820879		SADDLE, MEGA LUG	\$444.18
HD SUPPLY WATERWORKS LTD	S016097	D357165	219424	30" FLANGED COUPLING ADAPTER,	\$3,583.82
PARAMOUNT COMMUNICATIONS INC	P054619	30680	219355	Fiber splicing of Horn Rapids	\$1,459.88
STONEMAN ELECTRIC SUPPLY		S101043659.001	219251	SWITCH/FUSES	\$244.53
TRI CITY HERALD	S016116	11/2014-824	219188	CALL FOR BID "WATER TREATMENT	\$267.35
WATER CAPITAL PROJECTS TOTAL ****					\$25,550.92
Division: 412 WATER OPERATIONS					
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$150.70
BENTON RURAL ELECTRIC ASSOCIATION		12/14-385100	219390	KENNEDY BOOSTER STATION	\$1,638.35
CHEMSEARCH	S016084	1740901	219213	DE-ICER, CHEMSEARCH FROST AWAY	\$140.79
	S016084			ADJUST TAX	(\$0.01)
	S016084			FREIGHT	\$95.35
ENERGY NORTHWEST		ENV02476	219223	WATER SAMPLES	\$42.00
FRONTIER		12/14-5093755296	219417	PHONE CHARGES 12/22/14-1/21/15	\$59.55
GRAINGER	S016118	9607143782	219137	ELECTRIC SPACE HEATER ITEM #1D	\$106.56
		9622744432	219419	BIB APRON	\$77.46
		9622894005		MSA RESPIRATOR/CARTRIDGE	\$464.68
				MSA RESPIRATOR/CARTRIDGE	\$187.59
GREEN RIVER COMMUNITY COLLEGE/WOW		B5274/2015	219420	BAT 2015 CERT RENEWAL-TALLENT	\$42.00
		B5884/2015		BAT 2015 CERT RENEWAL-ANDREWS	\$42.00
OXARC INC		PSW4523	219241	CHLORINE	\$3,811.44
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	CORRECT JULY 2014 ENTRY	\$7.18
				POSTAGE 11/01-11/3014	\$5.28
REXEL INC DBA		F628204	219170	EXTERIOR LAMPS	\$538.94
		F733733		CONNECTOR	\$17.44
UNITED PARCEL SERVICE	S016113	000986641514	219191	WEIGHT CORRECTION FOR PKG TO	\$15.53
VERIZON WIRELESS		9737415408	219468	WTP SCADA LINE 12/20-1/19/15	\$25.46
WA STATE DEPARTMENT OF HEALTH		005707/2015	219469	WW OPERATOR 2015 CERT-TALLENT	\$42.00
		006666/2015		WW OPERATOR 2015 CERT-FINCH	\$42.00



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPARTMENT OF HEALTH		007014/2015	219469	WW OPERATOR 2015 CERT-ANDREWS	\$42.00
		007472/2015		WW OPERATOR 2015 CERT-EGGERS	\$42.00
		007927/2015		WW OPERATOR 2015 CERT-DESPARTE	\$42.00
		010568/2015		WW OPERATOR 2015 CERT-CLARK	\$42.00
		010769/2015	219377	WW OPERATOR 2015 CERT-ROGALSKY	\$42.00
		011578/2015	219469	WW OPERATOR 2015 CERT-FATELEY	\$42.00
		013226/2015		WW OPERATOR 2015 CERT-MASTERS	\$42.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$56.03
XYLEM WATER SOLUTIONS USA INC	S016047	3556819017	219261	UV SENSOR UCD-SEC SO 13300, 76	\$457.31
	S016047			FREIGHT	\$11.00
WATER OPERATIONS TOTAL ****					\$8,370.63
Division:	413	WATER MAINTENANCE			
AMBRO INC DBA		250-280370	219385	BATTERY-DATA LOGGER	\$42.24
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$241.52
CHEMSEARCH	S016084	1740901	219213	WATER-SOLUBLE INDUSTRIAL SOLVE	\$265.34
CITY OF RICHLAND		12/2014-26	219398	#26 LANDFILL FEES	\$104.27
CONCRETE SPECIAL TIES INC		10924	219216	BLANKETS	\$450.53
GRAINGER	S016118	9619461297	219137	STORAGE CABINET ITEM #3KR01	\$133.07
		9622834001	219419	PRESSURE GAUGE	\$26.16
GREEN RIVER COMMUNITY COLLEGE/WOW		B3583/2015	219420	BAT 2015 CERT RENEWAL-LOVE	\$42.00
		B4096/2015		BAT 2015 CERT RENEWAL-CRATER	\$42.00
HD FOWLER COMPANY INC		C336433	219141	RETURNED GATE VALVE	(\$1,001.24)
		I3807915		HYDRANT REPAIR KIT	\$245.28
		I3808445		MJ REDUCER/ACCESSORIES	\$487.54
	S016088	I3821077	219423	2" GALVANIZED PIPE, STD WT, A5	\$156.02
	S016088			ADJUST SALES TAX	(\$0.01)
	S016088			CAST IRON SERVICE BOX, ADJUSTA	\$262.68
	S016088			2" POLY TUBING, SDR 9 200 PSI,	\$146.21
	S016088			8" SERVICE SADDLE, PAINTED SAD	\$545.51
	S016088			10" SERVICE SADDLE, PAINTED SA	\$321.55
HD SUPPLY WATERWORKS LTD		D325459	219143	STEM SLEEVES	\$654.80
INLAND ASPHALT CO		32-2057708	219429	ASPHALT	\$60.65
MOTION INDUSTRIES INC		WA05-331878	219238	BALL BEARINGS	\$37.45
RICHLAND SCHOOL DISTRICT #400		AR002553	219245	FENCE BTWN 1182 & SCHOOL	\$2,680.42
UNITED PARCEL SERVICE	S016113	000986641514	219191	GROUND PKG TO BADGER METER FOR	\$14.58
WA STATE DEPARTMENT OF HEALTH		007535/2015	219469	WW OPERATOR 2015 CERT-WEIXEL	\$42.00
		010634/2015		WW OPERATOR 2015 CERT-SIEFKEN	\$42.00
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$17.69
WATER MAINTENANCE TOTAL ****					\$6,060.26
WATER UTILITY FUND Total ***					\$43,051.81



