



Agenda
City Council Regular Meeting
Tuesday, March 7, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Swearing-In of Richland Police Officer Trevor Mead
 - Brigit Clary, Chief of Police
2. 2022 Supporting The Arts in Richland (STAR) Award Presentation and Annual Arts Commission Presentation
 - Laura Hester, Parks & Public Facilities Director
 - Jet Richardson, Arts Commission Chair
 - Jeff Kissel, Arts Commission Vice-Chair
3. 2023 Parks & Recreation Commission Goals
 - Laura Hester, Parks & Public Facilities Director
 - Jim Buelt, Parks & Recreation Commission Chair
4. Richland Police Department Annual Report
 - Brigit Clary, Chief of Police
5. Fire & Emergency Services Annual Report
 - Tom Huntington, Fire Chief, Randy Aust
6. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk distribution.

7. Adopting the HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) Allocation Plan, Resolution No. 2023-37
 - Kerwin Jensen, Development Services Director

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

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

8. Approval of the following Richland City Council Meeting Minutes:
 - February 21, 2023 City Council Regular Meeting
 - February 21, 2023 City Council Special Workshop Meeting
 - February 28, 2023 City Council Workshop Meeting
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

9. Ordinance No. 2023-03, Vacating a Portion of Windmill Road Right-of-Way and Accepting a Dedication Deed for New Windmill Road Right-of-Way
 - Pete Rogalsky, Public Works Director

Resolutions - Adoption:

10. Resolution No. 2023-30, Authorizing a Consultant Agreement with Federal Engineering, Inc. for Project Management and Engineering Services Related to the Bi-County VHF Radio System Replacement Project
 - Tom Huntington, Fire Chief
11. Resolution No. 2023-31, Authorizing Submission of Comments to the United States Army Corps of Engineers for the Yakima River Delta Habitat Restoration Project
 - Joe Schiessl, Deputy City Manager
12. Resolution No. 2023-32, Authorizing a Work Crew Agreement with Benton County
 - Joe Schiessl, Deputy City Manager
13. Resolution No. 2023-33, Authorizing a Purchase and Sale Agreement for 1,344 Square Feet of Surplus Property in Claybell Park
 - Kerwin Jensen, Development Services Director
14. Resolution No. 2023-34, Authorizing a Consultant Agreement with DKS Associates for the Speed Limit Setting Policy Study
 - Pete Rogalsky, Public Works Director
15. Resolution No. 2023-35, Authorizing Participation in Five New Opioid Settlement Agreements Negotiated by the Washington State Attorney General's Office
 - Heather Kintzley, City Attorney
16. Resolution No. 2023-36, Authorizing a Consultant Agreement with Maul Foster & Alongi, Inc. for Characterization and Visioning for the Former Landfill within Tracts D of the Plat of Columbia Point
 - Laura Hester, Parks & Public Facilities Director

Items - Approval:

Expenditures - Approval:

Items of Business:

17. Resolution No. 2023-37, Adopting the HOME Investment Partnerships American Rescue Plan (HOME-

ARP) Allocation Plan

- Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.

RICHLAND
POLICE
DEPARTMENT



NEW HIRE ANNOUNCEMENT

Lateral Officer Trevor Meads



Trevor Meads comes to RPD from Arlington, Texas where he was born and raised. In 2019, Trevor graduated with his bachelor's degree in Exercise Science from Southern Nazarene University (Oklahoma City, OK) and also joined the Arlington, TX Police Department that year. Trevor married a Kennewick native he met in college who recently graduated with her Doctorate in Physical Therapy and will begin her career. They are moving to the Tri-Cities to be closer to family and to settle down to raise a family. Trevor enjoys bike riding, exercising, cooking and the great outdoors. Trevor looks forward to continuing his law enforcement career with RPD and getting to know fellow police officers, professional staff and our community.

INTEGRITY | TEAMWORK | EXCELLENCE





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Presentations

Core Focus Area 5 - Maximize Community Amenities

Subject:

2022 Supporting The Arts in Richland (STAR) Award Presentation and Annual Arts Commission Presentation

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Each year, the Richland Arts Commission presents two STAR [Supporting The Arts in Richland] awards recognizing outstanding contributions to the arts in our community. Nominations are submitted by community members; one award is given to an organization and one award given to an individual.

Following the presentation of the STAR Awards, the Richland Arts Commission will provide its annual presentation.

Fiscal Impact: None

Attachments:

- I. Arts Commission Annual City Council Presentation



Arts Commission Annual Report City of Richland 2022-2023

Richland Arts Commission

David Boothroyd, Jeff Kissel, (Emilie Cooper), Colette Miller, Terri Rice, Jet Richardson, Harry Staven, Talia Wolfgramm

Staff Liaison

Julie Jackson (Parks & Public Facilities)

Council Liaison

Ryan Whitten



Highlights from 2022

CITY OF RICHLAND
WASHINGTON

Guided by 2020's Citizen Survey as Inspiration...

- The beginnings of **Sustained Funding** for Arts & Culture
- New Art in Blank Vertical Spaces: **Carol Woodruff Fountain**
- Progress on **Queensgate Roundabouts**



Reminder: Citizen Survey

CITY OF RICHLAND
WASHINGTON

May 25 2021: Your Arts Commission presented the results from the **2020 Citizen Survey** regarding **Public Art**.

Remember, the 5 takeaways:

- People want **art just to have art** and to feel like they live in an inspired creative community
- **The community wants the City of Richland to help fund art** along with Partnerships including State, Federal, and Private funding. [#DiverseFundingPartnerships](#)
- Prefer wall **murals**, sculptures, and architectural features in / on / around buildings, in parks, or along paths [#ArtInBlankVerticalSpaces](#)
- Folks prefer **Public Art they can walk up to**, enjoy at their own pace, and in “unexpected places” [#SlowArtMovement](#)
- The community wants to **support local artists!** [#ArtLocal](#)





Sustained Funding

CITY OF RICHLAND
WASHINGTON

#DiverseFundingPartnerships

- **Expanded Program Requests totalling \$110,000 for Arts & Culture**
- Council and Staff have heard its citizens and are beginning to invest in the future of Arts & Culture in the Tri-Cities.
- Funding is nominally dedicated toward a few capital projects, but the detailed **manifestation of those projects are up to City Staff, the Arts Commission, and the General Public** creating flexibility in our ability to harness opportunities as they arise.
- Bridges “the gap:” diversifies the available sustained funding options! **Project-based funding is still available**, and we’re **still exploring taxed-based options for council** as well.



*Commissioner Kissel with 8th LD State Legislators
at feb 8th Arts Science & Heritage Day*





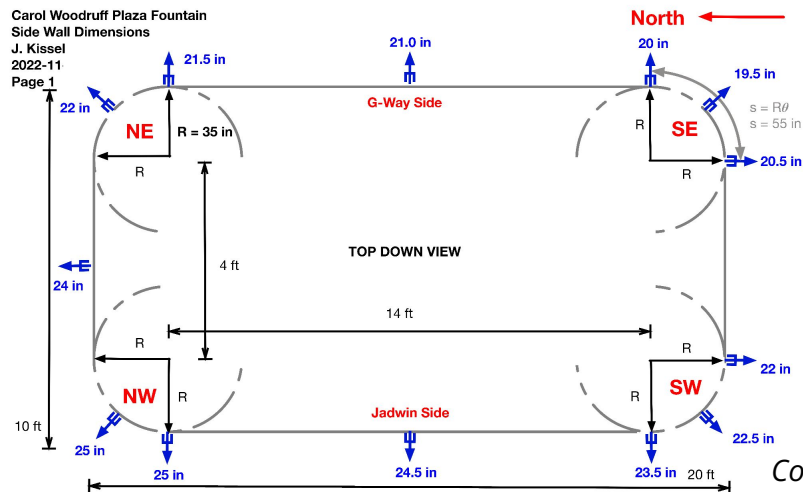
Carol Woodruff Plaza Fountain

CITY OF RICHLAND
WASHINGTON

#ArtInBlankVerticalSpaces

Phase 1 (2023) – Mosaic tile on the exterior walls

- Commissioners presented preliminary design at Council Workshop on Oct 25 2022
- Collaborative design between Alison Manka and Arts Commissioners now complete!
- Fully funded as a part of ~\$110k from Expanded Program Request**
- Installation slated for Spring/Summer 2023



Commissioner Kissel did some math!



*Carol Woodruff Plaza Fountain in
the Parkway*



Queensgate Artwork

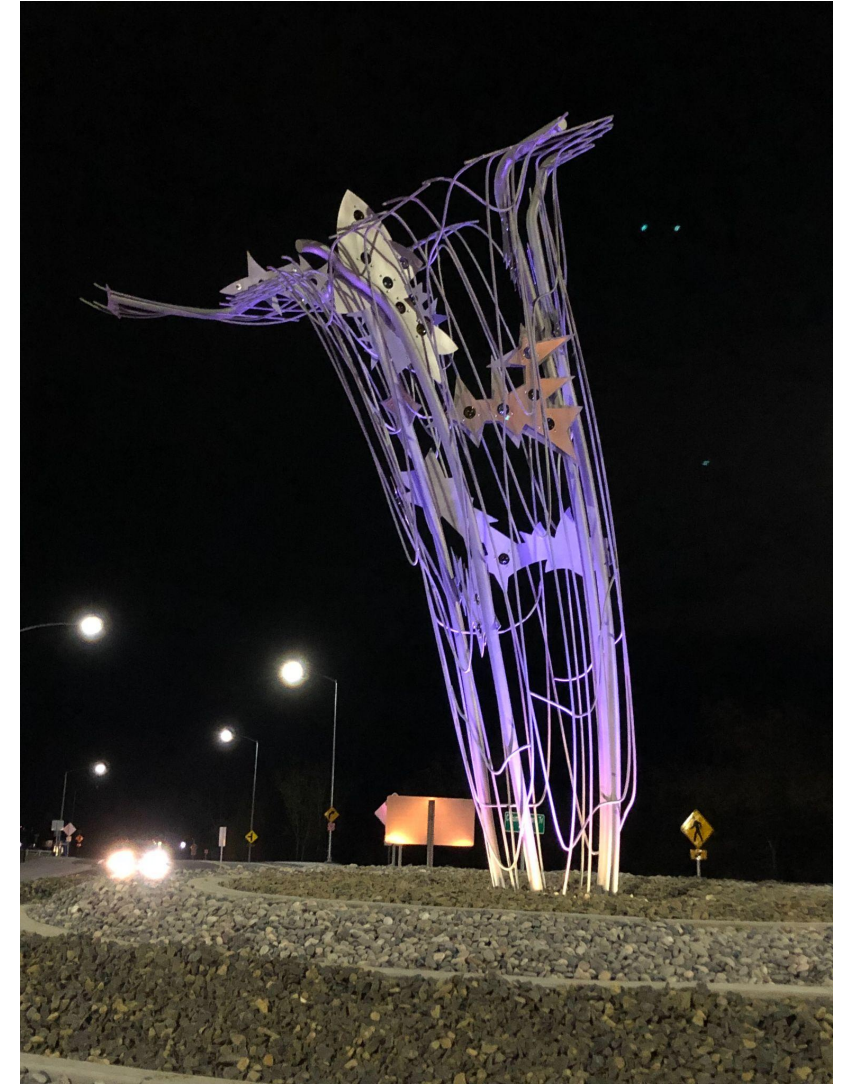
CITY OF RICHLAND
WASHINGTON

#SlowArtMovement



"Waves of Viticulture"
Queensgate @ I-182

- Will be relocated from current location
- Will have a home where one can walk up to it and really appreciate the detail / craftsmanship
- Can provide educational material about its design intent / meaning
- Gives us a chance to fill in the Queensgate roundabouts with something more appropriate for the scale and location
- **Move to be funded with portions of ~\$110k from Expanded Program Request**



"Fishing for Gravity"
Queensgate @ Columbia Park Trail



2023 Work Plan: Highlights

CITY OF RICHLAND
WASHINGTON

- **Murals in Upcoming Fitness Court** in Howard Amon Park
- Establish further **plans for Expanded Program Request dollars**
- Continue **supporting local arts** through adjudication
- **Art Map** Layer on the City's GIS Parks and Public Facilities Map
- Continue **local and regional arts community engagement**
- Consider paths forward towards a **Strategic Art Plan**

Head to Art Commission page on City of Richland Website for full 2023 Work Plan

<https://www.ci.richland.wa.us/government/boards-commissions-and-committees/arts-commission>



Fitness Court

#ArtLocal



- National Fitness Campaign **Fitness Court to be installed in Howard Amon Park in Summer 2023**
- Exciting **Opportunity for Local Artists** in Richland – one side of the wall may covered entirely with art
- **Call for Art in Late-March / Early-April 2023**, with Arts Commission selecting the winner during mid-April workshop
- Artist to receive **\$5000 commission** and **National Recognition** on NFC's webpage

Insert Local Tricitizen Artist Here!!





