

INTERLOCAL COOPERATION AGREEMENT

Between

Cities of Kennewick, Richland, Pasco and West Richland

For

Administration and Funding of Quad-City Water Right Mitigation Model and Operating Procedures

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 4th day of march, 2021 by and between the City of Kennewick (hereinafter "Kennewick"), the City of Richland (hereinafter "Richland"), the City of Pasco (hereinafter "Pasco"), and the City of West Richland (hereinafter "West Richland"), all municipal corporations of the State of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, Richland, Kennewick, Pasco, and West Richland were granted Washington State Surface Water Right Permit S4-30976 on September 15, 2003 (hereinafter "Permit"); and

WHEREAS, the Permit requires the Parties, on an annual basis, to tabulate and report overall water supply usage, Quad-City Water Right utilization, and comply with mitigation provisions associated with consumptive use as outlined in the Regional Water Forecast and Conservation Plan (RWFCP); and

WHEREAS, to efficiently and effectively collect and annualize water supply usage data, and to annually document that the available mitigation volume is equal to or greater than the required mitigation volume for Columbia River flows, the four cities, Richland, Kennewick, Pasco and West Richland, have agreed to fund a Quad-City Water Right Mitigation Model and Operating Procedures; and

WHEREAS, staff in Richland, Kennewick, Pasco and West Richland have collaborated to select an engineering consultant and to negotiate a scope of work and budget for the study; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this Interlocal to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize a collaborative effort between the Parties to comply with mitigation provisions associated with the Quad-City Water Right and to determine the parameters for the contracting and funding of said model and operating procedures.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Administration

West Richland shall award and administer the consultant agreement contemplated under this Interlocal Cooperation Agreement. The proposed consultant agreement is attached as **Exhibit A**.

Section 4. Funding and Contributions

Consultant expenses shall be shared in four (4) equal amounts between Richland, West Richland, Pasco and Kennewick. West Richland shall issue invoices to Richland, Pasco, and Kennewick for their respective share of the plan update expenses. Invoices shall issue no more frequently than monthly. Scope and budget changes that increase the project budget may only be executed after written authorization from all four Parties.

Section 5. Property

No real or personal property shall be acquired as a consequence of the execution of this Interlocal Cooperation Agreement. The Parties shall own and receive at least one copy of the Quad-City Water Right Mitigation Model and Operating Procedures produced as a result of this Agreement.

Section 6. Additional Resources

Richland, Kennewick, Pasco, and West Richland will provide staff support to complete data requests, meeting and training attendance, and analysis reviews as needed to efficiently administer the model.

Section 7. Duration

This Agreement shall expire twelve months after the close-out of the consultant agreement. All obligations to pay the respective one-fourth share to fund the plan update shall survive termination of this Agreement.

Section 8. Notices

Written notice shall be directed to the parties as follows:

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

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA 99353
Attn: Public Works Director

City of Kennewick
210 W. 6th Avenue
Kennewick, WA 99336
Attn: Public Works Director

City of Pasco
525 N. 3rd Avenue
Pasco, WA 99301
Attn: Public Works Director

Section 9. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by all Parties.

Section 10. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 12. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 13. Waiver

No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]


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

CITY OF RICHLAND

CITY OF KENNEWICK



Jon Amundson, Interim City Manager

 1-19-2021

Don Britain, Mayor

Attest :

Attest:



Jennifer Rogers, City Clerk



Terri L. Wright, City Clerk

Approved as to form:

Approved as to form:



Heather Kintzley, City Attorney



Lisa Beaton, City Attorney

CITY OF WEST RICHLAND

CITY OF PASCO




Brent Gerry, Mayor



Dave Zabell, City Manager

Attest:

Attest:



Stephanie Haug, City Clerk




Debby Barham, City Clerk

Approved as to Form:

Approved as to Form:



Bronson Brown, City Attorney

 47859

Eric Ferguson, City Attorney
66 Craig A. Biggs

PROFESSIONAL SERVICES AGREEMENT

RH2 Project Number: _____

THIS AGREEMENT, made and entered into on this 17th day of March, 2021, by and between the **City of West Richland**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc., whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021, at which work will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: 2021 to 2026 Quad-City Water Right Reporting

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits:

Exhibit A	Scope of Work
Exhibit B	Fee Estimate
Exhibit C	Schedule of Rates and Charges

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Consultant shall facilitate completion of the work described in **Exhibit A** which is attached hereto and incorporated into this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the Client. This item does not constitute an "Extra Work" item as related to the "Extra Work" section of the Agreement. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work.