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
PERMIT REFUND		1757 SILVER CT	219411	REFUND PERMIT 1757 SILVER CT	\$1,843.00
TOTAL ****					\$1,843.00
Division:	421	SEWER CAPITAL PROJECTS			
BDP INDUSTRIES INC	S016005	6831	219388	TAX	\$415.00
	S016005			BFP PILOT TESTING PER TECHNICA	\$5,000.00
		6831CM		TAX CORRECTION-S016005	(\$415.00)
CH2M HILL ENGINEERS INC	P054283	381015449	219395	WWTF SOLIDS UPGRADE DESIGN - 9	\$6,382.68
	P054283			MOD. #1 PILOT TESTING OF THE	\$18,125.38
COLE INDUSTRIAL INC		WC18700	219322	WWTF BOILER TUBE REPAIRS	\$1,242.52
POW CONTRACTING	P054566	C158-14/PYMT4	219443	C/O #2 INSTALL FENCE INSTEAD O	\$10,465.46
	P054566			2014 B-BASIN SEWER REHABILITAT	\$17,445.58
WILLIAM H REILLY & COMPANY	S016006	10938	219475	RDT PILOT TESTING PER TECHNICA	\$12,500.00
SEWER CAPITAL PROJECTS TOTAL ****					\$71,161.62
Division:	422	SEWER OPERATIONS			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$150.08
CENTRAL HOSE & FITTINGS INC		401424	219114	FOG NOZZLE	\$34.48
CITY OF RICHLAND		11/14-25	219320	#25 BIOSOLIDS/LANDFILL FEES	\$2,265.21
COLUMBIA ANALYTICAL SERVICES INC DBA	P054504	51-282487-0	219215	OTHER DRY- 335.2M CYANIDE, TOT	\$45.00
	P054504			OTHER DRY- 365.3M PHOSPHORUS	\$18.00
	P054504			OTHER DRY- 350.1 NITROGEN AMMO	\$25.00
	P054504			OTHER DRY- 353.2 NITROGEN,	\$25.00
	P054504			OTHER DRY- 353.2M NITROGEN, NI	\$25.00
	P054504			OTHER DRY- 9056 SULFATE	\$25.00
	P054504			OTHER DRY- 200.7 MODIFIED META	\$32.00
	P054504			OTHER DRY- 1631APP TOTAL MERCU	\$60.00
	P054504			WWTP BIOSOLIDS SAMPLING 10/7/1	\$140.00
	P054504			OTHER DRY- ASTM D1426-931 TOT.	\$35.00
	P054504			OTHER DRY- TS-MET TOTAL SOLIDS	\$10.00
	P054504			OTHER DRY- 9065 MODIFIED PHENO	\$45.00
	P054554	51-283252-0		WATER- 1631E TOTAL MERCURY	\$120.00
	P054554			WATER- OIL & GREASE TOTAL HEM	\$200.00
	P054554			WWTP INFLUENT/EFFLUENT SAMPLIN	\$260.00
	P054554			WATER- 335.4 TOTAL CYANIDE	\$80.00
	P054554			WATER- 420.1 PHENOLICS	\$90.00
COMPLETE PEST PREVENTION INC	P053613	26909	219324	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P053613	26987		MONTHLY INSECT & RODENT CONTRO	\$36.10
CORRECT EQUIPMENT INC	P054701	30755	219405	PUMP SEAL KITCARTRIDGE FOR	\$1,866.83
	P054701			FREIGHT ESTIMATE	\$81.23



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME DEPOT CREDIT SERVICES	S016117	3031953	219147	DEWALT 15GAL COMPRESSOR	\$421.29
JT AUTOMOTIVE PARTS INC DBA		323739	219432	OIL/OIL FILTER	\$12.18
PARADISE BOTTLED WATER CO		12/14-WASTEWATER	219439	BOTTLED WATER FOR WWTF LAB	\$290.20
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	CORRECT JULY 2014 ENTRY	\$3.29
POLYDYNE INC	P054700	934378	219243	EMULSION POLYMER, CLARIFLOC C6	\$5,428.00
RICHLAND ACE HARDWARE		208777	219171	FLUORESCENT BULBS	\$10.82
		44461		LIGHT BULBS	\$4.96
		44466		SHOP TOWELS	\$23.23
		44551		WD40/DE-ICER	\$9.51
		44669	219451	GALVANIZED ELBOW	\$4.86
ROGERS MACHINERY COMPANY INC		16141635	219454	PAPER INLET FILTER	\$29.93
TACOMA SCREW PRODUCTS INC		22108224	219176	NUTS, EYE BOLTS, WASHERS	\$39.67
		22108534		COMPRESSION SPRING	\$13.72
TRI CITY HERALD	S016116	11/2014-824	219188	PERMIT OF DISCHARGE #CR-IU011	\$339.08
	S016116			PERMIT TO DISCHARGE NOA PERMIT	\$316.26
WA STATE DEPARTMENT OF ECOLOGY		5102/2015	219376	HATKE OPS CERT RENEWAL 2015	\$30.00
		6329/2015		CLAFIN OPS CERT RENEWAL 2015	\$30.00
		7677/2015		HIGGINS OPS CERT RENEWAL 2015	\$30.00
		8162-2015		BILLINGS OPS CERT RENEWAL 2015	\$30.00
		8255/2015		EAKINS OPS CERT RENEWAL 2015	\$30.00
		8366/2015		CULLEN OPS CERT RENEWAL 2015	\$30.00
		P6969/2015		STEWART OPS CERT RENEWAL 2015	\$30.00
WHITNEY EQUIPMENT COMPANY INC	P054536	77445	219259	BASIC REPAIR KIT, PART #657170	\$3,414.70
	P054536			REPAIR #1 MIX PUMP- CLEAN AND	\$162.45
	P054536			ADJUST TAX	\$0.01
	P054536			OIL & ENVIRONMENTAL	\$47.65
	P054536			LABOR CHARGE, 9 HOURS @ \$112.0	\$1,091.66
	P054536			HARD IRON KIT, PART #7693002	\$4,664.48
	P054536			FLS, PART #6630400	\$307.57
WONDRACK DISTRIBUTING INC		0451033	219207	HYPERSYN OIL	\$188.76
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$90.72
SEWER OPERATIONS TOTAL ****					\$22,830.03
Division:	423	SEWER MAINTENANCE			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$181.28
CENTRAL HOSE & FITTINGS INC		401262	219114	COUPLERS	\$16.85
CH2O INC		229124	219396	BOILER TESTING-DEC 13 BW LABOR	\$62.43
COLUMBIA RIGGING CORP		25384	219403	CHAIN FOR TRUCK	\$211.77
COMPLETE PEST PREVENTION INC	P053613	26909	219324	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P053613	26987		MONTHLY INSECT & RODENT CONTRO	\$36.10
ENVIRO CLEAN EQUIPMENT INC	P054634	S14-121107	219130	SHIPPING & HANDLING	\$33.14
	P054634			3" DC593 CUFF	\$227.43