Your '22-'23 Arts Commission

CITY OF RICHLAND
WASHINGTON



Richardson



Rice



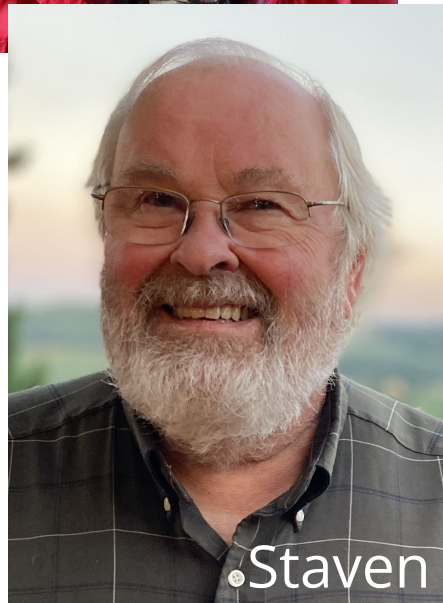
Jackson



Wolfgramm



Kissel



Staven



Boothroyd



Miller

Here's to another great year in Art!



Bonus Slides!



Sister City Program

CITY OF RICHLAND
WASHINGTON

Hsinchu,
Taiwan

新竹



- Established **sistership** in June 6, 1988, including an annual gift **exchange of arts and artifacts**
- Art and artifacts are now a part of a **permanent display** in the richland Public Library
- **Commissioners** Jet Richardson and Emilie Cooper helped City Staff and Tri-Cities Chinese American Society members **curate and translate content for display**



Yin Hsi East Gate in Hsinchu City

Photo Credit: Tourism Bureau, Republic of China (Taiwan)

<https://eng.taiwan.net.tw/>



Arts, Heritage, Science Day

CITY OF RICHLAND
WASHINGTON

SHOW UP FOR CULTURE



Arts, Heritage, Science
Week 2023
February 6-10 | In Person & Virtual



INSPIRE WASHINGTON

Opening doors to science, heritage, and the arts.

INSPIRATION
LEAGUE



- Advocating for continued state-level COVID19 relief funding for Creative Economy & Cultural Sector (\$25M) in 2023-2025 state budget.
 - **Richland Arts organizations** (Mid-Columbia Mastersingers) have required some previous to remain afloat during the pandemic.
- State Senate Bill [5612](#), State House Bill [1575](#) sponsors procedure change to 2015 state law allowing for **councilmanic approval** of sales or property taxed-based funding for arts, cultural, and scientific programming
 - If passed: **Richland City Council**, on behalf of Richland Citizens, **gains the ability to enact cultural access funding**, rather than a city-staff time intensive and costly ballot item on a special election.
- Calling attention to the gaps in Governor's version of 2023-2025 biennium Request vs. Original Legislative ask.
 - **Richland Players Theatre** – is 19th on the [requested list of capital project funding](#) in the [Buildings for the Arts](#) grant program, Governor's budget thus far only granted Top 16.
- Advocating for the support of the Office of Superintendent of Public Instruction's [2023-25 Legislative Budget Requests](#),
 - Included in [Increasing Student Access to Hands-on Science Opportunities](#), is **\$2.036 million** funding for **Richland's new LIGO Exploration Center** to flesh out interactive exhibits in 2024.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Presentations

Core Focus Area 5 - Maximize Community Amenities

Subject:

2023 Parks and Recreation Commission Goals

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:
Presentation only.

Summary:

The 2023 Parks and Recreation Commission (PRC) goals and annual presentation will be presented by PRC Chair Jim Buel. Jim will highlight Parks and Recreation Commission 2022 activities, successes, and recently approved 2023 (PRC) goals.

Fiscal Impact: None

Attachments:

I. 2023 Parks & Presentation Commisison Goals



Parks and Recreation Commission Annual Presentation to Council

What have we done and where are we going?

March 7, 2023



PRC Commission Members

Jim Buelt Chair

Samantha Mason Vice Chair

Maria Gutierrez

Isaac Arnquist

Jana Kay Lunstad

Gage Heaton

Heather Cunningham

Youth Members:

Harriet Dalton

Srithan Thallapally

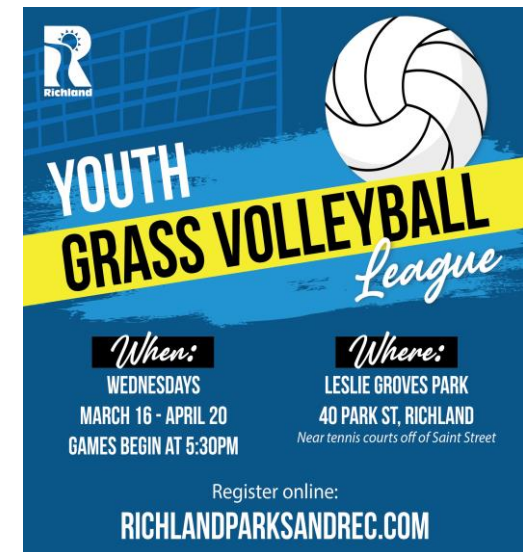
2022 In Review

Parks and Programs More Popular than Ever Post COVID Restrictions

- Youth and Adult Sports
- Pop Up Play Days
- Festival of Lights
- Arts in the Park

Still Dealing With Some Issues

- Toxic algae bloom
- Undesireable activities
- Hanford Legacy Park on hold

A poster for the Youth Grass Volleyball League. It features the Richland logo in the top left corner and a volleyball in the top right corner. The text 'YOUTH GRASS VOLLEYBALL League' is prominently displayed in the center. Below this, the schedule and location are listed: 'When: WEDNESDAYS MARCH 16 - APRIL 20 GAMES BEGIN AT 5:30PM' and 'Where: LESLIE GROVES PARK 40 PARK ST. RICHLAND Near tennis courts off of Saint Street'. At the bottom, it says 'Register online: RICHLANDPARKSANDREC.COM'.

Park Safety

- Recommendation to Council for early closure for selected parks
- Public Input Sought
- Implementation at Top of the World Park has significantly abated incidents



West Village Park

- Phase 1 Design Input
- Amenities
 - Multi purpose fields
 - Softball field
 - Water Features
 - Playground



Leslie Groves

- Non Motorized Boat Zone Implemented
- Short term Maintenance Plan Documented
- Long term plan for undeveloped southern section



- Enduring Partnership with Friends of Badger
- Master Plan Reviewed with Public Input



Park Partnership Program

- Five new projects selected
 - Allied Arts Association – landscaping
 - G6 – Pumptrack design
 - Horn Rapids Motorsports – electrical upgrades
 - Richland National Little League – safety netting
 - Tri Cities Radio Control Modelers – expanded facilities



2023 – What's in Store?

- Enhanced Student Involvement
- Recommendations For Water Play Amenities
- Leslie Groves Maintenance Practices
- Algae Bloom Mitigation
- Collaboration with other Commissions
- Resource Management and Sustainability
- Enhance Public Enjoyment and Participation
 - Abatement of Undesireable Activities



Backup Slides



2023 Goals and Objectives

Goal 1 – Work with staff in their effort to provide programs and recreational activities for Richland. (SLP Focus 3 & 5)

Objective 1 – As a result of Visit Tri Cities recommendations to expand Hanford Legacy Park, continue to advocate field development to City Council as proposed in the Capital Improvement Plan to meet the growing needs for multipurpose fields.

Objective 2 – Enhance student involvement through PRC youth memberships and student roundtable discussions to develop volunteer opportunities, recreation ideas, and recreation programming.

2023 Goals and Objectives

Objective 3 – Develop recommendations for improvements, new facilities, and partnerships for aquatic amenities.

Objective 4 – Provide additional community engagement opportunities with the Commission to promote communication and public outreach.

Objective 5 – Become better informed on Park Partnerships to help identify gaps and make relevant recommendations.

Objective 6 – Collaborate with other relevant commissions via workshop or annual meeting to strive for better alignment.



Goal 2 – Support staff in identifying and prioritizing unique natural habitat, ecologically sensitive areas, significant landforms, and appropriate native vegetation areas to protect as natural open spaces (SLP, Focus 4)

Objective 1 – Partner with stakeholders to make recommendations for the maintenance, long term development, and land use designation of Leslie Groves Park south of Snyder Street and north of Hains Levee comfort station.

Objective 2 – Advocate potential mitigation strategies for toxic algae bloom by supporting the regional, scientific approach of relevant agencies.

Goal 3 – Promote user friendliness and safety in Richland Parks and Recreation facilities by reviewing safety data and use of facilities. (SLP, Focus 6)

Objective 1 – Examine public survey results regarding safety in Richland Parks, Trails, and Recreation Facilities, including bicycle and pedestrian safety, to determine a path forward for implementation.

Objective 2 – Provide review and support to staff on updates to policies and procedures.

Objective 3 – Develop recommendations to discourage inappropriate or illegal activities and promote responsible use in parks and their associated facilities, including communication techniques to the public.



P&RC Goal 4 Identify and conserve the significant natural resources that provide citizens an exceptional quality of life while balancing the realities of accommodating a growing community (Strategic Leadership Plan Focus 4).

Objective 1 – Identify opportunities and advocate for improved resource management and sustainability in the parks and associated facilities (e.g. recycling, repurposing, energy use, water use).

2022 Goals and Objectives

- **P&RC Goal 1 – Work with staff in their effort to provide programs and recreational activities for Richland. (Strategic Leadership Plan Focus 3 & 5)**
- Objective 1 – As a result of Visit Tri Cities recommendations to expand Hanford Legacy Park, review and modify the Master Plan to meet the growing needs for multipurpose fields and continue to advocate field development to City Council as contemplated in the Capital Improvement Plan.
- Objective 2 –Work with staff to develop a Master Plan for West Village Park in preparation for start of construction in summer 2022.
- Objective 3 – Enhance student involvement through PRC youth memberships and student roundtable discussions to develop volunteer opportunities, recreation ideas, and recreation programming.
- Objective 4 – Develop recommendations for aquatic and water play amenities

2022 Goals and Objectives

- **P&RC Goal 2 – Support staff in identifying and prioritizing unique natural habitat, ecologically sensitive areas, significant land forms, and appropriate native vegetation areas to protect as natural open spaces (Strategic Leadership Plan Focus 4)**
- Objective 1 – Partner with Friends of Badger Mountain to establish the long-term vision and Master Plan for the Little Badger Mountain trail system.
- Objective 2 – Review the maintenance agreements of relevant park partners to identify and recommend best practices with such groups as Friends of Badger and Tapteal Greenway Association.
- Objective 3 – Partner with stakeholders to make recommendations for the maintenance, long term development and land use designation of Leslie Groves Park south of Snyder Street and north of Hains Levee comfort station.

2022 Goals and Objectives

- **P&RC Goal 3 – Promote user friendliness and safety in Richland Parks and Recreation facilities by reviewing safety data and use of facilities. (Strategic Leadership Plan 6)**
- Objective 1 – Develop and implement a survey or other methods to obtain public input regarding safety in Richland Parks, Trails, and Recreation Facilities.
- Objective 2 –Coordinate with City staff in establishing respectful cycling (e.g. education, speed, signage, and restrictions) on Richland Shared Use Pathways.
- Objective 3 – Review, revise, and update document regarding naming and memorializing significant landmarks, etc.
- Objective 4 – Advocate potential mitigation strategies for toxic algae bloom by implementing a regional, scientific approach with relevant agencies.
- Objective 5 – Review and support implementation of the City’s American Disabilities Act Transition Plan
- Objective 6 – Develop recommendations for after-hours usage of parks and their associated facilities, including the exploration of technology solutions.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Presentations

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness
Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Fire & Emergency Services Annual Report

Department/Office

Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Chief Huntington and Deputy Chief Aust will provide a summary of Fire & Emergency Services' system performance, achievements and projects for calendar year 2022, as well as a look ahead for 2023 and 2024.

Fiscal Impact:

No fiscal impact

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the following Richland City Council Meeting Minutes:

- February 21, 2023 City Council Regular Meeting
- February 21, 2023 City Council Special Workshop Meeting
- February 28, 2023 City Council Workshop Meeting

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on February 21, 2023, the City Council special workshop meeting held on February 21, 2023, and the City Council workshop meeting held on February 28, 2023.

Summary:

Draft minutes from the following meetings are presented for the City Council's consideration and approval:

- February 21, 2023 City Council regular meeting minutes
- February 21, 2023 City Council special workshop meeting minutes
- February 28, 2023 City Council workshop meeting minutes

Fiscal Impact: None.

Attachments:

1. Draft February 21, 2023 City Council Meeting Minutes
2. Draft February 21, 2023 City Council Special Workshop Meeting Minutes
3. Draft February 28, 2023 Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, February 21, 2023

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

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

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

Welcome and Roll Call

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

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke and Whitten were present.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester, Transportation & Development Manager D'Alessandro, Deputy Fire Chief Aust, and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Swearing-In of Richland Police Officer Eduardo Martinez

Chief of Police Clary introduced newly commissioned Police Officer Eduardo Martinez and administered the Oath of Office. Following the swearing-in of Officer Martinez, Monica Malhan, President of the Richland Police Department Foundation, presented Officer Martinez with a welcome basket on behalf of the Richland Police Department Foundation and welcomed him to the community.

2. Benton Resource Initiative Grant

Lori Mattson, President & CEO of Tri-City Regional Chamber of Commerce, announced

the Tri-City Regional Chamber of Commerce entered into an agreement with Benton County on June 2022 in support of the Benton Resource Initiative (BRI) grant program. Ms. Mattson explained that BRI, which launched on October 1, 2022, is designed to provide grant assistance to local small businesses in Benton County that were negatively impacted by COVID-19.

BRI offers businesses five (5) grant funding options consistent with the categories outlined by the American Rescue Plan Act (ARPA). Contingent on qualification requirements, local small businesses may be eligible to receive \$3,000 to \$30,000 in grant funds.