STANDARD OF CARE

The Consultant shall be held to the same standard of care as is ordinarily practiced by other similar design professionals in that discipline for comparable work provided in a similar locality.

DESIGN CRITERIA

The Client will designate the basic premises and criteria for the work needed. Reports and plans, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications.

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OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Ownership of the source files of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced by the Consultant as a result of this Agreement, whether or not completed, shall remain with the Consultant. Upon completion of the project, the Consultant shall provide the Client with tangible copies of the project documents in accordance with **Exhibit A**. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the project documents. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with **Exhibit A**, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any reuse of the project documents that is beyond the scope of the project is prohibited without written authorization from the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for its approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for completed work for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit B** and **Exhibit C**. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement will list actual time (days and/or hours) and dates during which the work was performed and the compensation shall be figured using the rates in **Exhibit C**. Payment for the work shown in **Exhibit A** shall not exceed \$19,967 without a written amendment to this contract, agreed to and signed by both parties. Payment for work stated in **Exhibit A** will be calculated based on the Consultant's hourly rates stated in **Exhibit C**.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

Acceptance of final payment by the Consultant shall constitute a release of claims related to payment under this Agreement which the Consultant may have against the Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance.

The Consultant shall keep available for inspection by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and items related to, or bearing upon, these records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

The Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors, when required to do so by the Client, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has 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 he 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, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the 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, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or 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 the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NONDISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below.

- A. In the event this Agreement is terminated by the Client other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work completed at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.
- B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.
- D. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in

accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action. In the event that either party institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Washington, situated in Benton County.

LEGAL RELATIONS

The Consultant shall comply with all federal, state and local laws and ordinances directly applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands or suits at law or equity directly resulting from Consultant's negligent acts, errors or omissions under this Agreement, provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands, or suits resulting from the conduct of the Client, its officers or employees. Provided further, if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant, its agents, or employees, and (b) the Client, its agents, officers, or employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall secure general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. The Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. This Form shall name the Client as an additional insured for Consultant's applicable insurance policies.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. The Client will normally require carriers to have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant shall verify, when submitting the first payment invoice and annually thereafter, possession of a current business license while conducting work for the Client. The Consultant shall require, and provide verification upon request, that subconsultants participating in a Client project possess a current business license.

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

Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated within the Payment terms herein.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Client.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, 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 an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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 agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

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



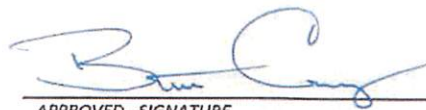
APPROVED - SIGNATURE

Paul R. Cross
PRINT NAME

Executive Vice President
TITLE

11-12-2020
DATE

RH2 Engineering, Inc., 22722 29th Drive SE, Suite 210, Bothell, WA 98021



APPROVED - SIGNATURE

Brent Gentry
PRINT NAME

Mayor
TITLE

3/16/2021
DATE

City of West Richland, 3100 Belmont Blvd., Suite 102, West Richland, WA 99353

7.11.2020

EXHIBIT A
Scope of Work
City of West Richland
2021 to 2026 Quad-City Water Right Reporting
November 2020

Background

The Cities of Kennewick, Pasco, Richland, and West Richland (Cities) share the Quad-City Water Right (QCWR) issued under Surface Water Permit No. S4-30976P on September 15, 2003. The Cities tabulate and report water supply, QCWR utilization, and mitigation requirements on a quarterly and annual basis. These reports establish that the Cities are not exceeding their existing water rights and that the Cities are meeting the mitigation requirements for the utilization of any water used under the QCWR. The Cities have requested that RH2 Engineering, Inc., (RH2) tabulate the QCWR quarterly and annual data and prepare the required annual reports for the years 2021 through 2026.