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENVIRO CLEAN EQUIPMENT INC	P054634	S14-121107	219130	TIGER TAIL HOSE	\$82.85
INLAND ASPHALT CO		32-2057714	219429	ASPHALT	\$323.86
REXEL INC DBA		F797353	219170	CONNECTOR, PLUG	\$92.62
RICHLAND ACE HARDWARE		44653	219451	HEAT LAMP BULB	\$9.74
STONEMAN ELECTRIC SUPPLY		S101118507.001	219459	DIN RAIL FOR BATTELLE LS	\$14.18
TACOMA SCREW PRODUCTS INC		22108032	219176	SCREWS/NUTS/WD 40	\$20.81
		22108313		STAINLESS STEEL SNAPS	\$21.75
		22108447		WIRE ROPE	\$11.41
VERIZON WIRELESS		9737415407	219468	BROADBAND CHRGS 12/20-1/19	\$105.48
WESTERN MATERIALS		PAS00190437-001	219471	PLYWOOD FORM	\$303.40
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$1.33
SEWER MAINTENANCE TOTAL ****					\$1,792.53
WASTEWATER UTILITY FUND Total ***					\$97,627.18
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P053862	01-74658	219440	LANDFILL CELL-PERMITTING-C14-0	\$1,081.60
CAPITAL PROJECTS TOTAL ****					\$1,081.60
Division:	432	SOLID WASTE COLLECTION			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$69.56
CLAYTON WARD COMPANY	P053652	011506	219400	2014 DROP-BOX RECYCLING SERVIC	\$7,000.00
		12311401		CURBSIDE RECYCLING-DEC	\$2,743.06
HOME DEPOT CREDIT SERVICES		3034320	219427	TOOL SET/DREMEL	\$625.39
	S016117	84398	219147	30PC MAXFIT SET,RAINSUIT,BATTE	\$116.77
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$2.65
				CORRECT JULY 2014 ENTRY	(\$914.49)
VERIZON WIRELESS		9737460227	219256	ROUTEWARE DATA 12/20-1/19	\$640.16
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$19.21
SOLID WASTE COLLECTION TOTAL ****					\$10,302.31
Division:	433	SOLID WASTE DISPOSAL			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$30.82
FOLLETT, LYNNE		DECEMBER 2014	219332	FOLLETT-MILEAGE DEC 2014	\$39.20
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$117.31
GRAINGER	S016118	9609908067	219137	PUNCTURE RESIST INSOLE ITEM #4	\$149.89
		9625403796	219419	RETURN PUNCTURE RESIST INSOLE	(\$149.89)
MITCHELL, FRANK		DECEMBER 2014	219437	MILEAGE 12/2014	\$27.44
PARADISE BOTTLED WATER CO		12/14-LANDFILL	219439	BOTTLED WATER-DEC	\$67.52
PARAMETRIX INC	P053837	01-74659	219440	2014 ENVIRONMENTAL MONITORING	\$5,069.83
SANITAS TECHNOLOGIES		552592	219246	STATISTICAL SW RENEWAL-2015	\$395.00
TESTAMERICA LABORATORIES INC		58082960	219461	4TH QTR LANDFILL MONITORING	\$10,127.00



City Of Richland

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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WASTE MANAGEMENT		0091638-1819-9	219378	PORT-O-LET SRVCS - JANUARY	\$124.82
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$39.19
SOLID WASTE DISPOSAL TOTAL ****					\$16,038.13
SOLID WASTE UTILITY FUND Total ***					\$27,422.04
FUND 405	STORMWATER UTILITY FUND				
Division:	440	STORMWATER CAPITAL PROJECTS			
HD FOWLER COMPANY INC		I3807980	219141	MULTI PURPOSE BLADE	\$192.14
		I3807984		GATE VALVE/MJ KIT	\$543.41
		I3808190		COUPLINGS/BOLTS/NUTS	\$149.66
HDR ENGINEERING INC	P054264	00425628-H	219425	STORMWATER MANAGEMENT PLAN-123	\$7,948.43
	P054264	00428490-H		STORMWATER MANAGEMENT PLAN-123	\$10,437.70
STORMWATER CAPITAL PROJECTS TOTAL ****					\$19,271.34
Division:	441	STORMWATER			
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$18.32
CENTRAL HOSE & FITTINGS INC		401875	219114	HOSE CLAMPS	\$197.02
CITY OF RICHLAND		11/2014-17	219320	#17 STREET SWEEPINGS	\$1,588.93
COMPLETE PEST PREVENTION INC	P053613	26909	219324	MONTHLY INSECT & RODENT CONTRO	\$36.10
	P053613	26987		MONTHLY INSECT & RODENT CONTRO	\$36.10
RICHLAND ACE HARDWARE		208818	219171	SILICONE, GLASS REPAIR, STRAPS	\$20.10
STORMWATER TOTAL ****					\$1,896.57
STORMWATER UTILITY FUND Total ***					\$21,167.91
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$253.50
SEA WESTERN INC	S016046	181115	219457	SHIPPING INVOICE #181115 12/2	\$19.62
	S016046			HEMMING OF TROUSERS	\$17.33
	S016046			LION #BDU1951-P-20 TRI-CERTIFI	\$727.78
AMBULANCE TOTAL ****					\$1,018.23
MEDICAL SERVICES FUND Total ***					\$1,018.23
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P054689	9615702397	219137	SCREWDRIVER,SLOTTED, 1/4"X 4",	\$118.81
	P054689	9615702405		PLIERS, SIDECUTERS, 9" HIGH-	\$305.08
	P054689			PLIERS, 7" DIAGONAL HEAVY DUTY	\$116.49
	P054689			SCREWDRIVER,PHILLIPS, #2 X 4",	\$68.34
TOTAL ****					\$608.72