Ms. Mattson briefly touched on applicant demographics and described the various business sectors represented. Ms. Mattson also discussed business eligibility requirements. Detailed information, including how to apply for a BRI grant, is included in Ms. Mattson's PowerPoint presentation and at bentonbri.com.

In addition to the BRI, the Tri-City Regional Chamber of Commerce has a full-time Business Resource Navigator whose primary role is to connect business owners with available resources.

At the conclusion of the presentation, Ms. Mattson responded to questions from Council.

3. 2022 Development Services Year In Review

With the aid of a PowerPoint presentation, Development Services Director Jensen provided the annual department update on activities handled by the Development Services Department in 2022. Activities included: construction, planning, zoning, annexation, land uses, CDBG/HOME grants, business license reserve funds, and economic development projects. Following the presentation, Council engaged in a question-and-answer session with staff.

4. Advanced Metering Infrastructure (AMI) Update

Deputy City Manager Schiessl provided an update on the AMI project with a focus on project challenges associated with the transition phase of the meters, and the steps taken to remedy the challenges.

Deputy City Manager Schiessl shared two main reasons why some customer bills have been higher than anticipated. The first reason is because hundreds of meters were billed based on estimated readings instead of actual readings. Estimates used for utility billing generally tie to the customer's usage last year during the same month. Because November and December were not as cold in 2021 as they were in 2022, the bills that were issued based on 2021 estimates reflected much lower usage. When the actual readings were finally billed, the difference between estimated consumption and actual consumption was significant in many cases, causing a higher than average payment due.

The second reason bills are reporting higher than average is because mechanical meters slow over time, which prevents capturing accurate consumption data. When an old mechanical meter is upgraded to a digital meter, an accurate capture of usage data is transmitted for billing.

In addition to explaining the basis behind the higher than average bills, Deputy City Manager Schiessl thanked customers for their patience as the City continues to remedy technological issues identified during the implementation process. Installation of new equipment is on hold until existing issues are remedied. The City is committed to restoring customer trust and meeting expectations by prioritizing excellent service to customers affected by meter reading errors.

Additional information can be found in Deputy City Manager Schiessl's PowerPoint presentation and by visiting the City's website ([City of Richland AMI ClearGov](#)). City Manager Amundson added that separate from the utility bill, he will personally compose a letter to be mailed to each utility customer with an update on the AMI project. Council offered comments and suggestions then engaged in a question-and-answer session with staff.

Public Hearing

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

5. Vacating a Portion of the Windmill Road Right-of-Way

Mayor Christensen opened and closed the public hearing at 7:26 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Reverend Jane Schmoetzer - 1322 Kimball Avenue, Richland, WA: Reverend Schmoetzer, Rector/Senior Pastor of All Saints' Episcopal Church, spoke of the church's experience serving as an emergency warming shelter from December 22, 2022 through January 2, 2023. Pastor Schmoetzer stated most daytime shelters were closed during the holiday season which left those in need of shelter with no alternatives.

Pastor Schmoetzer spoke highly of the volunteerism displayed by congregants and community members. In conclusion, Reverend Schmoetzer stated the church intends to partner with other local churches and agencies to develop a response to assist those in need of shelter.

- Julie Wiley - 1322 Kimball Avenue, Richland, WA: Ms. Wiley, Senior Warden of All Saint's Episcopal Church, spoke of the church's experience as a recent emergency

warming center. Ms. Wiley asked the City to collaborate with All Saints' Episcopal Church in establishing long-term solutions for the community's homeless population.

- Ryan Tucker - 24907 Dallas Road, Richland, WA: Mr. Tucker asked Richland City Council to favorably consider his petition for annexation into the city limits. Mr. Tucker owns 1.83 acres of property legally described as Lot 3 pf Short Plat 739 that is contiguous to the City of Richland. Mr. Tucker is actively pursuing the annexation process.
- Cameron Anderson - 319 Shaw, Richland, WA: Mr. Anderson stated that the City completed a road resurfacing project in his neighborhood in August 2022, but the aggregate was not cleaned up after completion of the project. Mr. Anderson shared that he has attempted to get the attention of city staff on this issue to no avail. Mr. Anderson brought a canister of aggregate swept from the front of his residence to show to City Council, and asked for assistance. Lastly, Mr. Anderson spoke highly of the improved customer service in the City's building inspection division.

Consent Calendar

City Clerk Rogers read the Consent Calendar as follows:

Minutes

6. Approval of the February 7, 2023 City Council Regular Meeting Minutes

Ordinances - First Reading

See Items of Business.

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

7. Resolution No. 2023-15, Authorizing a Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with Rowe Holdings LLC for 1531 Tapteal Drive
8. Resolution No. 2023-20, Authorizing Award of Bid for the Haines Avenue and Goethals Drive Stormwater Quality Retrofit
9. Resolution No. 2023-21, Authorizing a Consultant Agreement with Fitch & Associates, LLC for a Standards of Cover Study

10. Resolution No. 2023-23, Approving the Final Plat of Skyline South
11. Resolution No. 2023-24, Authorizing the Circulation of a Petition Proposing Annexation of 1,643 Acres in the North Horn Rapids Industrial Park
12. Resolution No. 2023-25, Authorizing a Sixth Amendment to the Consultant Agreement with Shannon & Wilson, Inc. for Wetland Monitoring
13. Resolution No. 2023-26, Accepting a Request for Annexation of 1.83 Acres (Tucker)
14. Resolution No. 2023-27, Authorizing Application and Acceptance for Professional Development Grants from the Washington State Library
15. Resolution No. 2023-28, Authorizing Application and Acceptance for Online Reading Services Grant from the Washington State Library
16. Resolution No. 2023-29, Authorizing a Consultant Agreement with Obsidian Forensics for Behavioral Health Services

Items - Approval

None.

Expenditures - Approval

17. Expenditures from January 1, 2023 to January 31, 2023 for \$24,058,914.14 including Travel Check Nos. 20254-20260, Accounts Payable Check Nos. 308002-308624, Accounts Payable Wire Nos. 9364-9408, Payroll Wires & ACH Nos. 13150-13198 Payroll Direct Deposit & Check Nos. 202906-203985, and Pension Check Nos. 6366-6390

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Items of Business

18. Ordinance No. 2023-03, Vacating a Portion of Windmill Road Right-of-Way and Accepting a Dedication Deed for New Windmill Road Right-of-Way

Transportation & Development Manager D'Allesandro provided an overview of the proposed right-of-way vacation and dedication of new Windmill Road right-of-way that mirrored the details provided in the staff report and associated ordinance.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-03, VACATING A PORTION OF WINDMILL ROAD RIGHT-OF-WAY AND ACCEPTING A DEDICATION DEED FOR

**NEW WINDMILL ROAD RIGHT-OF-WAY FOR FIRST READING, BY TITLE ONLY.
MOTION CARRIED 7-0.**

19. Resolution No. 2023-22, Authorizing an Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Federal Emergency Management Agency (FEMA)

Fire Chief Huntington introduced Deputy Fire Chief Randy Aust, who provided historical background regarding the SAFER grant program. The objectives of the SAFER grant program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies so that communities have adequate protection from fire and fire-related hazards.

In 2018, the City was awarded a three-year SAFER grant to assist with staffing Fire Station 75. The City reapplied for a SAFER grant in 2020 and 2021 but was successful. FEMA will accept Fiscal Year (FY) 2022 SAFER grant applications February 13, 2023 through March 17, 2023, with an anticipated award date starting June 2, 2023 and no later than September 30, 2023. There is no cost share or match limit for the 2022 SAFER grant program.

After Deputy Chief Aust concluded, Chief Huntington reviewed staff's request to submit an application to receive SAFER funding to staff future Fire Station 76 in Badger Mountain South. Next, Chief Huntington provided an overview of the monthly household utility fee rate projections for 2024 - 2028 with and without SAFER funding. The current household rate will hold at \$10 per month through 2023.

Council engaged in a question-and-answer session with staff.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2023-22, AUTHORIZING AN APPLICATION FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT TEAM (FEMA). MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson thanked the City Council for providing input and feedback regarding the AMI project, and committed to providing a progress report in the near future. In the meantime, staff will continue to work on improving communications with customers.

City Council

Councilmember Kent expressed anticipation for the upcoming Strategic Planning retreat. Next, Councilmember Kent reported that at a recent Richland Public Library board

meeting, board members emphasized the continued need for library services, including in the Badger Mountain South area.

Councilmember Lukson shared that he recently attended a Benton-Franklin Council of Governments meeting, and that the City has been awarded funding for downtown improvements projects.

Councilmember VanDyke reported that he recently attended meetings of the Utility Advisory Committee and Visit Tri-Cities, and asked representatives of each body to provide an update at a future council meeting.

Councilmember Whitten shared that he has been involved professionally in implementing projects similar in magnitude to the City's AMI project and noted that it is exceedingly unlikely to do so without facing obstacles and challenges. Councilmember Whitten spoke positively of staff's customer service response to the AMI challenges and appreciation for staff's willingness to take accountability for the unexpected challenges.

Councilmember Jones and Mayor Pro Tem Richardson had no comments.

Mayor

Mayor Christensen spoke in favor of the City providing support and assistance to the All Saints' Episcopal Church regarding services offered to the homeless population during the winter months.

Adjournment

Mayor Christensen adjourned the meeting at 8:07 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED



MINUTES

RICHLAND CITY COUNCIL SPECIAL WORKSHOP MEETING

Tuesday, January 21, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop Meeting - 7:15 p.m.

Mayor Christensen called the City Council special workshop meeting to order at 8:15 p.m. immediately following conclusion of the regular City Council meeting.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke and Whitten.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Clary, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, and Human Resources Director Paulsen.

Agenda Items

1. Governance Training Workshop

Craig Rapp of RAPP Consulting Group facilitated a two-hour workshop discussion on the topic of effective governance, which included interactive participation from Council, review of survey results, and discussion designed to prepare Council for strategic planning.

Adjournment

Mayor Christensen adjourned the meeting at 10:00 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, February 28, 2023

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

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

Mayor Christensen called the City Council workshop meeting to order at 6:00 p.m.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke and Whitten.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Clary, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Agenda Items

1. Fire Station 76 Discussion

Deputy City Manager Schiessl and Parks & Public Facilities Director Hester jointly presented on design, engineering concept options, and building costs for Fire Station 76. Council was asked to provide direction on the proposed options. Detailed information can be found in the PowerPoint presentation included in the agenda packet. A majority of councilmembers supported the Concept 2B design option, which included 4 bays and lower-end doors without fully completing the community/training room.

2. Snow and Ice Management Service Level Options

Public Works Director Rogalsky provided historical background on the City's approach to managing snow and ice. The City's resources for managing snow and ice events are limited and subject to the same resource allocation decisions of all City programs. Residents often seek a higher level of service during snow and ice events than is available.

Public Works Director Rogalsky provided an overview of equipment resources, resource deployment, event management tiers, and communication with the public. Public Work Director Rogalsky then offered a few recommendations which included purchase of additional equipment, increasing the annual materials budget, adding staff, and targeted program enhancements. See the PowerPoint presentation for additional detail.

3. Energy Northwest Advanced Reactor Considerations

Energy Services Director Whitney introduced Gregg Cullen, Energy Northwest Vice-President of Energy Services & Development. Formed in 1957, ENW is a joint operating agency in Washington state which produces at-cost power to benefit customers. The City of Richland is one of twenty-eight (28) public power utilities with ENW.

Energy Services Director Whitney stated that on November 1, 2022, Council approved Resolution No. 2022-135, which authorized the City's participation in a new nuclear power generating project study with ENW for the purpose of exploring costs, risks and benefits of a new nuclear power generating project.

Mr. Cullen presented the results of the economic model analysis for an advanced reactor project, estimated funding needs, and potential next steps for consideration. Detailed information can be found in the PowerPoint presentation included in the agenda packet. Council engaged in a question-and-answer session with Mr. Cullen throughout the presentation.

Closing Comments

City Manager Amundson announced that a budget adjustment for Fire Station 76 will come forward at an upcoming Council meeting. City Manager Amundson then sought feedback from Council regarding availability for the following events:

- Strategic planning retreat
- Framatome facility tour
- City of Richland's capital projects/economic development projects tour

Councilmember VanDyke expressed interest in touring the Energy Northwest facility.

Council recessed at 8:20 p.m.

Executive Session

Executive Session Per RCW 42.30.110(i): To discuss Current or Potential Litigation with Legal Counsel (30 minutes)

COUNCIL ENTERED INTO EXECUTIVE SESSION AT 8:25 P.M.

Individuals present for the executive session included Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Kent, Lukson, VanDyke and Whitten. Others present included City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, and City Attorney Kintzley.

Council exited executive session at 8:50 p.m.

Adjournment

Mayor Christensen adjourned the meeting at 8:50 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 2023-03, Vacating a Portion of Windmill Road Right-of-Way and Accepting a Dedication Deed for New Windmill Road Right-of-Way

Department/Office
Public Works

Ordinance/Resolution Number:

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-03, vacating a portion of Windmill Road right-of-way and accepting a dedication deed for new Windmill Road right-of-way.

Summary:

Pursuant to the approved construction permit issued under Ch. 12.08 RMC, Randall E. Crosby (the "Property Owner") constructed improvements to Windmill Road (the "Project") to support a short plat of Lot 1 Block 3 of Badger Heights subdivision, otherwise known by address 691 Windmill Road (the "Development").

