

INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF RICHLAND AND THE CITY OF WEST RICHLAND
For
Water System Modeling for the Horn Rapids Water Intertie

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this 14th day of Nov., 2024, (the “Effective Date”) by and between the **City of Richland** (hereinafter “Richland”), a municipal corporation of the State of Washington, and the **City of West Richland** (hereinafter “West Richland”), a municipal corporation of the State of Washington. Richland and West Richland are also herein referred to individually as a “Jurisdiction” and collectively as the “Jurisdictions”.

I. Recitals

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

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Jurisdictions entered into an amended Wholesale Water Service Agreement whereby Richland provides potable water to West Richland through a metered intertie connection in south Richland; and

WHEREAS, West Richland proposes a new water intertie with Richland located in the Horn Rapids area of Richland at Twin Bridges Road in order to meet future water demand; and

WHEREAS, Richland maintains an on-call water modeling contract with an engineering services vendor to perform modeling of Richland’s water system when new water demands are proposed; and

WHEREAS, the Jurisdictions desire to utilize Richland’s on-call water modeling to forecast future water system upgrades and modifications to Richland’s Water System Plan to support a new water intertie; and

WHEREAS, a future amendment to the Wholesale Water Service Agreement is required to establish agreement of the required water system upgrades to support a new intertie; and

WHEREAS, the Jurisdictions desire to establish the terms of this partnership for a future water intertie.

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

II. Agreement

Section 1. Purpose and Scope of Work

The purpose of this Agreement is to formalize a commitment to perform water system modeling for a future water intertie between Richland and West Richland located at Twin Bridges Road (the "Project").

Section 2. Administration

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

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

Section 3. Costs, Funding and Contributions

West Richland commits to funding the full costs of the water system modeling required for the Project. The Jurisdiction's funding shall consist of locally generated funds that will not impose state or federal procurement or environmental compliance requirements on the Project. The total cost of the scope of work is anticipated to be no more than \$50,000. Costs include the consultant engineering support services and Richland staff costs in administering the consultant contract. The scope of work, estimate, and schedule for the consultant work are provided in Exhibits A, B, and C. West Richland will pay its share of the Project scope within thirty (30) calendar days of receiving invoices from Richland.

Section 4. Development

The Jurisdictions hereby commit to the following:

- a. Richland shall utilize its existing on-call consultant services to support the Project.
- b. Richland negotiated a work scope and budget with its consultant. West Richland has reviewed for concurrence. The consultant scope, budget, and schedule are provided in Exhibits A, B, and C.
- c. Richland will administer and manage the consultant.
- d. The Jurisdictions will support the consultant's work by making staff and records available in a timely manner.
- e. The Jurisdictions will supplement the consultant's work as necessary with work from their respective water system planning consultants.
- f. The Jurisdictions agree to timely negotiate amendments to this Agreement.
- g. The Jurisdictions acknowledge and agree that an amendment to the Wholesale Water Service Agreement will be necessary upon acceptance of the results of the Project modeling.

Section 5. Modification

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

Section 6. Term of Agreement and Termination

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

Section 7. Inspection of Records

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

Section 8. No Separate Legal Entity

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

Section 9. Severability

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

Section 10. Venue, Applicable Law and Personal Jurisdiction

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

Section 11. Authority to Execute.

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

Section 12. Counterpart Originals.

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

[Signature Page to Follow]

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

CITY OF RICHLAND



Jon Amundson, City Manager

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

CITY OF WEST RICHLAND



Brent Gerry, Mayor

Attest:



Stephanie Haug, City Clerk

Approved as to form:



Jessica Foltz, City Attorney

Exhibit A

EXHIBIT A
Scope of Work
City of Richland
Feasibility Study of a Twin Bridges Intertie
September 2024

Background

The City of West Richland (West Richland) is seeking a second intertie to the City of Richland’s (Richland) water system. West Richland has received developer interest in the area north of Ruppert Road within West Richland’s retail service area and Urban Growth Boundary. The property will require a booster pump station (BPS) for domestic water delivery from Richland.

West Richland has obtained additional water rights from the Washington State Department of Ecology from the Lake Roosevelt reservation for 12 cubic feet per second (cfs) and up to 3,000 acre-feet per year from the Columbia River. Lake Roosevelt water rights are fee-based and rely upon a water service contract to reimburse the State’s cost for developing the water supply. West Richland estimates that this water supply could serve an estimated 6,500 to 7,000 new homes.

Richland is willing to investigate the availability and cost of extending its distribution system and wheeling some or all of the new water right out of its Horn Rapids service area to a new West Richland BPS on Twin Bridges Road just north of the Horn Rapids Ditch.

Richland has asked RH2 Engineering, Inc., (RH2) to perform a water system analysis of the Richland water system and identify both the short and long-term capital requirements to provide wheeled water to the BPS location.

RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by Richland and others in relation to this Scope of Work. The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by Richland and RH2. Deliverables will be provided in electronic format (PDF) unless otherwise noted.

Task 1 – Project Management

Objective: Manage RH2’s project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries.