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From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CENTRAL STORES FUND Total ***					\$608.72
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	214	EQUIPMENT MAINTENANCE			
ALAMO SALES CORPORATION		4756755-RI	219105	CEC .75X6X48 VEH 6581 37793	\$2,436.97
		4762099-RI		CEC .75X6X48 VEH 6582 37794	\$4,926.92
ALLDATA LLC		FW885265/2015	219312	ALLDATA ANNUAL SUBSCRIPTION	\$1,624.50
AMERICAN WEST CHROME INC		55744	219107	CYLINDER VEH 3175 WO 37920	\$622.73
APPLIED INDUSTRIAL TECH INC		7003955416	219108	LINK CHAIN VEH 3292 WO 37627	\$49.27
ASE		A2294	219313	BANNER/CERTIFICATES	\$148.30
CENTRAL HOSE & FITTINGS INC		401694	219394	HOSE VEH 7090 WO 38003	\$5.65
		401823	219114	HOSES VEH 6545 WO 37919	\$226.09
		401901		HOSE PROTECTOR VEH 6545 37919	\$126.15
		402088	219319	HYD HOSE VEH 7109 WO 37968	\$269.47
COAST CRANE COMPANY		DI/059034	219117	BOOM BLEED TEST VEH 3294/37838	\$543.92
		DI/059166	219402	SERVICE CALL VEH 0400 WO 37852	\$363.16
COMMERCIAL TIRE INC		203828	219122	TIRES VEH 3312 WO 37861	\$411.83
		204049		TIRES VEH 3279 WO 37909	\$246.92
		204050		REPAIR FLAT VEH 7113 WO 37908	\$27.08
		204051		TIRES VEH 3282 WO 37907	\$246.92
		204052		TIRES VEH 3311 WO 37906	\$539.63
		204136		TIRES VEH 7136 WO 37938	\$977.04
		204146		TIRES VEH 3288 WO 37849	\$885.14
		204213		ROTATE TIRES VEH 3285 WO 37936	\$64.98
		204216		TIRES VEH 6566 WO 37568	\$196.39
		204217		ROTATE TIRES VEH 3296 WO 37937	\$121.84
		204225		TIRES VEH 3284 WO 37934	\$1,860.92
		204226		TIRES VEH 3281 WO 37935	\$1,019.29
		204354	219323	WHEEL SWITCH VEH 3282 WO 37986	\$27.08
		204356		TIRE REPAIR VEH 3312 WO 37985	\$1,691.68
		204357		MT/DSMT TRCK BUDD 3312 37985	\$246.92
CONNELL OIL INC		C110183-IN	219124	LUBE PRODUCTS	\$1,743.31
DAY MANAGEMENT CORPORATION DBA		369895	219325	SIREN VEH 1108 WO 37959	\$76.02
		372398	219127	INSTALL PORTS VEH 2370 WO37956	\$164.61
		373142		FLASHLIGHT CHRGR VEH 1204	\$38.02
		373143		FLASHLIGHT CHRGR VEH 2409	\$76.02
		373335	219325	ADJ LGHT BAR VEH 1204 WO 37957	\$51.59
FAST SIGNS		139-50268	219415	VEH NUMBERS VEH 3293 WO 37872	\$24.95
FASTENAL COMPANY		WARIC47122	219131	DISP WIPES VEH 3315 WO 37755	\$300.52
		WARIC47137		VAPOR CARTRIDGES VEH 0800	\$51.89
FASTENERS INC		S4131049.001	219330	GLOVES VEH 3315 WO 37295	\$155.82



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
G & R AG PRODUCTS INC		2150356-0001-02	219133	PUMP VEH 3277 WO 37780	\$1,135.40
		2150399-0001-02		GASKETS VEH 3277 WO 37780	\$37.53
GENUINE AUTO GLASS OF TRI CITIES LLC		606152	219135	W/S REPAIR VEH 3311 WO 37892	\$232.85
		606158		W/S REPAIR VEH 6563 WO 37897	\$239.34
GRAINGER	S016118	9618055884	219137	HYD CYLINDER ITEM #6FCY1	\$470.43
	S016118	9618966403		HYD CYLINDER ITEM #6FCY1	(\$237.59)
	S016118	9619280564		HYD CYLINDER ITEM #6FCX6	\$380.97
GROVER DYKES AUTO GROUP INC DBA		569473	219336	ALIGNMENT VEH 5045 WO 37979	\$182.47
JIM'S PACIFIC GARAGES INC		1150643	219149	FITTINGS VEH 3142 WO 37791	\$17.29
		1151964		TURN SWITCH VEH 3279 WO 37924	\$325.20
		1151965		TURN SWITCH VEH 3255 WO 37951	\$325.20
		1152324		SOCKET VEH 3320 WO 37945	\$33.64
JT AUTOMOTIVE PARTS INC DBA		320404	219338	AIR FILTER VEH 2370 WO 37982	\$28.85
		321867	219151	BRK CLEANER VEH 3311 WO 37619	\$2.80
		321994		RELAYS VEH 3308 WO 37593	\$41.98
		322157		FILTERS VEH 2427 WO 37295	\$16.23
		322283		FILTERS VEH 2427 WO 37295	(\$16.23)
		322378		DISC PAD VEH 2375 WO 37921	\$65.82
		322445		SAE OIL VEH 3277 WO 37780	\$3.80
		322477		SLIP PLATE SPRAY VEH 3175	\$169.64
		322549		ABS SENSOR VEH 2375 WO 37921	\$71.47
		322555		HUB ASSY VEH 2375 WO 37921	\$165.68
		322742		CABLE LOOM VEH 3285 WO 37806	\$19.49
		322747	219432	U-JOINT VEH 3187 WO 38029	\$65.82
		322754	219151	WIPERS VEH 2324 WO 37831	\$19.56
		322776	219432	ADAPTER/FILT VEH 0800 WO 38001	\$24.43
		322839	219151	BRK CLEANER VEH 2382 WO 36543	\$5.61
		322843		OIL VEH 3277 WO 37780	\$20.89
		322844		CABLE LOOM VEH 3309 WO 37777	\$15.16
		322881		TRL HRS TSTR VEH 3253 WO 37020	\$233.86
		322891		WIPERBLADES VEH 2364 WO 37845	\$25.97
		322926		BULB VEH 1376 WO 37847	\$18.11
		322988		WIPERS VEH 2401 WO 37922	\$19.56
		322996		RELAYS VEH 3282 WO 37837	\$27.98
		323006		BRK CLEANER VEH 7141	\$11.22
		323123		BATTERY VEH 6543 WO 37858	\$80.23
		323130	219432	FUEL FILTER VEH 3289 WO 38031	\$10.44
		323225	219151	NOZZLE VEH 3304 WO 37512	\$118.05
		323285		WIPERS VEH 3281 WO 37887	\$20.77
		323317	219432	WEATHR STRIP VEH 3289 WO 38031	\$8.32
		323381	219151	BRAKE CLNR VEH 3308 WO 37857	\$16.83