The Project relocated a portion of the Windmill Road cul-de-sac. The relocated cul-de-sac requires dedication of additional property as city right-of-way. To fulfill this requirement, the Property Owner executed a right-of-way dedication deed, reviewed and approved by the City, for the portion of new cul-de-sac right-of-way not yet under the City's control. The relocated cul-de-sac results in existing right-of-way that serves no municipal purpose. Vacating the unnecessary portion of Windmill Road right-of-way will adequately meet the long-term needs of the city street system and unencumber lots needed for development.

The right-of-way dedication deed has already been executed by the Property Owner, and the only remaining action is for the City to accept and record it upon Council's approval.

Before municipal right-of-way is vacated, state law requires that a public hearing be held to allow public consideration of the vacation action. On January 17, 2023, Richland City Council adopted Resolution No. 2023-08, setting February 21, 2023 at 6:00 p.m. as the date and time for said hearing. The hearing was held on February 21, 2023. No testimony was offered.

Staff recommends approval of Ordinance No. 2023-23 for second reading and passage.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 2023-03
2. Windmill Road Right-of-Way Dedication Deed (2023)

ORDINANCE NO. 2023-03

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
VACATING ESTABLISHED PORTIONS OF WINDMILL ROAD
RIGHT-OF-WAY AND ACCEPTING A DEDICATION DEED TO
ESTABLISH NEW PORTIONS OF WINDMILL ROAD RIGHT-OF-
WAY.**

WHEREAS, pursuant to the approved construction permit issued under Ch. 12.08 RMC, Randall E. Crosby (the “Property Owner”) constructed improvements to Windmill Road (the “Project”) to support a short plat of Lot 1 Block 3 of Badger Heights subdivision, otherwise known by address 691 Windmill Road (the “Development”); and

WHEREAS, the Project relocated a portion of the Windmill Road cul-de-sac; and

WHEREAS, the Property Owner has executed a right-of-way dedication deed, reviewed and approved by the City, for the portion of new cul-de-sac right-of-way not yet under the City’s control; and

WHEREAS, vacating the unnecessary portion of Windmill Road right-of-way will allow the Development to adequately meet the long-term needs of the city street system and unencumber lots needed for development, to include a Ben Franklin Transit (BFT) hub; and

WHEREAS, state law requires that a public hearing be held to allow public consideration of the vacation action; and

WHEREAS, on January 17, 2023, Richland City Council adopted Resolution No. 2023-08, setting February 21, 2023 at 6:00 p.m. as the date and time for said hearing; and

WHEREAS, on January 29, 2023, notice was duly published that a public hearing would be held on February 21, 2023 to take public testimony on the proposed vacation action; and

WHEREAS, on February 21, 2023, a public hearing was held by Richland City Council to receive public testimony.

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

Section 1. The portion of Windmill Road right-of-way described in **Exhibit A** and depicted by hatching in **Exhibit B**, both attached hereto and incorporated herein by this reference, are hereby declared to be vacated subject to the provisions of Chapter 35.79 RCW.

Section 2. The City Manager is hereby authorized to sign and execute the right-of-way dedication deed dedicating the new Windmill Road right-of-way; and

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 21, 2023
Second Reading: March 7, 2023
Date Published: March 12, 2023

EXHIBIT A to Ordinance No. 2023-03

PARTIAL RIGHT-OF-WAY LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 22, Township 9 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Commencing at the Northwest corner of Lot 13, Block 2, Badger Heights Subdivision, recorded in Volume 5 of Plats, Page 11, Records of said County, said point bears South 89°40'45" West 300.18 feet from the Northeasterly corner thereof; Thence South 00°15'22" East along the Westerly line thereof 297.86 feet projected to the Southerly Right-of-Way line of Windmill Road; Thence North 74°44'10" West along the said line 75.52 feet to the **True Point of Beginning**;

Thence North 15°15'50" East 4.00 feet;

Thence North 74°44'10" West 36.70 feet to the beginning of a curve to the right the radius point of which bears North 15°15'50" East 57.00 feet;

Thence Northwesterly and Northeasterly along said curve 103.36 feet through a delta angle of 103°54'03" to the beginning of a non-tangent curve to the left the radius point of which bear South 26°40'38" East 60.00 feet;

Thence Southwesterly and Southeasterly along said curve 207.33 feet through a delta angle of 197°59'18" to the said **True Point of Beginning**.

Containing 4,295 sq ft, more or less, as depicted in hatching on Exhibit B.

WHEN RECORDED RETURN TO:

**City Clerk
City of Richland
625 Swift Blvd. MS-07
Richland, WA 99352**

Portion of Parcel No. 1-2298-202-0001-009

RIGHT-OF-WAY DEDICATION DEED

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Randall E. Crosby**, ("Grantor"), does hereby grant, convey and dedicate to the **CITY OF RICHLAND**, a Washington municipal corporation ("Grantee"), its successors and assigns, a public right-of-way in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface:

That portion of the Northwest quarter of Section 22, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northwest corner of Lot 13, Block 2, Badger Heights subdivision, recorded in Volume 5 of Plats, Page 11, AFN 317551, records of said County, said point bears South 89°40'45" West 300.32 feet from the Northeasterly corner thereof; Thence South 00°15'22" East along the Westerly line thereof 235.59 feet to the Northerly Right-of-Way line of Windmill Road; Thence North 74°44'10" West along the said line 33.97 feet to the **True Point of Beginning**;

Thence continuing North 74°44'10" West along said line 24.81 feet to an angle point in said line the beginning of a non-tangent curve to the left the radius point of which bears South 75°20'04" West 60.00 feet;

Thence Northwesterly and Southwesterly along said curve and said Right-of-Way 106.83 feet through a delta angle of 102°00'42" to the beginning of a non-tangent curve to the right the radius point of which bears South 60°50'07" East 57.00 feet; Thence Northeasterly and Southeasterly along said curve 156.62 feet through a delta angle of 157°26'01" to the beginning of a reverse curve to the left the radius point of which bears South 83°24'06" East 16.00 feet;

Thence Southeasterly along said curve 11.15 feet through a delta angle of 39°55'04" to the **True Point of Beginning**.

See **Exhibit "A"** (the area dedicated)

Grantee shall have the right to regulate and use the area dedicated as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the dedicated area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the dedication area.

Grantee's uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor covenants that Grantor is lawfully seized and possessed of the real property described herein, and that Grantor has a good and lawful right to convey it or any part thereof and that Grantor will forever warrant and defend the same against all persons who may lawfully claim the same.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property conveyed by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property conveyed by this Right-of-Way Dedication Deed has been accepted by Ordinance No. _____ of the City Council of the City of Richland on the ____ day of _____, 2023, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

Jon Amundson, ICMA-CM, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

GRANTOR – Randall E. Crosby

By: _____
Randall E. Crosby/ Owner

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Randall E. Crosby**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his/her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

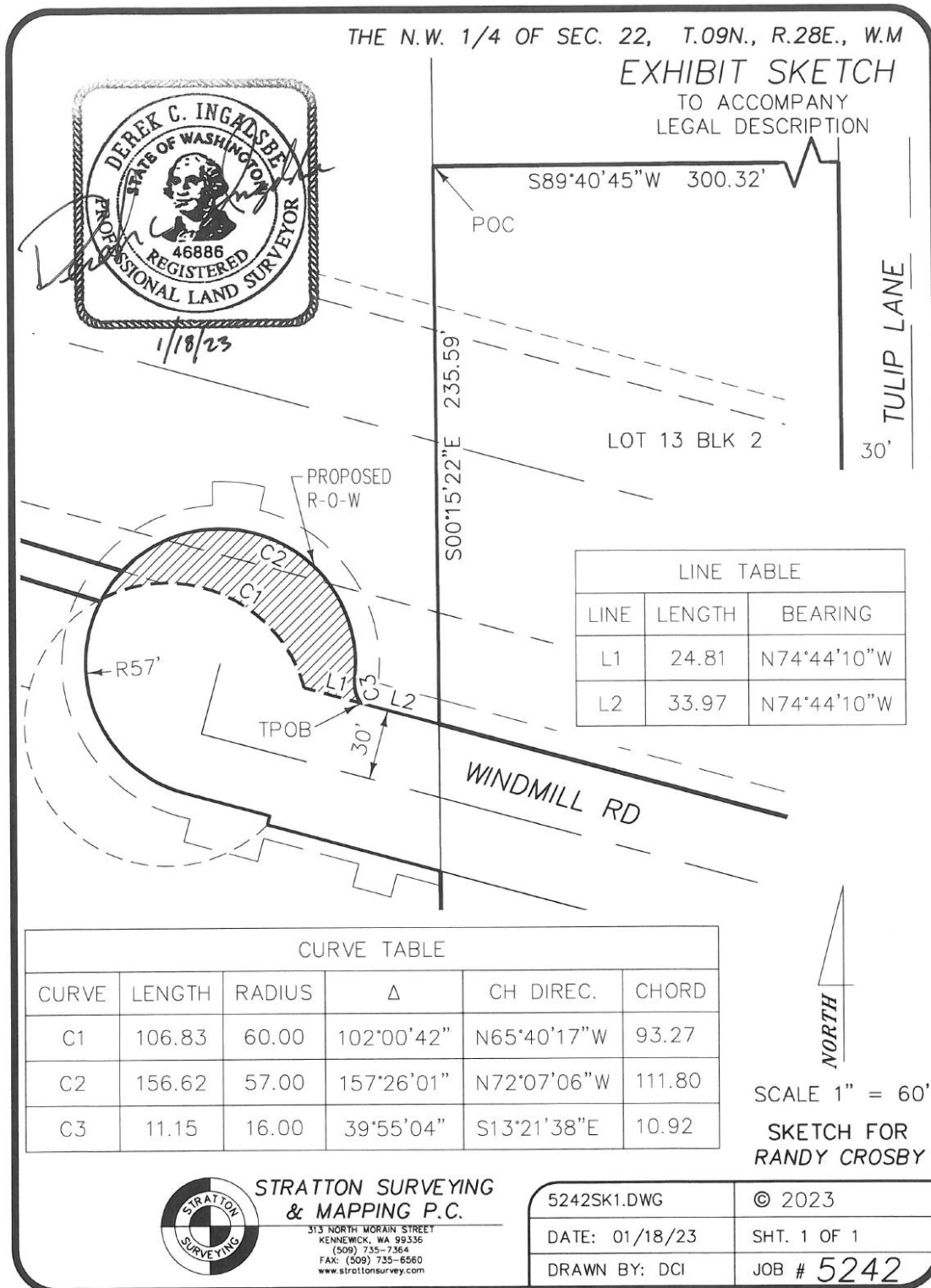
IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Sign: _____
Printed Name: _____

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

**Exhibit A to Right-of-Way Dedication Deed
Depiction of Area Dedicated**





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-30, Authorizing a Consultant Agreement with Federal Engineering, Inc. for Project Management and Engineering Services Related to the Bi-County VHF Radio System Replacement Project

Department/Office
Fire & Emergency Services

Ordinance/Resolution Number:
2023-30

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-30, authorizing the City Manager to sign and execute a consultant agreement with Federal Engineering, Inc. for project management and engineering services related to the bi-county VHF emergency radio system.

Summary:

The City of Richland is providing project sponsorship for replacement of the VHF emergency radio system in Benton and Franklin counties. The VHF radio system provides a communication platform for fire, EMS and public works in Benton, Franklin and a portion of Walla Walla counties, as well as law enforcement and the hospital district in Franklin County. The system is well past its supportable life-cycle and needs to be upgraded to modern equipment. This contract with Federal Engineering provides project management for the selection, upgrade and transition to the new system as well as complete system evaluation, engineering, coverage studies and documentation.

The project is separated into three phases: 1a, 1b, and 2. Phase 1a includes system analysis, engineering and recommendations. Phase 1b includes procurement assistance, oversight and selection process management. Phase 2 includes project management for the installation and cutover of the new radio system infrastructure. Phases 1a and 1b are currently funded through Department of Homeland Security grants administered by the Emergency Management divisions in Benton and Franklin Counties. Phase 2 will be funded through additional grant funding, or as part of the overall project cost, to be determined. Phase 2 will not commence until the project is funded. Overall project funding is being pursued and coordinated by the City of Richland project team, but will ultimately reside under the direction and control of Benton County Emergency Services (BCES). Upon completion of the project, the BCES Executive Board will assume full ownership and governance of the new VHF radio system.

Staff recommends adoption of Resolution No. 2023-30.

Fiscal Impact: The contract will be funded through grants or as part of the overall project funding through BCES. The proposed agreement is not-to-exceed \$318,720.00.