Approach:

- 1.1 Provide direction, oversight, and coordination to the RH2 project team.
- 1.2 Prepare monthly invoices, schedule, and budget status summaries.

RH2 Deliverables:

- Monthly invoices and budget status summaries in electronic PDF.
- Communication with Richland on the project schedule.

Task 2 – Existing Capacity Evaluation

Objective: Determine the existing surplus supply capacity of Richland’s existing sources and within Richland’s Horn Rapids Zone.

Approach:

- 2.1 Obtain and evaluate supervisory control and data acquisition (SCADA) data for the maximum day and peak hour demands in 2023 and 2024 for the Horn Rapids BPS and Reservoir.
- 2.2 Obtain and evaluate daily source capacity data for Richland’s Saint Street Water Treatment Plant (WTP) and North Richland UV Facility for June through August of 2023 and 2024.
- 2.3 Perform a capacity analysis of the Horn Rapids Pressure Zone and Richland’s source capacity per the requirements of the Washington State Department of Health (DOH) design and planning manuals.
- 2.4 Populate Richland’s water system calibrated model currently operated by RH2 with maximum day demands based on 2023 and 2024 summer data. Perform hydraulic analyses to determine the remaining capacity of existing conveyance routes to and within the Horn Rapids Pressure Zone.
- 2.5 Report the existing and remaining capacity of Richland’s existing facilities and conveyance routes related to the Horn Rapids pressure Zone on a gallons per day basis.

Assumptions:

- *The limited updates to the water system model included in this Task will allow the model to run scenarios regarding the improvements necessary to meet the short and long-term capital requirements for supplying the West Richland BPS for some or all of the wheeled water.*
- *Results of this task will be used as the basis of evaluating the growth potential in Task 3.*

Provided by Richland:

- Updated operational reports from Richland operations.
- SCADA data from Horn Rapids BPS and Reservoir.

Task 3 – Evaluate Capacity and Growth Potential in Horn Rapids Service Area

Objective: Compare near-term and long-term demands caused by growth in Richland’s Horn Rapids service area.

Approach:

- 3.1 Estimate the developed area of single-family residential, multi-family residential, and commercial land uses in the Horn Rapids Pressure Zone. Estimate the 2023 and 2024 water usage of each customer class. Determine the demand per acre of each customer class.
- 3.2 Estimate the undeveloped area and identify the projected demand at buildout within the Horn Rapids Pressure Zone using the demand per acre data determined in subtask 3.1. *Demands will be based on similar development densities and current zoning.*

- 3.3 Evaluate the annual growth in the past 5 years in the Horn Rapids service area for residential, multi-family, and commercial areas on a per-acre basis to approximate the anticipated growth in the next 5 years.
- 3.4 Attend one (1) meeting with Richland staff to review the demands per acre and the impact of current zoning. Assist Richland with the rate of development projection. Consider the potential locations and timing for including up to two (2) large (1 million gallons per day each) commercial or industrial users in the Horn Rapids Pressure Zone. *No meeting minutes will be prepared as part of this meeting.*

Provided by Richland:

- Attendance at review meeting.

RH2 Deliverables:

- Preparation of tables and figures for and attendance at review meeting.

Task 4 – Model Future Near-Term Water System Demands

Objective: Analyze improvement alternatives to serve the Richland Horn Rapids development and up to 12 cfs conveyance to West Richland. Document recommendations in a technical memorandum.

Approach:

- 4.1 Determine the trigger points based on the results of Tasks 2 and 3 for growth that may cause supply, transmission, or storage improvements within the Horn Rapids Pressure Zone and/or treatment and transmission between Richland’s sources and the Horn Rapids BPS. Three (3) planning periods with recommended improvements are anticipated to be evaluated:
- a) Supply approximately one-third of the West Richland requested capacity and one-third of the future development in the Horn Rapids Pressure Zone after the existing surplus capacity is exhausted.
 - b) Supply approximately two-thirds of the West Richland requested capacity and two-thirds of the future development in the Horn Rapids Zone.
 - c) Attain the full 12 cfs conveyance to West Richland and buildout within Richland’s Horn Rapids Pressure Zone.
- The one-third and two-thirds capacity thresholds in items a) and b) are meant to guide the extent of improvements necessary for each planning period. Different thresholds may be used and will be discussed between RH2, Richland, and West Richland prior to progressing.*
- 4.2 Identify improvement recommendations for each of the three (3) planning periods identified in subtask 4.1. Perform tabular storage and supply capacity analyses to determine the additional storage volume and supply rate needed for the Richland water system and/or Horn Rapids Pressure Zone for each planning period. Perform steady-state analyses in Richland’s hydraulic water model to determine transmission improvements (if any) and resulting flows and pressures available at key locations in the Richland water system for each planning period.

Analyses will be compared with the minimum Richland, DOH, and/or Washington Administrative Code (WAC) requirements within the proposed development.

The extent of the improvement alternatives for each planning period is difficult to quantify without performing the capacity and hydraulic analyses described in this subtask. Twelve (12) hours of a Professional Engineer's time have been allocated for each of the three (3) planning periods to quantify and size the improvement recommendations for each planning period, resulting in thirty-six (36) hours included for this subtask.