The Cities also are required to update the Regional Water Forecast Conservation Plan (RWFCP) on a regular basis that coincides with each city's Water System Plan (WSP) update. Each city's current WSP is approved by the Washington State Department of Health into 2027. The City wishes to provide separate authorization for funding of this element of the Scope of Work. Preparation of each city's WSP update is anticipated to primarily take place in 2026; therefore, the RWFCP will be required to be updated in 2026 and submitted to the Washington State Department of Ecology (Ecology). This Scope of Work includes preparation of the Cities RWFCP update report in 2026 but will not be initiated or funded without written authorization from the City.

Task 1 – 2021 to 2026 Data Support and Annual Reporting

Objective: Assist the Cities by obtaining the quarterly data from each city, calculating the required and available mitigation, and preparing annual reports.

Approach:

- 1.1 Obtain quarterly data from the Cities, review provided values and units, and populate the mitigation volumes on a quarterly basis. Report the comparison between required and available mitigation water volumes to the Cities.
- 1.2 Provide the Cities with an annual report each year for 2021 through 2026 comparing required and available mitigation water volumes based on the data obtained and calculated within subtask 1.1.

Assumptions:

- *RH2 can rely on the data provided by the Cities and the National Oceanic and Atmospheric Administration (NOAA) and the United States Army Corps of Engineers (USACE) websites to populate the Cities' withdrawals, returns, and actual Columbia River flows.*

Provided by the Cities:

- Data on a quarterly basis regarding withdrawals and return flows in Excel format.
- Submittal of the QCWR annual reports to Ecology.

RH2 Deliverables:

- Annual reports for 2021 through 2026 in PDF.

Task 2 – 2026 RWFCP Update (Future Task)

Objective: Assist the Cities in preparing the 2026 RWFCP Update. Coordinate with Ecology throughout the development of the RWFCP Update. *No effort will be expended on this Task without written authorization from the City.*

Approach:

- 2.1 Attend one (1) kick-off meeting with the Cities and Ecology staff, and provide meeting agenda and minutes.
- 2.2 Coordinate with Cities staff during the data collection process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the Cities.
- 2.3 Prepare a draft Chapter 1 of the RWFCP Update (Introduction and Background).
- 2.4 Prepare a draft Chapter 2 of the RWFCP Update (Area Description), including current population and customer information for each city, and a description of each city's water rights with and without the QCWR.
- 2.5 Prepare a draft Chapter 3 of the RWFCP Update (Conservation Program Components), including a summary of each city's water use efficiency goals and measures, calculations of each city's 2025 supply, consumption, leakage, and McNary Pool return flows, and calculations of each city's combined net withdrawals and consumption.
- 2.6 Prepare a draft Chapter 4 of the RWFCP Update (Regional Joint Use Strategy), including a summary of historical QCWR allocation, use, and mitigation, projected (10- and 20-year) QCWR allocation, use, and mitigation, an updated BiOp Compliance Plan, and a list of any requests or additional authorizations under the QCWR.
- 2.7 Transmit electronic PDF copies of the draft RWFCP Update chapters to the Cities for review and comment.
- 2.8 Attend up to four (4) review meetings with the Cities and Ecology to present and discuss the RWFCP status and findings. Provide meeting agendas and minutes.
- 2.9 Revise the RWFCP Update based on review comments received from the Cities and Ecology.
- 2.10 Prepare final RWFCP Update and provide to the Cities and Ecology.