Attachments:

1. Resolution No. 2023-30
2. Proposed Consultant Agreement with Federal Engineering - VHF Project

RESOLUTION NO. 2023-30

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH FEDERAL
ENGINEERING, INC. FOR VHF RADIO SYSTEM REPLACEMENT.**

WHEREAS, the VHF emergency radio system used by fire, EMS and hospital agencies in Benton and Franklin counties, as well as Franklin County law enforcement and Benton County public works, has exceeded its effective life cycle and must be replaced; and

WHEREAS, the radio system will transition from a separately governed two-county system to a single bi-county system under the governance of Benton County Emergency Services (“BCES”); and

WHEREAS, as the administrative agency for BCES, the City of Richland will provide project sponsorship; and

WHEREAS, the scope and complexity of the project exceed staff capacity; and

WHEREAS, a competitive solicitation was conducted in accordance with the City’s purchasing policies, with four (4) qualified firms identified to perform the VHF Radio System Replacement Engineering and Project Management (the “Project”); and

WHEREAS, Federal Engineering, Inc. was selected as the most qualified firm to complete the Project; and

WHEREAS, the Project will occur in two phases within the identified scope and budget; and

WHEREAS, funding from regional grants has been established for Phase I of the Project; and

WHEREAS, Phase II will not proceed until authorized by the City of Richland after sufficient project funds are secured.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Federal Engineering, Inc. for project management and engineering services related to replacement of the VHF radio system in Benton and Franklin counties.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

VHF Radio System Engineering and Project Management

This Agreement is entered into this 21st day of February, 2023 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Federal Engineering** ("**Consultant**"), a Washington for-profit corporation with service at 10560 Arrowhead Dr, Fairfax VA, 22030. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. N/A
 4. ☐ Exhibit B: Solicitation No. RFQ 22-0049 proposal response submitted by Consultant dated **date**.
 5. ☐ Additional Documents – N/AI.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2024.

3. TERM

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

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **three hundred eighteen thousand, seven hundred twenty (\$318,720)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. **INSURANCE**

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Ronald F. Bosco, CEO and President
Name of Firm: Federal Engineering
Address: 10560 Arrowhead Dr
Address: Fairfax, VA 22030
Email: rbosco@fedeng.com
Phone Number: (703) 359-8200
Fax Number: (703) 359-8204

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10560 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

December 20, 2022

Submitted via email: THuntington@CI.RICHLAND.WA.US

Mr. Tom Huntington, Fire Chief
City of Richland, Washington
625 Swift Blvd. MS-16
Richland, WA 99352

Dear Chief Huntington:

Federal Engineering, Inc. (**FE**) is pleased to submit this cost proposal to the City of Richland, Washington to serve as radio communications consultant on your VHF Radio System Replacement project. We are thrilled to have been selected by the City for this project. The attached cost proposal details the pricing for tasks required for the successful completion of the project as outlined in our Statement of Qualifications, dated August 11, 2022. As requested during our call on December 13, 2022 with the City's technical team, our proposal includes costs to complete all services required for the project, including several described as optional in our initial submittal which are now included in the project.

Pricing is broken out for Phase 1.A Needs Assessment, Conceptual Design, and Specifications/RFP Development; Phase 1.B Procurement Support, Vendor Evaluation, and Contract Negotiations Support; and Phase 2 Transition Planning and Implementation Project Management.

As the founder of **FE**, I will be your contact regarding this proposal and will participate in the negotiation of contractual issues. By my signature below, I hereby authorize submission of this proposal and bind Federal Engineering, Inc. to its terms and conditions for a period of 30 days, beginning on the date of submittal.

If you have any questions regarding our response, please contact me at 703-359-8200 or via email to rbosco@fedeng.com. **FE** looks forward to working with Richland, Washington, in support of your public safety communications goals.

Sincerely,

Ronald F. Bosco
President and Chief Executive Officer
Federal Engineering, Inc.



1 COST PROPOSAL

Firm Fixed Price

The total firm fixed price, including labor, travel, and other direct costs, for Phase 1.A Needs Assessment through Specifications for the City of Richland, Washington VHF System Replacement project is \$99,720.

The total firm fixed price, including labor, travel, and other direct costs, for the previously optional tasks in Phase 1.B for Procurement, Vendor Evaluation, and Contract Negotiation Support is \$34,680.

FE's proposed price for this project is indicative of the efficiency of our operations, our proven automated tools, our vast experience completing similar projects, and our view of the strategic nature the City's project. Further, it is not our culture to "up-scope" during contract negotiations or during the project, unless the City of Richland adds scope of work beyond that outlined in your RFP.

Monthly T&M for Transition Planning and Project Management

This statement of work for Phase 2, Transition Planning and Project Management, will be performed on a time and materials basis. This statement of work authorizes a maximum of \$184,320 which includes labor, travel, and other direct costs and assumes invoicing of \$15,360 per month over 12 months.

Hourly Rates

If required by the City of Richland, *FE* can provide additional services in accordance with the rate schedule below.

SCHEDULE A

Effective January 1, 2022 through December 31, 2022

Extended through December 21, 2023 for the City of Richland

Director/Chief Consultant	\$ 265.00 per hour
Senior Consultant	\$ 220.00 per hour
Consultant	\$ 190.00 per hour
Senior Analyst	\$ 155.00 per hour
Analyst	\$ 115.00 per hour
Administrative / Computer Services	\$ 90.00 per hour



Basis of our Proposal

1. This proposal assumes Federal Engineering, Inc. will perform the tasks as called out for Phase 1.A Needs Assessment through Functional Specifications and 1.B (initially described as optional) Procurement through Contract Negotiations Support. The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. For time and material services during Phase 2 Transition Planning and Project Management, **FE** professionals will be directed by the City Project Manager or designee according to the assignments to be performed. The scheduling of **FE** resources will be mutually agreed upon based upon the needs of the City and the availability of the specific **FE** consultants. **FE** will notify the City should additional funds be needed to complete the required tasks and a mutually agreeable amendment to this SOW will be executed by both parties.
3. **FE** will provide draft and final deliverables electronically to the City of Richland, Washington.
4. This proposal assumes that the City's project manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.
5. Any additional tasking will be authorized by mutual agreement of the City of Richland and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the City and **FE**.
6. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the City of Richland, City and County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
7. **FE** will review up to three radio vendor proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this scope or work (SOW) will be executed by both parties.
8. The level of effort for contract negotiation support can vary greatly depending upon the winning system vendor and the City's procurement practices. **FE** will provide 72 hours of negotiation support, including up to two days onsite, to the City of Richland during the vendor contract negotiation process. If additional hours are required, a mutually agreeable amendment to the scope of work will be executed by both parties.



City of Richland, Washington

Radio Consultant for VHF System Replacement

9. **FE** is prepared to begin this project immediately upon execution of the contract. This proposal is based upon a start date on or before February 6, 2023 and assumes an 18-month schedule. Delays to the project schedule due to actions or lack of actions on the part of the City of Richland, city and county participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the City will be brought to the attention of the City's project manager in a timely manner and the schedule and cost impacts will be reduced to writing via a mutually agreed upon contract amendment.
10. In the event of a project delay by the City of Richland, **FE** reserves the right to invoice for efforts expended towards the completion of a task or deliverable and client agrees to paid said invoice.
11. This proposal assumes a mutually agreeable invoicing schedule for work completed.
12. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the City of Richland.

Proprietary Notice

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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Fairfax, Virginia





City of Richland, Washington



“Unleashing the Power of Technology”

Proposal for: VHF System Replacement

RFQ No. 22-0049

August 11, 2022



**Federal
Engineering®**



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10560 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

August 11, 2022

Submitted via: www.PublicPurchase.com

Ms. Irma Bottineau, Buyer
City of Richland, Washington
2700 Duportail Street, Bldg. 200
Richland, WA 99352

Dear Ms. Bottineau:

Federal Engineering, Inc. (**FE**) is pleased to submit this Statement of Qualifications for the City of Richland, Washington, VHF Radio System Replacement project. Our scope of work details how we will perform the required tasks as defined in your Request for Qualifications and amended via responses to questions provided on the PublicPurchase portal on July 26, 2022, and August 8, 2022.

The City of Richland will benefit from the experience **FE** has gained through successfully completing thousands of radio projects for government agencies. We have provided similar consulting services for clients all over North America as they upgraded or replaced legacy, analog VHF systems. Our work in the State of Washington includes King County, Grant County Multi-Agency Communications Center, City of Seattle, Seattle City Light Utility, Washington State Police, and the State of Washington. We understand the challenges posed by your terrain and aging technology. Your first responders will reap the benefits of the many radio system solutions **FE** has helped our clients implement for almost four decades.

FE is proud to highlight our extensive qualifications and staff expertise. We will work with you to assess your unique challenges and identify prioritized recommendations to achieve optimal results. Our expertise includes communications plans, requirements definition, system gap analysis, site surveys, coverage and capacity analysis, budgetary cost estimates, conceptual design, specifications/RFP development, vendor evaluation, contract negotiations, and phased implementation planning and oversight.

If you have any questions regarding our response, please contact me at 703-359-8200 or via email to rbosco@fedeng.com. **FE** looks forward to working with Richland, Washington, in support of your public safety communications goals.

Sincerely,

Ronald F. Bosco
President and Chief Executive Officer
Federal Engineering, Inc.



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A. PREFACE (RFQ 4.1.A)

As required by the RFQ, the information listed below is provided on the following pages.

- Attachment A—RFQ Signature Form and Addendum Acknowledgement
- Current Internal Revenue Service Form W-9

The balance of this page is intentionally left blank.

Draft





City of Richland

Solicitation
Number:
RFQ 22-0049

Attachment A RFQ Signature Form and Addendum Acknowledgement

VHF System Replacement

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____*_____ through _____.

*Q&A received 08/03/2022

Respectfully submitted this 10th day of August, 2022.

Name of Firm: Federal Engineering, Inc.

Address: 10560 Arrowhead Drive, Suite 100, Fairfax, VA 22030

Signature: Ronald F. Bosco

Name (Print): Ronald F. Bosco

Title: President and CEO

Email: rbosco@fedeng.com

Phone: (703) 359-8200

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FEDERAL ENGINEERING, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 10560 ARROWHEAD DRIVE, #100	Requester's name and address (optional)
	6 City, state, and ZIP code FAIRFAX, VA 22030	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

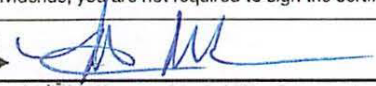
Social security number								
				-				
or								
Employer identification number								
5	2	-	1	3	1	6	2	6 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 04.06.2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

B. EXECUTIVE SUMMARY (RFQ 4.1.B)

B.1 Introduction of Federal Engineering (RFQ 4.1.B.1)

FE is the nation's leading independent consultant in public safety communications systems. For over 39 years, we have built a rich history of providing system assessment, conceptual design, procurement support, implementation oversight, and project management services for our clients.

Public safety communications consulting is Federal Engineering's only business. Our founder, President and CEO Ronald F. Bosco, is a former first responder and degreed engineer. He continues to lead the firm today and keeps his vision steady to improve the functionality and cost-effectiveness of public safety systems used by dispatchers, law enforcement agencies, fire departments, emergency medical services/first aid, and other response agencies. This consistency in ownership translates to performance, and our earliest government clients remain clients today.

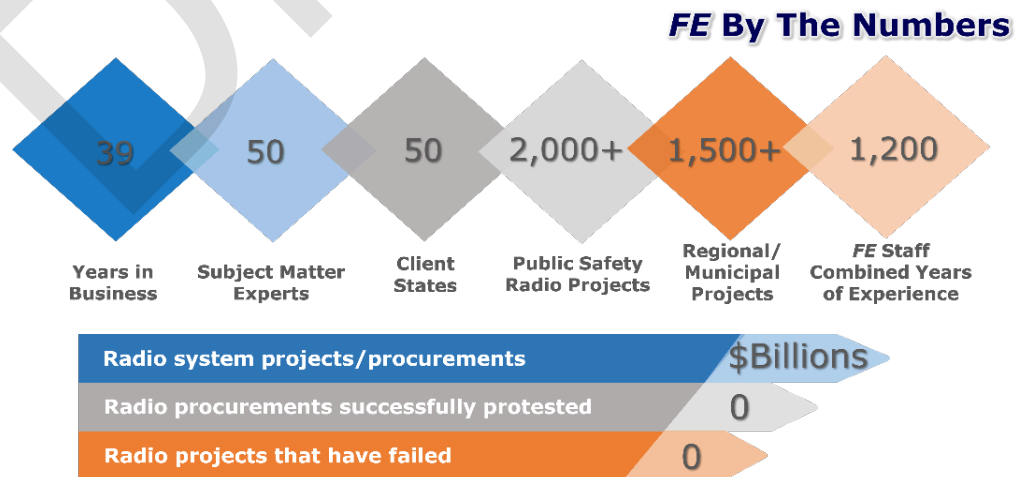
FE's philosophy to "exceed client expectations to retain that client for life" has resulted in client retention and repeat business since the firm's inception.

B.2 Highlights of FE's Expertise, Services, and Team (RFQ 4.1.B.2)

We understand system design is based upon user needs and impacted by environmental factors and regulatory requirements. Our team brings valuable insight gained from radio deployments and emergency response operations across the U.S. **FE** will thoroughly assess your public safety environment and make recommendations based upon your specific needs. Our technical experts will not deliver pre-conceived ideas about what will work for the City or recommend "canned" solutions. Rather, we will recommend the best approach for the City based upon a thorough understanding of your needs. We take our role of trusted advisor very seriously and will put the City's interests first.

As highlighted in the adjacent "**FE** by the Numbers", we are proud of our company's growth. But even more importantly, we strive to retain the same attentiveness to each individual client that we offered when we were a smaller company. Every **FE** client receives a designated project manager and team of consultants to provide personal technical advice in response to client requests. Our subject matter experts guide each of our clients through the tasks of determining the right path for their given circumstances. *Our firm strives to give you*

personal attention and the best possible service whether you are a small county or large city.



Emergency communications have evolved into complex, interdependent operating environments. Effective planning for and deployment of these multifaceted systems has many considerations including advancing technology, operations, governance, and systems integration. We help clients assess the current landscape of their radio infrastructure and support radio system upgrades through a successful implementation.