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		323383	219432	40AMP FUSE VEH 2345 WO 38028	\$19.67
		323385	219151	SPRAY PAINT VEH 3287 WO 37868	\$62.55
		323437		BATTERY VEH 6563 WO 37886	\$109.85
		323469		FILTERS VEH 3287 WO 37911	\$20.09
		323470		SEAL BEA VEH 3296 WO 37069	\$17.93
		323477		OIL PRESSURE SWITCH VEH 1380	\$45.97
		323493		M C LAMP VEH 3175 WO 37469	\$2.44
		323494		BRK CLEANER VEH 1380 WO 37910	\$8.41
		323506		GASKET VEH 3248 WO 37890	\$89.85
		323530	219432	PLATNM FILT KIT VEH 1370 38027	\$23.24
		323599	219151	FILTERS VEH 2358 WO 37912	\$28.37
		323600		HARMNC BLNCR VEH 2382 WO 37913	\$44.65
		323602		OIL FILT VEH 3230 WO 36938	\$8.36
		323604		BRAKES VEH 2358 WO 37917	\$291.31
		323617		BATTERY VEH 2382 WO 37913	\$24.31
		323619		AIR FILTER VEH 3230 WO 37855	\$40.71
		323713		TRAILER WIRE VEH 2399 WO 37918	\$9.97
		323714		BRAKE CLNR VEH 3282 WO 37888	\$16.83
		323717		PS FLUID VEH 3211 WO 37914	\$23.05
		323729		EXHAUST FLUID VEH 3321 WO 37808	\$14.86
		323731		HEADLIGHT VEH 3283 WO 37927	\$8.97
		323732		BRAKE CLNR VEH 3219 WO 37905	\$8.41
		323747		SIGNAL KIT VEH 3279 WO 37924	\$42.07
		323758		RETURN FILT VEH 3230 WO 36938	(\$41.00)
		323902	219338	TOW SOCKET VEH 4158 WO 36555	\$13.66
		323910	219151	BATTERY VEH 1382 WO 37942	\$101.76
		323949		FILTERS VEH 1107 WO 37950	\$18.95
		323962	219338	FILTERS VEH 4084 WO 37973	\$27.40
		323970		BATTERY VEH 3230 WO 37964	\$399.32
		324000		FILTERS VEH 2272 WO 37963	\$16.66
		324028		FILTERS VEH 1103 WO 37965	\$18.95
		324034		HOSE VEH 7107 WO 37863	\$23.98
		324054		BRAKE CLNR VEH 7109 WO 37968	\$5.61
		324083		BRAKE CLNR VEH 3320 WO 37808	\$11.22
		324084	219432	SCOTSEAL PLS VEH 3320 WO 37945	\$97.82
		324091	219338	FUEL FILTER VEH 7112 WO 37977	\$8.36
		324096	219432	OIL SEAL VEH 3240 WO 37970	\$63.12
		324115	219338	LAMP VEH 3205 WO 37926	\$9.23
		324139	219432	M C LAMP VEH 3283 WO 37927	\$2.20
MCCURLEY CHEVROLET		868990	219156	BLOWER MOTOR VEH 2374 WO 37952	\$171.54
		870445		2W PUMP VEH 2382 WO 37913	\$279.07



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		870514	219346	SHROUD VEH 1103 WO 37916	\$1,415.26
		870515	219156	DRUM VEH 2358 WO 37917	\$206.20
		870643		MODULE KIT VEH 2358 WO 37917	\$374.83
		870895	219346	VALVE VEH 1107 WO 37947	\$34.89
		870910		VALVE VEH 1107 WO 37947	\$34.27
		CM870895		VALVE VEH 1107 WO 37947	(\$34.89)
MONARCH MACHINE & TOOL CO INC		A174794	219159	MACHINE WORK VEH 3287/37868	\$271.24
		A174800		BATTERY BOX VEH 2399 WO 37885	\$119.31
		A174813		MACHINE WORK VEH 3287/37868	\$72.11
		B174675		FLAT BARS VEH 4142 WO 37807	\$181.25
		B174968	219438	ALUM COVER VEH 3265 WO 37962	\$67.98
		WA05-336124	219349	VALVE VEH 6248 WO 37443	\$92.78
MOTION INDUSTRIES INC		14969408	219161	SAFETY GLASSES VEH 3287 37868	\$12.38
NORCO INC		7362973	219353	WHEEL STUD VEH 7136 WO 37972	\$75.71
PAPE' MATERIAL HANDLING		IN200-1003961	219359	ANTENNA VEH 3248 WO 37969	\$232.03
PRECISE MRM LLC		P39315	219362	HANDLE VEH 6566 WO 37967	\$11.56
RDO EQUIPMENT CO		P39316		HINGES VEH 6566 WO 37967	\$170.31
		P39362		CONTROL LE VEH 7122 WO 37925	\$936.65
		P39363		TIE ROD VEH 7116 WO 37946	\$555.72
		P39364		BELT/CUSHION VEH 7117 WO 37961	\$34.90
		49459	219169	SNWPLW BLADE VEH 6584 WO 37788	\$2,199.14
		49460		SNWPLW BLADES VEH 3212 37796	\$2,343.61
REBUILDING & HARDFACING INC		49473		CURB BUMPERS VEH 3212 WO 37796	\$228.90
		49474		BLADE SVR VEH 6584 WO 37788	\$1,195.63
		T02540	219453	TIE-ROD VEH 7145 WO 37466	\$263.16
		T02775		SPINDLE MOTOR KIT WO 38033	\$890.49
		168673	219173	TIMING BELT VEH 7118 WO 37500	\$190.80
		169372		IMPELLER/GASKET VEH 4084/37928	\$60.52
ROWAND MACHINERY CO		169407		HOSE VEH 4084 WO 37928	\$12.60
		169633	219365	CUTTING EDGE VEH 7120 WO 37980	\$331.58
		169662		REBLD WT PMP VEH 4084 WO 37928	\$117.46
		28376	219366	REPAIRS VEH 3293 WO 37872	\$3,041.35
		INVC067382	219174	RELAY MNT VEH 6585 WO 37842	\$112.61
		22108564	219176	STEEL ROD VEH 2382 WO 37913	\$3.93
TACOMA SCREW PRODUCTS INC		90233038	219178	JIB VEH 3253 WO 37020	\$1,703.75
TEREX UTILITIES INC		90236071		CYLINDER VEH 3253 WO 37020	\$2,394.63
THE FAB SHOP LLC		21671	219179	SHOE PLOW VEH 6584 WO 37784	\$767.31
TIM BUSH MOTOR COMPANY DBA		1151	219371	RPD CAR WASHES-DEC 2014	\$64.00
TIRE FACTORY INC DBA		03-104064	219182	TIRES VEH 2385 WO 37948	\$23.23
TRANSPORT EQUIPMENT CO INC DBA		03-104283	219372	FLAT REPAIR VEH 2415 WO 37966	\$19.21
		167061	219464	EXH CLAMP VEH 3205 WO 38022	\$17.20