Assumptions:

- *Kick-off and review meetings will take place at the offices of one of the four (4) Cities.*

- *The RWFCP Update will be prepared in 2026, and will use year-end 2025 data as the basis for the Cities existing water use at that time.*

Provided by the Cities:

- Historical water supply, consumption, connection, and leakage information on a monthly basis for 2016 through 2025.
- Additional 2026 WSP Update information applicable to the RWFCP Update.
- Attendance at kick-off meeting and up to four (4) review meetings.
- Draft RWFCP Update review comments.
- Payment of any review fees associated with Ecology's review or involvement with the RWFCP Update process.

Provided by RH2:

- Attendance at kick-off meeting and up to four (4) review meetings. Meeting agenda and minutes for each meeting will be provided in electronic PDF.
- Electronic PDF versions of the draft and final RWFCP Update will be provided to the Cities.
- Two (2) hard copies of the final RWFCP Update will be provided to Ecology.

Project Schedule

Annual reports will be completed for review by the Cities within 30 days of receipt of all four quarters' data from each city.

The City will provide authorization for Task 2 as an Amendment to this Agreement. Upon receipt of notice to proceed, the RWFCP Update preparation will begin (anticipated to occur in early 2026 and following RH2's receipt of the necessary 2025 year-end data from each of the four (4) Cities). RH2 will provide RWFCP Update draft chapters to the Cities within 60 days of receipt of all necessary data. RH2 will update and finalize the RWFCP Update within 45 days of receipt of all review comments from the Cities and Ecology.

EXHIBIT B

Fee Estimate

City of West Richland

2021 to 2026 Quad-City Water Right Reporting

Nov-20

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	2021 to 2026 Data Support and Annual Reporting	118	\$ 18,972	\$ -	\$ 995	\$ 19,967
1.1	Obtain quarterly data and report mitigation water volumes	34	\$ 5,502	\$ -	\$ 329	\$ 5,831
1.2	Prepare annual reports for 2021 through 2026	84	\$ 13,470	\$ -	\$ 666	\$ 14,136
Task 2	2026 RWFCP Update (Future Task)	158	\$ 28,427	\$ -	\$ 1,370	\$ 29,797
2.1	Attend kick-off meeting	8	\$ 1,600	\$ -	\$ 88	\$ 1,688
2.2	Coordinate with Cities during data collection	6	\$ 1,130	\$ -	\$ 28	\$ 1,158
2.3	Prepare draft RWFCP Chapter 1	5	\$ 676	\$ -	\$ 21	\$ 697
2.4	Prepare draft RWFCP Chapter 2	15	\$ 2,441	\$ -	\$ 125	\$ 2,566
2.5	Prepare draft RWFCP Chapter 3	32	\$ 5,830	\$ -	\$ 219	\$ 6,049
2.6	Prepare draft RWFCP Chapter 4	32	\$ 5,830	\$ -	\$ 219	\$ 6,049
2.7	Transmit draft RWFCP Update to Cities	4	\$ 558	\$ -	\$ 14	\$ 572
2.8	Attend up to four (4) review meetings	31	\$ 6,403	\$ -	\$ 350	\$ 6,753
2.9	Revise RWFCP Update per comments	17	\$ 2,827	\$ -	\$ 98	\$ 2,925
2.10	Prepare final RWFCP Update	8	\$ 1,132	\$ -	\$ 208	\$ 1,340
PROJECT TOTAL		276	\$ 47,399	\$ -	\$ 2,365	\$ 49,764

EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$184	\$/hr
Professional V	\$196	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$235	\$/hr
Professional IX	\$235	\$/hr
Control Specialist I	\$130	\$/hr
Control Specialist II	\$141	\$/hr
Control Specialist III	\$155	\$/hr
Control Specialist IV	\$168	\$/hr
Control Specialist V	\$178	\$/hr
Control Specialist VI	\$191	\$/hr
Control Specialist VII	\$206	\$/hr
Control Specialist VIII	\$214	\$/hr
Technician I	\$106	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$157	\$/hr
Technician VI	\$172	\$/hr
Technician VII	\$187	\$/hr
Technician VIII	\$196	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$98	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$138	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.