FE Capabilities & Services

As depicted in the adjacent graphic, **FE** offers end-to-end technology and communications consulting services for public safety systems and dispatch center projects.

FE is proposing a team who is highly skilled in working with multiple jurisdictions and disciplines, in all aspects of land mobile radio technology, including analog and digital VHF, conventional, trunked, simulcast, multicast, microwave voice and data, P25 Phases 1 & 2, and more. **FE consultants have served in the field and understand from a user's perspective how public safety systems must function and how different agencies operate.** A sampling of our staff's prior career positions includes the following:

- Radio system managers and technicians
- Local and state government public safety communications officials
- Law enforcement, fire, EMS personnel
- Directors of PSAPs, dispatch centers, emergency operation centers
- Managers of NG9-1-1, 9-1-1, CAD, RMS, mobile, telephony systems
- Business analysts selected for their ability to lead multiple agencies to consensus

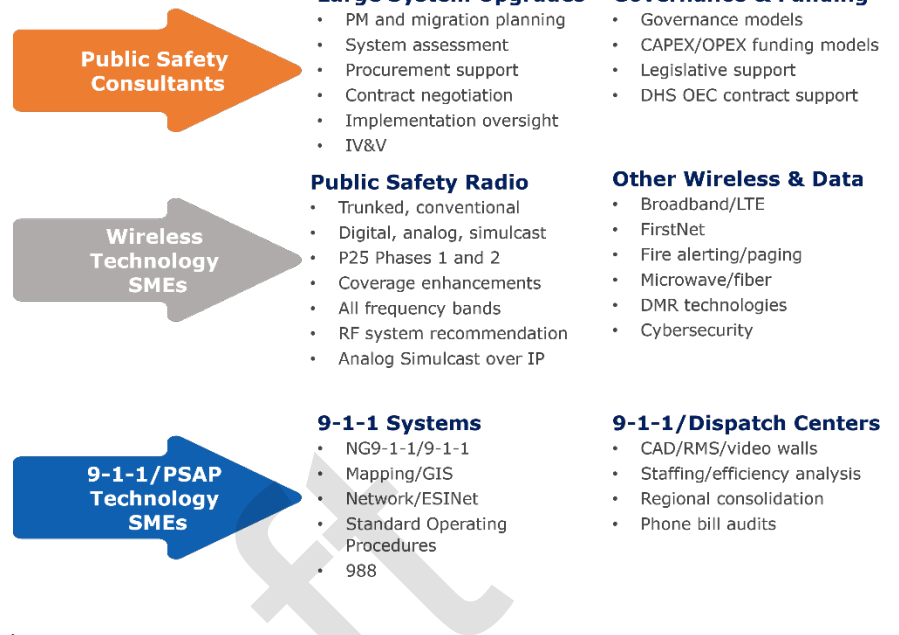
FE's certified independence guarantees that the City of Richland will receive totally objective analyses, free from the influences of hardware vendors, software suppliers, and service providers.

Unlike some consulting firms that have contracts with equipment, software or managed services vendors, **FE** goes to great lengths to avoid such conflicts. **FE** is also not engaged in nor are we associated with the business of selling, servicing or leasing radios, data systems, mobile computers, software, and other communications systems nor do we provide managed services.

We are often asked: why is independence so important?" Because when you are getting advice from your consultant regarding a design or which vendor proposal to accept, you want to make sure your consultant does not have a contract with that vendor and is relying upon that vendor for income. It is truly shocking how many consulting firms have contracts with the same vendors that they are evaluating for a jurisdiction.

At **FE**, we take pride in the vendor neutrality of our recommendations, system designs, and specifications. The results of recent system procurements—to vendors including Tait, Airbus, EFJohnson, Motorola, and L3Harris—are evidence that **FE's** involvement has resulted in a wide range of major system vendor selections; selections that meet our clients' needs without the influence of other contracts.

Because FE has no affiliation with public safety equipment manufacturers, software, or service providers, we are truly your trusted advisor. Our recommendations and design approaches are unbiased toward any technology, product, approach, or vendor.



Pacific Northwest Project Experience

FE has extensive experience supporting clients in the State of Washington and across the Pacific Northwest. As a result, we are thoroughly familiar with the unique circumstances of jurisdiction, impacts of the local terrain, and the solutions needed to meet your needs. **FE** Pacific Northwest clients include the following:

- State of Washington
- State of Oregon
- State of Idaho
- Oregon State Police
- Bonneville Power Administration
- City of Seattle, Washington
- City of Redmond, Washington
- City of Portland, Oregon
- City of Twin Falls, Idaho
- Pierce County, Washington
- King County, Washington
- MACC 911/Grant County, Washington
- Columbia County, Oregon
- Lincoln County, Oregon
- Malheur County, Oregon
- Emergency Communications of Southern Oregon
- Multnomah County, Oregon
- Tillamook County, Oregon
- Wallowa County, Oregon
- Elmore County, Idaho

Through these projects, we bring a thorough understanding of the City's unique circumstances, public safety culture, and the environmental challenges faced by your first responders.



Lincoln County, Oregon—Lincoln County selected **FE** as their public safety communications consultant to assist in enhancing interoperable communications among public safety agencies in the county. We worked with the Sheriff's Office to develop a comprehensive public safety communications plan for the County's current communication systems and to address future growth and expansion of the system including regional coverage, technological advances, identification of current coverage gaps, and identification of system-wide capability during a natural disaster.

Columbia County, Oregon—**FE** assessed the existing systems through review of documentation and stakeholder interviews, to validate findings from a 2019 study. We then conducted a coverage workshop to assess existing coverage and interference issues and to identify the best location for communication towers from among those already in use and those that partner agencies were willing to share. **FE** completed a cost analysis of the four alternatives and a technical comparison of the three responses from the County's 2018 RFI to compare the three to the results of our alternatives analysis. The resulting recommendations will assist the County in selecting the best of four alternatives under consideration to eliminate noise and interference while enhancing interoperability among the 12 user agencies. At the option of the County, **FE** will provide procurement and implementation support.



Malheur County, Oregon—**FE** conducted a comprehensive communications assessment that included LMR and PSAP operations. The LMR assessment included: coverage, capacity, interoperability, redundancy, and a cost analysis of alternatives. **FE's LMR Needs Assessment and Alternatives Analysis Report** serves as a roadmap to achieving acceptable radio coverage and resiliency. **FE's** findings and recommendations will be used to improve, rebuild, and upgrade the LMR system and PSAP to bring the system and PSAP operations up to industry standards, federal recommendations, and national best practices and to prepare for future growth.



Tillamook County—Tillamook County selected **FE** to provide radio consulting services and support for the upgrade or replacement of their countywide VHF conventional public safety radio system. The project will be completed in five separate phases: needs assessment, conceptual design of a new system, engineering design and RFP development for the replacement system, system procurement, and construction oversight for the implementation of the new system. The **FE** team completed the needs assessment and conceptual design. The County is currently working to identify funding for the remaining project phases and for system implementation. **FE** is providing guidance to the County through this process, as needed.



King County

King County, Washington—King County selected **FE** to assess the county's PSAP and dispatch system. The project includes requirements definition, site surveys, user interviews, data analysis, and needs assessment. **FE** will also develop an RFP, support vendor proposal evaluation and contract negotiations, and provide design oversight.

Why Federal Engineering?

Federal Engineering saves our clients money while delivering solutions that meet or exceed their needs. Because **FE** has been involved in so many system upgrades, we have developed unmatched skills, methodologies, and databases that consistently yield results. **FE** brings the following targeted attributes to the City:

- Working knowledge of the radio environment in cities and counties across Washington
- Proven radio frequency and coverage analysis tools and project management techniques to deliver world-class services
- Proven experience phasing in existing equipment with next generation communications modalities in integrated dispatch, fire, and law enforcement environments
- Exceeding the expectations of our clients; we are always available when needed
- Hiring and retaining seasoned, experienced consultants who understand the issues and have hands-on experience to present solutions that will garner the respect of senior personnel and members of the participating first responder agencies
- **FE** is the right size for the City's project: ample staff to accomplish the program objectives while solely focused on meeting your goals as your dedicated technical advisor

B.3 Office Locations (RFQ 4.1.B.3)

FE has over 50 consultants, specialists, and former first responders located in offices across the country dedicated to helping our clients achieve their public safety communications and operational goals. This project will be managed primarily from our regional office in Phoenix, Arizona, telephone 480-650-7679.

B.4 Cooperative Purchasing (RFQ 4.1.B.4)

FE is pleased to offer our services to other governmental entities included under the City's Cooperative Purchasing Agreement. We engage in multiple similar agreements with clients across the country.

C. PROJECT APPROACH AND SCHEDULE (RFQ 4.1.C)

C.1 Work Plan (RFQ 4.1.C.1)

The City operates an electric distribution utility, water and wastewater utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center. The City has a staff of approximately 556 full/part-time employees with an additional seasonal flux of up to 50. More than 80% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Police Services and Fire & Emergency Services), as well as the Parks & Public Facilities.

The current system consists of analog VHF simulcast with a microwave transport system. The system has been built out over the past 30-40 years and provides emergency services radio communication capabilities to over 3,000 square miles of Benton, Franklin, and Walla Walla counties. Currently, there are approximately 25 active sites in the coverage area, which includes sites in Franklin and Benton Counties. The City is seeking a consultant to conduct an RF study, model the current system's coverage, and suggest changes to improve the system, including adding new sites. Due to the system's age, many components are failing, with replacement parts and vendor support no longer available. This project will replace the system infrastructure while maintaining, or ideally improving, system coverage.

We realize you are busy, and your time is valuable. Our plan is to make the most efficient use of your time. *FE* will work closely with the City to efficiently execute the project. We anticipate that the City will have the following responsibilities during this effort:

- Appoint a primary point of contact for the project
- Provide existing system documentation to *FE* when requested to facilitate a quick start to the project
- Identify stakeholders from the City and bi-counties and facilitate their participation in the project
- Facilitate access to infrastructure sites for site surveys
- Schedule and confirm personnel for project activities; provide conference rooms for on-site meetings
- Review *FE* deliverables within the timeframe of the mutually agreed upon project timeline

Phase 1—Needs Assessment, System Analysis, and Recommendations

Existing Documentation Review

Prior to the project initiation meeting, *FE* will request and review existing system documentation, including FCC licenses, radio shop records, site information, equipment and subscriber inventories, previous vendor recommendations, and other documents needed to assess the existing systems. Performing a review of available documentation provides us with a common starting point and a foundation for understanding the status of the existing radio systems. This gathering of information is essential because it provides us with as much data as possible, and assists in us pinpointing your exact needs, status and how *FE* can be most effective.

Project Initiation Meeting and Interviews with System Stakeholders (SOW Task 1)

FE will conduct a project initiation meeting with the City's designated stakeholders on a mutually agreed upon date following contract signing. This initial meeting will reaffirm a common understanding of the project goals, objectives, and vision, items best understood through a close working relationship between our respective management teams and staffs. Based on input during the meeting, *FE* will finalize the schedule that will serve as the guiding document throughout the project. We will also use this meeting as the first opportunity to establish the foundation for our ongoing relationship and develop a plan to maximize stakeholder engagement. Critical to this initial meeting is ensuring all relevant stakeholders are in attendance. This is important to a seamless start to the project.

Federal Engineering's requirements discovery methodology places considerable emphasis on **consensus building and accurately determining the needs of the system owners and system users**, both for the City and participating agencies. Immediately following the project initiation meeting, the **FE** team will conduct interviews with the City to identify communications needs. To facilitate our interview process, we will prepare advance correspondence for the City's project manager to send to each participant to emphasize the need to be prepared and actively contribute to this process. Our project manager will develop a customized questionnaire that will form the basis for the interviews. The interview approach will generally follow the questionnaire but will also allow for additional areas of the interviewee's choice to be discussed. Functional, performance, and interoperability needs will all be addressed. Following interviews, **FE** will document high-level requirements and identify a process to develop an additional simulcast channel for Franklin County Public Works, which will be included in the Phase 1 report.

Site Surveys and Existing System Assessment (SOW Tasks 5-7)

Leveraging our experience surveying thousands of radio sites across the country, our project team will review data and inventory records provided by the City to develop an assessment of the condition of the existing system's infrastructure and equipment. Our site surveyor will then visit the City's transmit sites, escorted by a designated City staff member. During site visits, our expert will confirm site coordinates including latitude, longitude, and elevation, and will collect information about the sites, including the following:

- Access road and general site conditions
- Perimeter security
- Equipment shelter and available space
- HVAC
- Antennas and mounts and available space
- Nearby obstructions
- Service history and ownership
- Availability of surrounding land
- Transmission line support structure
- Waveguide and dry air systems
- AC, DC, solar power
- Emergency power and generators
- Radio and microwave electronics
- Grounding/variances from standards

Our site surveyor will assess each site for future viability to support additional or of new equipment based on visual observation. He will document his observations, noting any site deficiencies, identifying needed improvements, and completing an inventory of leased/shared sites, for inclusion in the Phase 1 report.

Signal Coverage Analysis and Modeling (SOW Task 2)

Radio coverage is one of the most important characteristics of an interoperable communications system. A radio network is of little value if the users cannot access it due to unreliable coverage. Recognizing this years ago, **FE** made major investments and developed powerful tools to deliver its telecommunication services.