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRANSPORT EQUIPMENT CO INC DBA		168241	219465	FILTER VEH 3310 WO 37992	\$57.95
		168460	219464	HUBCAP VEH 3203 WO 38023	\$6.78
		PASIN1163956	219185	ALT PAD VEH 3252 WO 37871	\$219.76
		PASIN1171722		NUTS VEH 3230 WO 36938	\$21.12
		PASIN1176436		CHAMBER VEH 3314 WO 37879	\$38.32
		PASIN1177070	219373	HEADLAMP VEH 3312 WO 37943	\$6.86
		PASIN1178878		RELAY VALVE VEH 3308 WO 37567	\$54.04
		PASIN1179248		PUSH BUTTON VEH 3205 WO 37926	\$936.37
TRI CITIES BATTERY & AUTO REPAIR	S016121	016941	219187	STARTER VEH 3277 WO 37780	\$135.58
UNITED PARCEL SERVICE		000986641015	219374	GROUND PKG TO WIRETRONICS FOR	\$7.25
VERMEER ROCKY MOUNTAIN INC		P12900	219195	V-BELT VEH 7118 WO 37500	\$33.79
WESTERN CASCADE CONTAINER LLC		WCCI14427	219201	ROLL-OFF CHAIN VEH 3175 37469	\$4,966.19
		WCCI14464	219470	TARPS VEH 3320 WO 37945	\$543.82
WESTERN INTEGRATED TECHNOLOGIES INC		1407884	219202	COIL VEH 3213 WO 37547	\$561.25
		1408543		CYLINDER VEH 6338 WO 37095	\$140.23
WESTERN PETERBILT INC		H232171	219203	CHAMBER VEH 3203 WO 37846	\$34.09
		H232873	219472	MOTOR BLOWER VEH 3282 WO 37978	\$132.44
WESTERN STATES EQUIPMENT COMPANY		NY69355	219381	IDLER REPAIR VEH 7131 WO 37960	\$12,616.19
		PC110290248	219204	BATTERIES VEH 7143 WO 37792	\$633.05
		PC110290249		COUPLINGS VEH 3244 WO 37739	\$20.69
		PC110290250		COUPLINGS VEH 3309 WO 37752	\$58.85
		PC110290400		FILTERS VEH 7131 WO 37785	\$71.91
		PC110290701	219473	HANDLE VEH 7138 WO 37998	\$121.52
		PC110290850		SCREWS VEH 7138 WO 37998	\$6.52
		PC110290924	219204	COUPLINGS VEH 7141	\$16.91
		PC110291104	219381	WT PUMP VEH 7113 WO 37865	\$441.73
		PC110291105		LOCKNUT VEH 7113 WO 37865	\$64.03
		PC110291272		COUPLING VEH 3308 WO 37857	\$94.00
		PC110291392	219473	AS SENDER VEH 7131 WO 38000	\$168.71
		PC110291764		COUPLING VEH 3292 WO 37840	\$30.67
		WO110100562	219204	PERF MAINT VEH 6309 WO 37893	\$380.18
		WO110100564		PERF MAINT VEH 6575 WO 37894	\$425.91
		WO110100566		PERF MAINT VEH 6456 WO 37895	\$274.19
		WO110100714		PERF MAINT VEH 6539 WO 37929	\$491.74
		WO110100739		REPAIRS VEH 7138 WO 37915	\$6,812.76
		WO110100889	219381	MAINT/REPAIR VEH 6455 WO 37971	\$464.13
		WO110100909	219473	PERF MAINT VEH 6435 WO 37983	\$373.27
		WO110100910		PERF MAINT VEH 6577 WO 37984	\$1,189.20
		WO110100954		GENERATOR SET VEH 6592 WO38021	\$169.47
WESTERN SYSTEMS & FABRICATION INC		10006	219205	CABLE VEH 3285 WO 37806	\$50.48
		10025	219474	TUBE ROLLER VEH 3285 WO 37586	\$29.07



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WESTERN SYSTEMS & FABRICATION INC		9875	219205	TEMP SWITCH VEH 3308 WO 37593	\$331.48
		9920		BELT ASSY VEH 3283 WO 37743	\$154.52
		9936		CYLINDER PINS VEH 3311 37619	\$379.99
		9980		SPACERS VEH 3315 WO 37755	\$420.66
WONDRACK DISTRIBUTING INC		0746015	219260	CARD LOCK FUEL 12/16-12/22/14	\$12,775.33
		0746991	219476	CARD LOCK FUEL 12/23-12/31/14	\$10,960.40
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$63.02
EQUIPMENT MAINTENANCE TOTAL ****					\$108,066.35
EQUIPMENT MAINTENANCE FUND Total ***					\$108,066.35
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
INDUSTRIAL COMMUNICATIONS SALES & SRVCS CO	P054684	7601	219229	MOBILE RADIO, KENWOOD VHF 136-	\$888.49
	P054684			EXTERNAL SPEAKER, COMPACT LOW-	\$67.10
	P054684			ADJUST TAX	\$0.01
	P054684			REMOTE CONTROL KIT, FOR TK-	\$159.20
EQUIPMENT REPLACEMENT TOTAL ****					\$1,114.80
EQUIPMENT REPLACEMENT FUND Total ***					\$1,114.80
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN052535	219103	PLOTTER PAPER	\$238.69
		ARIN052600		ASBUILTS	\$6.56
		ARIN052620		ASBUILTS	\$6.72
		ARIN052752	219383	ASBUILTS	\$33.36
AT&T WIRELESS		11/14-28724328888	219109	287243288881 10/27-11/26/14	\$626.65
CITY OF RICHLAND		14-452 DANIEL	219116	CIVIL 3D TEST/PORTLAND/DANIEL	\$115.24
FEDERAL EXPRESS CORP		2-890-07917	219132	PRIORITY SHIPPING	\$32.91
FRONTIER		12/14-2061882614	219417	PHONE CHARGES 12/19/14-1/18/15	\$179.96
PENWELL, DAN		123014	219441	PENWELL-EASEMENT RECORDING	\$10.00
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$29.41
				CORRECT JULY 2014 ENTRY	\$123.99
STONEWAY ELECTRIC SUPPLY		S101067026.001	219368	LIGHT DIMMER SWITCH	\$108.38
VERIZON WIRELESS	P053570	9737461737	219468	INTERNET ACCESS ON 2 LAPTOPS:	\$80.02
XO HOLDINGS LLC DBA		0271954396	219478	PHONE CHARGES 12/23/14-1/22/15	\$170.76
PW ADMIN & ENGINEERING TOTAL ****					\$1,762.65
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$1,762.65
FUND 506	WORKERS COMPENSATION FUND				