- 4.3 Prepare an Engineer's opinion of probable construction cost (OPCC) for the proposed improvements identified for three (3) planning periods. *Facility costs and water main unit costs will be estimated for planning and budgeting purposes to identify order-of-magnitude costs for each alternative.*
- 4.4 Provide an email summary of initial findings to Richland. Meet with Richland at City Hall to discuss initial findings and recommendations prior to incorporation into a draft technical memorandum. *No meeting minutes will be prepared as part of this meeting.*
- 4.5 Prepare a draft technical memorandum to summarize the results of the analyses and the recommendations, including screenshots of the hydraulic analysis results from Richland's hydraulic model and the OPCC, and provide to Richland and West Richland for review. Attend one (1) meeting with Richland and West Richland staff at Richland City Hall to discuss the results of the analyses and review the recommendations. *No meeting minutes will be prepared as part of this meeting.*
- 4.6 Revise the analyses, recommended improvements, and technical memorandum per review comments from Richland and West Richland. *Since this item is highly variable in nature, an initial allocation of eight (8) hours of a Professional Engineer's time has been included for this subtask. If acceptable improvement alternatives cannot be determined within this initial allocation, RH2 will coordinate with Richland to determine the next steps, which may include a contract amendment.*
- 4.7 Finalize the technical memorandum documenting the results of the analyses.

Provided by Richland:

- Timely review and comments on emailed initial findings, draft technical memorandum, and attendance at review meetings.

RH2 Deliverables:

- Preliminary map of transmission and facility improvements, and pressure zones with tabulation of supply requirements and service pressures.
- Attendance at two (2) review meetings with Richland.
- Initial findings email.
- Draft and final technical memorandum.

Project Schedule

RH2 is prepared to begin work within four (4) weeks of written authorization to proceed. Tasks 2 and 3 are anticipated to be complete within five (5) weeks after written authorization to proceed. The draft technical memorandum is anticipated to be delivered within two (2) weeks of meeting with Richland as part of Subtask 4.4. The final technical memorandum is anticipated to be delivered within two (2) weeks of obtaining Richland and West Richland review comments.

EXHIBIT B

Fee Estimate

City of Richland

Feasibility Study of a Twin Bridges Intertie

Sep-24

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management	12	\$ 2,804	\$ -	\$ 70	\$ 2,874
Task 2 Existing Capacity Evaluation	22	\$ 5,726	\$ -	\$ 143	\$ 5,869
Task 3 Evaluate Capacity and Growth Potential in Horn Rapids Service Area	15	\$ 4,028	\$ -	\$ 101	\$ 4,129
Task 4 Model Future Near-Term Water System Demands	96	\$ 24,330	\$ -	\$ 608	\$ 24,938
PROJECT TOTAL	145	\$ 36,888	\$ -	\$ 922	\$ 37,810

EXHIBIT C		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$166	\$/hr
Professional II	\$182	\$/hr
Professional III	\$202	\$/hr
Professional IV	\$223	\$/hr
Professional V	\$237	\$/hr
Professional VI	\$256	\$/hr
Professional VII	\$274	\$/hr
Professional VIII	\$285	\$/hr
Professional IX	\$303	\$/hr
Technician I	\$129	\$/hr
Technician II	\$142	\$/hr
Technician III	\$160	\$/hr
Technician IV	\$174	\$/hr
Technician V	\$191	\$/hr
Technician VI	\$209	\$/hr
Technician VII	\$227	\$/hr
Technician VIII	\$237	\$/hr
Administrative I	\$86	\$/hr
Administrative II	\$101	\$/hr
Administrative III	\$118	\$/hr
Administrative IV	\$141	\$/hr
Administrative V	\$166	\$/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
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

RESOLUTION NO. 2024-141

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
CITY OF WEST RICHLAND FOR ENGINEERING SUPPORT
SERVICES FOR THE HORN RAPIDS WATER INTERTIE.**

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

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the cities of Richland and West Richland entered into an amended Wholesale Water Service Agreement whereby Richland provides potable water to West Richland through a metered intertie connection in south Richland; and

WHEREAS, West Richland proposes a new water intertie with Richland located in the Horn Rapids area of Richland at Twin Bridges Road in order to meet future water demand; and

WHEREAS, Richland maintains an on-call water modeling contract with an engineering services vendor to perform modeling of Richland's water system when new water demands are proposed; and

WHEREAS, both cities desire to utilize Richland's on-call water modeling to forecast future water system upgrades and modifications to Richland's Water System Plan to support a new water intertie; and

WHEREAS, West Richland will reimburse Richland for all expenses incurred to perform this service; and

WHEREAS, a future amendment to the Wholesale Water Service Agreement is required to establish agreement for the required water system upgrades to support a new intertie; and

WHEREAS, Richland's best interests are served by entering into an agreement to establish the terms of the partnership with West Richland for a future water intertie.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of West Richland for water system modeling for the Horn Rapids water intertie.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa A Richardson
Theresa Richardson, Mayor

Attest:

Jennifer Rogers
Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley
Heather Kintzley, City Attorney