FEPerformancePro™ services are based upon EDX Wireless' powerful Signal Pro propagation analysis and Spectrum Center's Spectrum-E® spectrum management software for the most comprehensive radio analyses available in the industry. This suite of tools along with our proprietary methodologies provides unparalleled accuracy when modeling communications networks, performing interference analyses, and frequency planning. The results of **FE's** studies have been validated by hundreds of federal, state, and local government organizations as well as major wireless vendors and private companies. **FEPerformancePro™** services include the following:

- **FECoverage™** – complete coverage analysis tool
- **FEMapper™** – using a high-resolution mapping tool, **FE** provides telecommunication mapping consulting services
- **FENetCap™** – using a network capacity analysis tool, **FE** provides accurate network capacity information

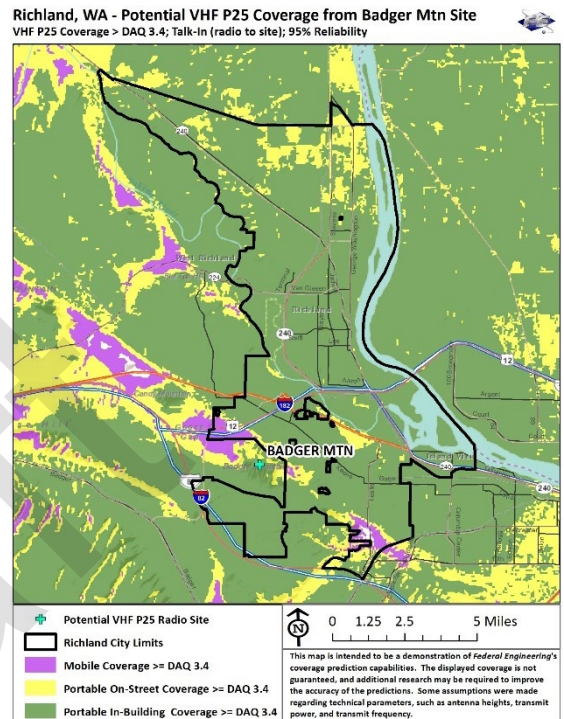
- **FEMitigate™** – using a system-wide interference analysis tool, **FE** provides complete analysis of interference problems (optional)
- **FETeamCoverage™** – interactive user coverage workshop
- **FECostPro™** – using a database of the cost of network elements developed from billions of dollars of procurements, **FE** provides detailed analysis of network costs

Our coverage expert will work with the City's project manager to determine how coverage plots should be depicted, including, but not limited to, color schemes, topology, roads, and other characteristics unique to the City. **FE** will then load the existing transmitter locations and other relevant coverage information into the **FECoverage™** model and generate coverage maps of existing system coverage using **FEMapper™**. The analysis will yield coverage maps as image files that can be viewed using Word or a PDF viewer. The raw data can be manipulated either in a GIS program (such as ArcGIS) or Google Earth application. We can provide coverage footprints in Google Earth format (KML or KMZ files) to make viewing coverage interactive, allowing clients to zoom in to street and building level. **FE's** coverage expert will evaluate current site locations and signal coverage effectiveness. He will identify long-term site relocations and other upgrade alternatives to achieve various levels of coverage enhancements for further analysis during **FE's** interactive coverage workshop.

FE will then schedule an interactive coverage workshop to begin the conceptual design process. We will use **FETeamCoverage™**, our innovative approach to network design that involves City personnel in the process. As radio coverage is modeled and gaps are indicated, our subject matter expert will interactively, and in real-time, manipulate the model and display the effects of signal shaping, changing site equipment, placing additional sites in the network, and the impact of spectrum decisions, including identification of potential locations of priority for new radio sites in Benton or Franklin Counties. We will also discuss anticipated equipment and high-level cost estimates for various alternatives. Workshop attendees will immediately be able to evaluate the impact of these changes and determine what is needed to meet user requirements. The **FETeamCoverage™** experience will build consensus and facilitate "buy-in" of the eventual conceptual design to improve simulcast and geographic coverage, addressing known gaps in coverage. Our project plan assumes **FETeamCoverage™** will be presented in person. At the conclusion of the coverage workshop, we will discuss findings with City stakeholders and gain consensus to select the most feasible alternatives for more detailed analysis.

Conceptual Design Analysis (SOW Tasks 3, 4, 8, and 9)

Based on tower sites and coverage maps for the selected conceptual design, **FE's** experts will analyze the pros and cons of configurations, capacity, spectrum, connectivity, interoperability, and redundancy in addressing user requirements.



FETeamCoverage™ Workshop Topics

- System users' coverage needs
- Coverage problem areas identified
- How to meet in-building coverage
- Areas where traditional tower-based coverage is not possible
- Leveraging existing sites and new sites to fill coverage gaps

- **System Configuration and Technology Alternatives Analysis**—*FE's* technical expert will analyze system architectures including conventional versus simulcast, analog versus digital, compared to user requirements and the capabilities of existing technology. We will assess technology alternatives and provide a high-level analysis of key distinguishing features of different vendors' systems.
- **Utilization and Channel Plan Analysis**—Our LMR technical experts will use current and future requirements as discussed in the interviews to assess the expected traffic load of City systems. We will identify dispatch command and control channel needs, evaluate the current use of TAC channels, and determine the need for a second bi-county operations channel. Our experts will assess system utilization and projected future capacity needs, as well as the geographic topography that may influence the City's decisions. Using *FENetCap™*, our staff will analyze the distribution of available frequencies among the radio sites, establishing a viable frequency and channel plan that meets capacity requirements and improves future use and system utilization.
- **Spectrum Availability/FCC Impacts Analysis**—Our RF experts will evaluate frequencies and availability to determine licensing impacts and maximize utilization of existing FCC licenses/pairs. We will analyze available licensed frequencies and assess the potential to re-pair frequencies to address existing communication problems, evaluating licenses to determine if modifications are necessary. We will research availability of new frequencies.
- **Microwave and Backhaul Connectivity Analysis**—*FE* will evaluate microwave/backhaul needs and the sequencing/compatibility requirements. Our experts will develop recommendations for interface with the City's planned microwave platform upgrade.
- **Interoperability and Governance**—*FE* will assess interoperability among designated system users and with neighboring counties, state, and federal agencies. We will evaluate the impact the conceptual design would have on the operations of system users and existing governance agreements.
- **Budgetary Cost Estimates** - *FE* will prepare a high-level budgetary cost estimate for the VHF upgrade using *FECostPro™* our in-house cost analysis tool. The estimate will include network management system, mutual aid system, backhaul connectivity, subscriber units, site support equipment, implementation services, and ongoing maintenance.

Phase 1 Deliverable: Conceptual Design Report and Functional Specifications

FE will summarize the results of our user needs assessment, site visits and inventory documentation, bi-county coverage maps, conceptual design overview, microwave interface requirements, and cost estimates in a draft Phase 1 Report for the City. The conceptual design documentation will describe system configuration, suggested tower locations, spectrum and licensing requirements, signal coverage maps, connectivity, and interoperability. The report will include budgetary estimates and proposed timelines for the City to implement recommendations. We will meet with the project manager and stakeholders from the City to review the report and discuss our findings, recommended conceptual design, and next steps. We will then incorporate comments and issue the final Phase 1 Report to the City.

The RFQ requests the consultant to provide complete system design documentation with block diagrams and per-site equipment lists, including an update to be provided after build-out for an accurate system as-built document. *FE* is truly an independent consultant. Upon the City's authorization, *FE* will develop functional specifications based on the requirements and conceptual design approved in the previous tasks. The detailed system design will be left to the radio system vendor to allow for innovative approaches and to cause the vendor to remain responsible for system performance in accordance with the specifications.

FE's functional/performance specifications approach has been proven over billions of dollars in procurements.

Our approach avoids the pitfalls of an approach in which the consultant develops detailed design

specifications. This obsolete approach inherently shifts the burden of risk from the vendor to the City, since the vendor is no longer required to meet your functional and performance needs but rather just delivers a design called out by a bill of materials.

Likewise, radio shops install, maintain, service, and in many cases, sell equipment from radio manufacturers. They provide a valuable service in our industry; however, they are not well suited to serve as a “trusted advisor” to government agencies and businesses, because they often have an inherent conflict of interest. Radio shops get most of their income from their relationships with equipment manufacturers and, in many cases, their very existence is dependent upon those relationships. It is therefore unlikely that a radio shop would criticize the design, installation, or performance of systems from the very manufacturers that they deal with regularly.

On the other hand, independent consultants like **FE** are the best choice for unbiased, technical advice. We derive none of our income from equipment suppliers but rather serve only the needs of our clients. Federal Engineering is a truly independent consultant. We have absolutely no relationships with manufacturers or suppliers of radio systems. You can rely upon **FE** as your trusted advisor.

Optional Services—Procurement and Vendor Evaluation

Although not called out in the RFQ, **FE** can also assist the City with the following procurement support activities:

- Preparing the procurement RFP
- Attending the pre-proposal conference
- Responding to written vendor questions and preparing RFP addenda, as needed
- Developing the evaluation criteria and vendor evaluation scoresheet
- Providing an independent evaluation of vendor proposals
- Providing technical guidance during vendor demos and presentations
- Participating in contract negotiations

Phase 2—Transition Planning and Project Management

Governance Transition Support

FE will develop a schedule to assist the City transition from its current governance structure to a new bi-county model, including transition of lease agreements from current holders to the governing body under the new model. We will work with stakeholders to establish regulations and standards for managing system sites and FCC licenses.

Implementation Project Planning and Scheduling

FE has worked as the expert for many clients during implementation and migration to new radio systems. We are well aware of the project management and planning needed to achieve a smooth migration, and we will act in the City’s best interests throughout the planning process. **FE** will coordinate project planning with the vendor’s project manager. Our project manager will coordinate with the City to determine which of these tasks will be necessary based upon the vendor’s implementation tasks and schedule.

- Coordinate and participate in an Implementation Kickoff Meeting to discuss project goals, objectives, tasks, schedule, and deliverables with the City and the selected vendor
- Participate in regularly scheduled project status teleconferences and on-site meeting
- Assist in the development of project execution processes as they relate to milestone processing, effective communications across teams, roles and responsibilities, and documentation formats
- Review frequency plans and license applications as required
- Review system fleet mapping
- Maintain an independent requirements tracking matrix and punch list of items

- Monitor and track the project milestones and compliance of the defined deliverables
- Assist in resolving vendor issues, oversee the vendor's punch list development and resolution process, identify any vendor performance issues, and make appropriate recommendations to the City
- Coordinate with the City's project management personnel
- Deploy access to **FEClientNet™** website

Project Oversight and Management

FE will provide unbiased and objective implementation management services including oversight of delivery, installation, and testing of the new system. These activities may include the following, and will be finalized in a mutually agreeable task order with the City:

Detailed System Design and Acceptance Test Plan Reviews/Modifications per Review

- Detailed system design and ATPs (vendor produces and presents, **FE** reviews)
- Shop drawings including structures (vendor produces, **FE** reviews)
- Test plans (vendor develops, **FE** reviews)
- Cutover/migration plans (vendor develops, **FE** reviews)
- System backup and failure plans (vendor develops, **FE** reviews)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Regulatory Management

- FCC licensing
- NEPA/Environmental Protection Agency reporting/environmental impact reporting (if applicable)
- Site leasing and local zoning/planning (if applicable)

Equipment Inspections

- Equipment list (vendor produces, **FE** reviews)
- System component delivery (vendor orders, **FE** verifies)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Installation Inspections

- Site/subscriber installation inspections (radio/construction vendor; **FE** observes and/or verifies)
- Site inspections-workmanship, structural, civil (radio/construction vendor; **FE** observes and/or verifies)
- Dispatch center console inspections (radio/console vendor; **FE** observes and/or verifies)

Factory Testing

- Factory testing at vendor location (vendor tests; **FE** observes and reviews test results)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

Field and Coverage Testing

- Radio system coverage testing (radio vendor tests; **FE** observes and reviews test results)
- Microwave system path testing (radio/microwave vendor tests; **FE** observes and reviews test results)
- Other system performance testing (radio vendor tests; **FE** participates and reviews test results)
- System integration and interoperability testing (vendor tests; **FE** participates and reviews test results)
- Rework unaccepted tests (vendor tests; **FE** participates and reviews test results)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

System Acceptance Testing

- Final system acceptance test inspection and certification (radio vendor tests; **FE** participates, reviews, evaluates, and provides recommendations)
- Requirements Tracking Matrix and punchlist (**FE** maintains)

System Cutover/Migration

- Review cutover plans and make recommendations/enhancements (vendor creates; *FE* reviews)
- Requirements Tracking Matrix and punchlist (*FE* maintains)

C.2 Project Management Methodology (RFQ 4.1.C.2)

FE's project management approach is based upon the Project Management Institute's (PMI) *Project Management Body of Knowledge* (PMBOK). This methodology provides the City with the highest level of insight into the status of your project. Following this rigorous approach, our project manager will lead *FE's* internal team to complete the project milestones and provide deliverables on time and on budget.

FE recognizes that no project is complete without a rigorous quality assurance (QA) program. Our program supports the successful execution of the project by applying specific and rigorous QA measures to all phases of the project that include development of the study, system analysis and design, and project management until system migration and cutover. Through our industry contacts, client feedback, and use of subject matter experts, we have developed a comprehensive deliverable review program, managed by our Quality Assurance Review Board. The City will be an active participant in our quality assurance process by providing feedback on draft reports, so we can include necessary revisions in the final deliverables. This methodology provides you with the best value and most efficient deliverable timeframe for your consulting services investment.