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	221	WORKERS COMP INSURANCE RESERVE			
CONOVER INSURANCE INC		980346	219218	100334078 12/9-14-12/9/15	\$597.00
MATRIX ABSENCE MANAGEMENT INC		1032474	219235	QTRLY ADMIN 12/1/14-2/28/15	\$9,250.00
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$9,847.00
WORKERS COMPENSATION FUND Total ***					\$9,847.00
FUND 520		HEALTH CARE/BENEFITS PLAN			
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		JAN 2015	219234	EAP PREMIUMS-JAN	\$685.40
VERDE SERVICES INC		980230	219255	2015 COBRA/RETIREE RENEWAL	\$400.00
		980273	219194	4TH QTR 2014 FLEX BENEFIT PLAN	\$780.00
		983645	219467	4TH QTR 2014 COBRA/RETIREE	\$260.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$2,125.40
HEALTH CARE/BENEFITS PLAN Total ***					\$2,125.40
FUND 522		POST EMP HEALTHCARE PLAN			
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
DAILY JOURNAL OF COMMERCE		3294921	219126	RFP 14-45-ACTUARIAL VALUATION	\$128.10
VERDE SERVICES INC		983645	219467	4TH QTR 2014 COBRA/RETIREE	\$1,470.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,598.10
POST EMP HEALTHCARE PLAN Total ***					\$1,598.10
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
ANDERS, PETER		AP00003701011501	219263	MEDICARE PREMIUM/ANDERS	\$104.90
BOWLS, DAVID		121514DB	219086	MEDICAL DOS 12/15-12/17/14	\$160.00
		AP00003501011501	219267	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R		102314HC	219087	MEDICAL DOS 10/23/14	\$270.00
		AP00000401011501	219270	MEDICARE PREMIUM/CANFIELD	\$104.90
CARRICK, HENRY		AP00000501011501	219271	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M		AP00000601011501	219272	MEDICARE PREMIUM/CLARK	\$104.90
COLUMBIA INDUSTRIES SUPPORT LLC		159545	219120	SHREDDING SRVCS WO #182277	\$10.44
DOWNES, DANNY		AP00005101011501	219279	MEDICARE PREMIUM/DOWNES	\$104.90
ELIASON, CURTIS		AP00003301011501	219281	MEDICARE PREMIUM/ELIASON	\$104.90
ESTY, RAYMOND J		AP00000901011501	219282	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY		AP00006001011501	219283	MEDICARE PREMIUM/FERRIANS	\$104.90
HEASTON & THOMPSON VISION CLINIC		080414RL	219091	VISION DOS 8/4/14	\$37.00
HOUCHIN, EARL		AP00001201011501	219286	MEDICARE PREMIUM/HOUCIN	\$104.90



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JOHNSON, NEILS E		AP00003401011501	219287	MEDICARE PREMIUM/JOHNSON	\$104.90
JONES, HAROLD		AP00005501011501	219288	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D		AP00006201011501	219289	MEDICARE PREMIUM/KEYS	\$104.90
LAGERGREN, KENNETH E DDS		060914GR	219093	15003 DENTAL DOS 6/09/14	\$150.00
LAHTI, ROGER P		072113RL	219094	MASSAGE THERAPY 1/16-7/8/14	\$780.00
				MASSAGE THERAPY 7/31-12/18/13	\$840.00
		111214RL		NON COVERED RX DOS 11/12/14	\$73.69
		AP00006401011501	219290	MEDICARE PREMIUM/LAHTI	\$104.90
LAWRENCE, SHAANTI A PSY D		092414DM	219096	PROF SERVICES DOS 9/24-11/5	\$421.00
MATHESON, HAN & GIESA PLLC		102314TT	219098	DENTAL DOS 10/23/14	\$162.00
MITCHELL, RAYMOND L		AP00001501011501	219294	MEDICARE PREMIUM/MITCHELL	\$104.90
MULROY, JAMES P		Q1-2015-MEDICARE	219296	MEDICARE PREMIUM 1/1-3/31/15	\$314.70
MURRAY, DAVID		AP00008301011501	219297	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A		AP00007601011501	219298	MEDICARE PREMIUM/MYERS ED	\$104.90
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$33.66
POLLARD, JAMES		AP00004801011501	219299	MEDICARE PREMIUM/POLLARD	\$99.90
RONEY, LARRY		AP00003601011501	219300	MEDICARE PREMIUM/RONEY	\$104.90
SIEMENS, DONALD		AP00008101011501	219301	MEDICARE PREMIUM/SIEMENS	\$104.90
SNYDER, RONALD K DDS		101314CE	219099	100838 DENTAL DOS 10/13/14	\$16.00
WALGREENS PHARMACY		080414FIRE	219100	NON COVERED RX 8/4-11/17/14	\$255.39
WEST, ROYAL		AP00002001011501	219306	MEDICARE PREMIUM/WEST	\$104.90
WILLIAMSON, CRAIG E		AP00007501011501	219307	MEDICARE PREMIUM/WILLIAMSON	\$104.90

FIRE PENSION TOTAL ****

\$5,826.68

FIREMAN'S PENSION Total ***

\$5,826.68

FUND 612

POLICEMEN'S PENSION

Division:

217

POLICE PENSION

ANDERSON DENTAL	102814DS	219085	DENTAL DOS 10/28/14	\$26.00
	110514DS		DENTAL DOS 11/05/14	\$592.70
BAKER, MARSHALL R	AP00006301011501	219264	MEDICARE PREMIUM/BAKER	\$104.90
BATES, LAURIE VERN JR	AP00004901011501	219265	MEDICARE PREMIUM/BATES	\$104.90
BEDEN, LARRY	AP00003801011501	219266	MEDICARE PREMIUM/BEDEN	\$104.90
BRUNSON, DALE A	AP00004201011501	219268	MEDICARE PREMIUM/BRUNSON	\$104.90
BUSH, LEE	AP00008401011501	219269	MEDICARE PREMIUM/BUSH	\$104.90
CASE, MIKE	121514MC	219088	NON COVERED RX DOS 12/15/14	\$37.98
CLEAVENGER, WILL J	AP00007301011501	219273	MEDICARE PREMIUM/CLEAVENGER W	\$104.90
CLEMENTS, JOHN M	AP00007401011501	219274	MEDICARE PREMIUM/CLEMENTS	\$104.90
COLUMBIA BASIN HEARING CTR LLC	120214SL	219089	HEARING AIDS DOS 12/02/14	\$3,600.00
COLUMBIA INDUSTRIES SUPPORT LLC	159545	219120	SHREDDING SRVCS WO #182277	\$10.44
COUCH, LARRY	AP00006601011501	219275	MEDICARE PREMIUM/COUCH	\$104.90
CULTURAL DBA	AP00008201011501	219276	ASSISTED LIVING-MANUEL	\$4,500.00



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEACONESS MEDICAL CENTER		DX9555400-PA	219090	TESTING DOS 9/9/14	\$76.27
DEMYER, JAMES J		AP00008001011501	219277	MEDICARE PREMIUM/DEMYER	\$104.90
DERRICK, GEORGE		AP00000701011501	219278	MEDICARE PREMIUM/DERRICK	\$104.90
DUCHEMIN, ROGER		AP00000801011501	219280	MEDICARE PREMIUM/DUCHEMIN	\$104.90
GANLEY, JOHN M		AP00007901011501	219284	MEDICARE PREMIUM/GANLEY	\$104.90
HIGGINS, FRED C		120514FH	219092	SHINGLES VACCINATION	\$238.99
		AP00007801011501	219285	HIGGINS MEDICARE PREMIUM	\$104.90
LARSON, SCOTT K		111714SL	219095	NONCOVERED RX DOS 11/17/14	\$202.09
		121914SL		NON COVERED RX DOS 12/19/14	\$222.58
LEWIS, DAVID L		AP00004301011501	219291	MEDICARE PREMIUM/LEWIS	\$104.90
LOHDEFINCK, RICHARD N		AP00002301011501	219292	MEDICARE PREMIUM/LOHDEFINCK	\$104.90
MALLEY'S PHARMACY		110514RT	219097	NON COVERED RX DOS 11/05/14	\$186.65
MANUEL, D ART		AP00002501011501	219293	MEDICARE PREMIUM/MANUEL	\$104.90
MOORE, ROBERT		AP00007101011501	219295	MEDICARE PREMIUM/MOORE	\$104.90
PITNEY BOWES PURCHASE POWER		1114-1127-9365	219164	POSTAGE 11/01-11/3014	\$33.67
SNYDER, RONALD K DDS		110314GT	219099	DENTAL DOS 11/03/14	\$91.80
SPARKS, DAVID W		AP00005901011501	219302	MEDICARE PREMIUM/SPARKS	\$104.90
THOMAS, GERALD D		AP00003201011501	219303	MEDICARE PREMIUM/THOMAS G	\$104.90
TURNER, ROY		AP00003101011501	219304	MEDICARE PREMIUM/TURNER	\$104.90
WALGREENS PHARMACY		0801714POLICE	219100	NON COVERED RX 8/7-11/17/14	\$1,045.53
WENDLAND, WALTER		AP00001901011501	219305	MEDICARE PREMIUM/WENDLAND	\$104.90
		NOVEMBER 2014	219101	MEDICAL DOS 11/3-11/25/14	\$640.00
WEST RICHLAND FAMILY DENTAL CTR		111214CW	219102	DENTAL DOS 11/12/14	\$150.00
		111314BB		DENTAL DOS 11/13/14	\$150.00
WILMOTH, ROD		AP00004501011501	219308	MEDICARE PREMIUM/WILMOTH	\$104.90
ZIMMERMAN, GERALD		AP00005001011501	219309	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$14,217.40
POLICEMEN'S PENSION Total ***					\$14,217.40
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division: 600	SECOMM OPERATIONS GENERAL				
APCO INTERNATIONAL INC		302726/2015	219210	2015 APCO MEMBERSHIP DUES	\$230.00
COMPUCOM SYSTEMS INC	P054697	62577673	219123	ADJUST FOR TAX	\$0.01
	P054697			MICROSOFT 2012 R2 SNGL MVL LIC	\$2,297.61
SECOMM OPERATIONS GENERAL TOTAL ****					\$2,527.62
SOUTHEAST COMMUNICATIONS CTR Total ***					\$2,527.62
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
COMPUCOM SYSTEMS INC	P054697	62577673	219123	MICROSOFT 2012 R2 SNGL MVL LIC	\$171.28



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
800 MHZ TOTAL****					\$171.28
800 MHZ PROJECT Total ***					\$171.28
FUND 643	EMERGENCY MANAGEMENT				
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
MID COLUMBIA ENGINEERING INC	S015827	ST007026	219158	BECKI COATS, SURVEY TAKER	\$235.95
	S015827	ST007045	219348	BECKI COATS, SURVEY TAKER	\$85.80
RADIOLOGICAL EMGCY PREPAREDNES TOTAL****					\$321.75
EMERGENCY MANAGEMENT Total ***					\$321.75
FUND 803	UTILITY BILL CLEARING FUND				
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9431	219242	Customer Refund	\$6.62
		CISPAY9432	219240	Customer Refund	\$146.08
		CISPAY9433	219257	Customer Refund	\$41.43
		CISPAY9434	219262	Customer Refund	\$63.89
		CISPAY9435	219253	Customer Refund	\$73.93
		CISPAY9436	219250	Customer Refund	\$38.14
		CISPAY9437	219209	Customer Refund	\$86.40
		CISPAY9438	219211	Customer Refund	\$102.20
		CISPAY9439	219231	Customer Refund	\$80.70
		CISPAY9440	219244	Customer Refund	\$13.55
		CISPAY9441	219237	Customer Refund	\$65.17
		CISPAY9442	219222	Customer Refund	\$77.97
		CISPAY9443	219227	Customer Refund	\$39.73
		CISPAY9444	219247	Customer Refund	\$93.58
		CISPAY9445	219249	Customer Refund	\$127.55
		CISPAY9446	219224	Customer Refund	\$59.60
		CISPAY9447	219220	Customer Refund	\$12.15
		CISPAY9448	219455	Customer Refund	\$17.07
		CISPAY9449	219401	Customer Refund	\$127.65
		CISPAY9450	219426	Customer Refund	\$82.90
		CISPAY9451	219409	Customer Refund	\$80.40
		CISPAY9452	219413	Customer Refund	\$125.55
		CISPAY9453	219433	Customer Refund	\$137.60
		CISPAY9454	219407	Customer Refund	\$72.45
		CISPAY9455	219435	Customer Refund	\$29.67
		CISPAY9456	219430	Customer Refund	\$71.44
		CISPAY9457	219448	Customer Refund	\$21.76



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY9458	219393	Customer Refund	\$190.37
		CISPAY9459	219436	Customer Refund	\$7.25
		CISPAY9460	219456	Customer Refund	\$52.52
		CISPAY9461	219431	Customer Refund	\$31.79
		CISPAY9462	219412	Customer Refund	\$93.92
		CISPAY9463	219479	Customer Refund	\$101.73
		CISPAY9464	219408	Customer Refund	\$127.24
		CISPAY9465	219434	Customer Refund	\$49.71
TOTAL ****					\$2,549.71
UTILITY BILL CLEARING FUND Total ***					\$2,549.71



City Of Richland

VL-1 Voucher Listing

From: 12/29/2014 To: 1/9/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,428,360.98

Number of Invoices

Amount

Vouchers In Richland	188	\$57,905.38
Vouchers In Tri Cities	144	\$617,832.98
Vouchers In WA	289	\$211,001.38
Vouchers Outside WA	488	\$541,621.24
Vouchers Final Total.....	1109	\$1,428,360.98

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$34,361.39	2.41%
3	SUPPLIES	\$195,460.60	13.68%
4	OTHER SERVICES & CHARGES	\$459,982.60	32.2%
5	INTERGOVERNMENTAL SERVICES	\$305,927.04	21.42%
6	CAPITAL PROJECTS	\$299,128.74	20.94%
	MACHINERY & EQUIPMENT	\$7,557.30	0.53%
	REFUNDS	\$2,549.71	0.18%
9	INTERFUND SERVICES	\$60.65	0%
	INVENTORY PURCHASES	\$123,332.95	8.63%
	Total	\$1,428,360.98	