C.3 *FE's* Team Organization (RFQ 4.1.C.3)

FE's corporate structure is shown below in Exhibit 1. The first contract a firm gets from a new client reflects the quality of its proposal and its price. Subsequent contracts, however, are dependent upon the quality of the consultant's work; of note, our first government client remains a client today. *The extent of FE's add-on contracts and repeat business with clients is the strongest testament to our reputation, the great work of our consultants, and the high quality of our work products.*

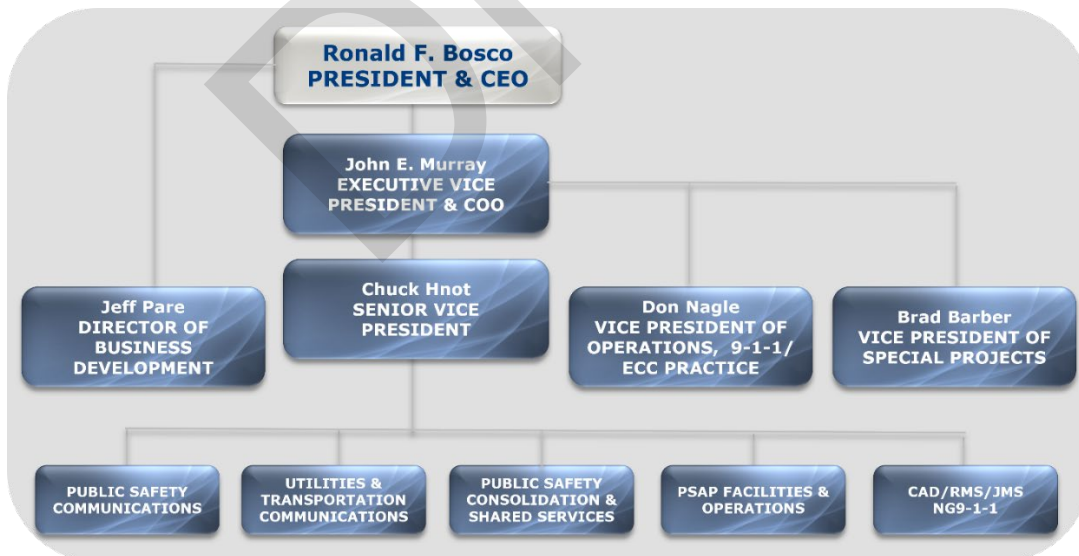


Exhibit 1—Federal Engineering's Corporate Structure

FE's private ownership provides a distinct advantage to the City: corporate decisions are not impacted by outside investors or venture capital firms. Mr. Bosco and Mr. Murray care deeply about their clients and the reputation of the company they have built from the ground up. They are heavily invested in the success of this and all other projects involving *FE*. As a result, the City can count on the direct, personal involvement of *FE's* owners in every

aspect of this critical project. As they have done for all projects, they will be active in overseeing the project and cementing a strong consulting relationship bent on accomplishing your goals. ***Our owners are fully available to provide support as needed throughout the project, at no additional cost.***

FE has carefully selected a team of our experts to meet the City’s project needs, proposing those with the most relevant qualifications and extensive knowledge of your environment and public safety landscape. **FE’s** team are all full time employees; we do not rely on any subcontractors to meet your needs. Resumes for the proposed project staff are included in the appendix.

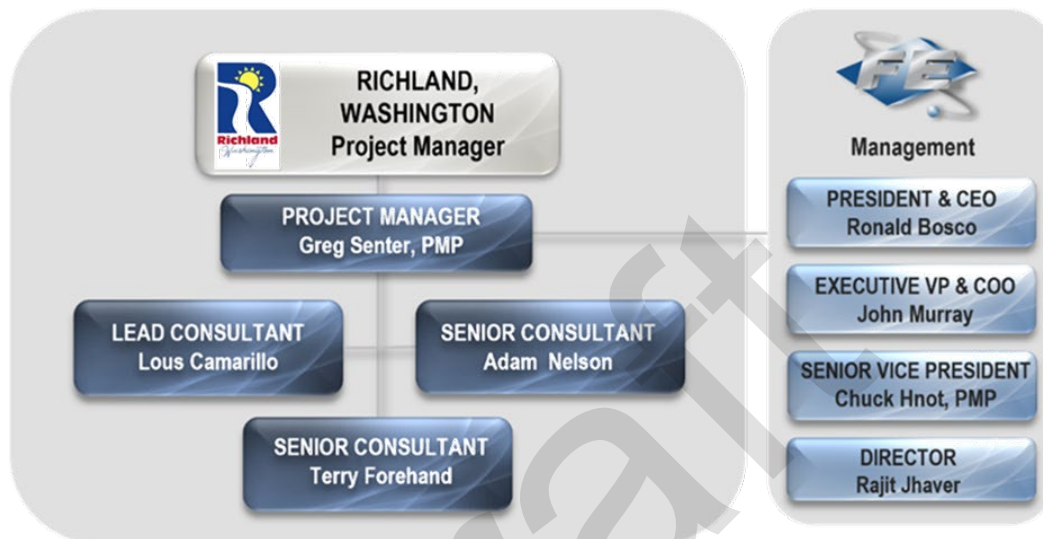


Exhibit 2—Project Team Organizational Chart

Director Rajit Jhaver will provide senior-level direction for the project, managing the assigned resources toward meeting the project schedule and objectives. He will review regular progress reports and make resource and other adjustments to align the project throughout its lifecycle with the City’s desired goals and outcomes. He is responsible for the overall success of the project for both the City and **FE**.

Greg Senter, PMP will be the Project Manager for the duration of the project, providing a single point of contact to the City and managing our internal team on a day-to-day basis. He will lead meetings and calls, track and document progress, identify issues or risks, and develop mitigation strategies as needed. Greg will work closely with our technical team, consisting of Luis Camarillo, Adam Nelson, and Terry Forehand.

Senior Vice President Chuck Hnot, PMP will manage **FE’s** processes for independent review and quality assurance. His services as well as any others provided by our principals ***are provided at no cost to the City of Richland.***

FE employs a team of 50 subject matter experts, specialists, and former first responders. Why is this important? Because at times, life happens. People get sick, they switch jobs, they get into accidents, and sadly they pass away. Life situations could have a devastating impact on a project, especially if it involved a key person. The City of Richland deserves a firm that is prepared for “life happens” moments. ***FE is that firm.*** In our decades of doing business, we have experienced all of these. But with a deep bench and overlapping skill sets, we have consistently overcome life’s happenings and successfully completed over 2,000 projects on schedule and to our clients’ satisfaction.

FE will commit the staff and resources needed to meet the City’s scope and schedule fully, on time, within budget, and in a high-quality manner. The key individuals listed as the project team will perform the work and

will not be substituted with other personnel without the City's prior approval. Each individual will be assigned to spend the time required for completion of their assignments on the project, spending 100% of their time on City tasks when appropriate and working on other projects to which they are assigned when the City's project does not require active engagement. The table below estimates their total percent of time dedicated to Richland.

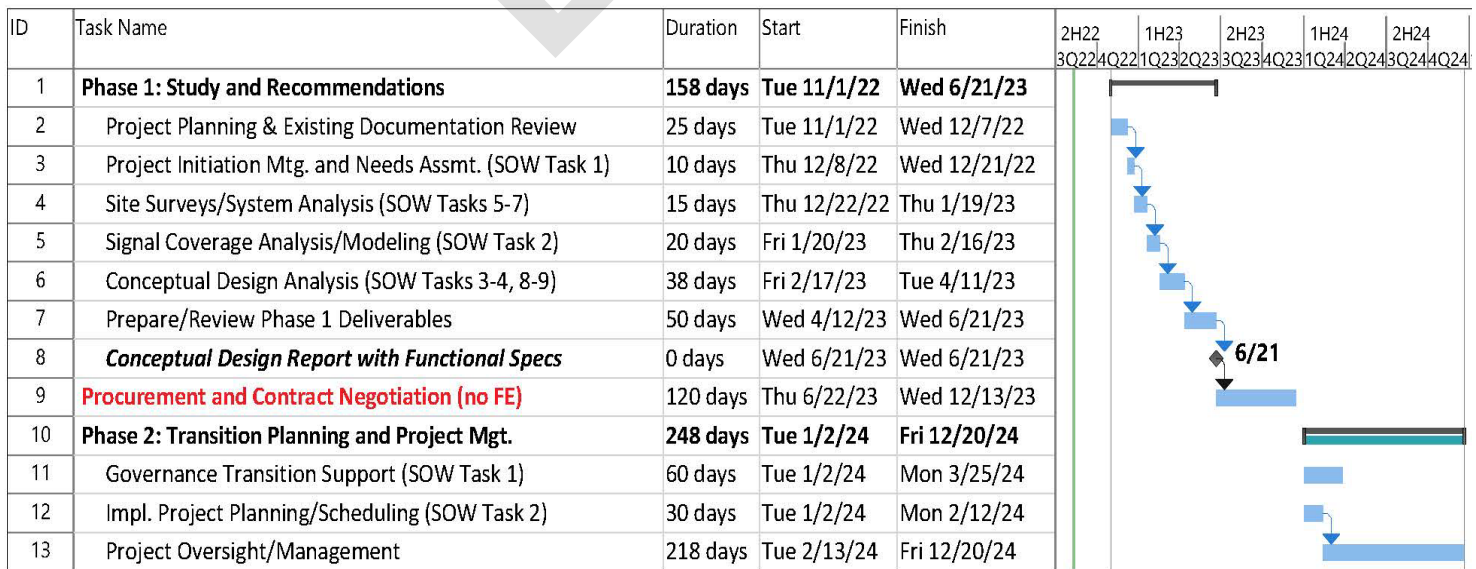
Team Member	Percent of Time (est.)		Team Member	Percent of Time (est.)	
	Richland	Others		Richland	Others
Jhaver, Director	25%	75%	Camarillo	40%	60%
Senter, Project Manager	45%	55%	Nelson	40%	60%
Hnot, Sr. Vice President	10%	45%	Forehand	20%	80%

C.4 Proposed Project Schedule (RFQ 4.1.C.4)

Our proposed team understands that your staff have limited time to devote to working with consultants because of the demands of their organizational roles. We are fully prepared to assume the burden of this project and support your efforts throughout. **FE** will commit the staff and resources needed to meet the City's scope and schedule. **FE** is prepared to begin this project immediately upon execution of contract and provide the services as shown in the high-level Gantt chart below. This proposal assumes a start date of November 1, 2022, and the tentative schedule below can be modified to meet the City's needs and will be finalized with your project manager upon contract execution.

Key risks on your project may include budgetary constraints, schedule, stakeholder involvement and consensus, governance agreements, and supply chain issues. **Our experienced team knows how to manage project risks or disputes to prevent delays and provide our deliverables to the City on schedule.** **FE** has supported jurisdictions with profiles very similar to that of the City of Richland. We appreciate the economic realities facing cities like yours and understand that radio solutions must be practical and affordable. We will leverage this experience to provide you with proven and trusted consulting services. We assure you that the City will receive our top priority. We treat all clients the same regardless of their size and profile. Our owners insist on this!

We have found that early involvement by representatives from all stakeholder departments encourages a broader understanding and participation with the assurance that their issues are being addressed and incorporated into the overall design. We engage stakeholders and facilitate consensus regarding current and future needs through a collaborative process.



C.5 Additional Information Related to *FE's* Knowledge & Expertise (RFQ 4.1.C.5)

FE is Highly Respected in the Public Safety Consulting Industry

FE is a corporate affiliate of leading industry groups. Our consultants are heavily involved in organizations that include the Association of Public-Safety Communications Officials (APCO), National Fire Protection Association (NFPA), National Emergency Number Association (NENA), Telecommunications Industry Association (TIA), Project 25 Technology Interest Group (PTIG), Federal Partnership for Interoperable Communications (FPIC), and National Public Safety Telecommunications Council (NPSTC). Our team is recognized by their peers; our consultants chair national technical committees and have had papers published by many professional organizations. Over the past five years alone our experts have presented in over 70 sessions at the International Wireless Communications Expo (IWCE), APCO, and other conferences. Our technical knowledge base includes the following:

Land Mobile Radio Systems

- Trunked
- Simulcast
- Analog Simulcast over IP
- Multicast
- Analog
- Digital

Frequency Bands

- Low band
- T-band
- VHF
- UHF
- 700/800 MHz
- 900 MHz
- 2.4, 4.9, 5.8 GHz
- Other licensed and unlicensed bands

Land Mobile Radio Technologies

- APCO TIA P25
- MPT1327
- TETRA
- DMR
- SCADA

Manufacturers' Systems and Equipment

- L3Harris
- Motorola
- Tait
- Airbus DS (Cassidian)
- EF Johnson
- Raytheon
- DataRadio
- Others

Broadband/Advanced Wireless Technologies

- LTE/FirstNet
- WiMAX
- WiFi
- Integrated voice and data

Backhaul Systems

- Microwave
- T-carrier
- Optical fiber
- Aviat Networks
- Nokia Networks
- BridgeWave
- Cambium Networks
- Proxim
- Radwin
- Others

FE Delivers the Most Cost-Effective Solution

Jurisdictions across the country are struggling with budget issues in today's environment. Economical recommendations are now, more than ever, critical to the ability for a radio project to move forward. *FE* delivers practical and affordable solutions that meet our clients' needs. Typical public safety radio projects have three phases: analysis and recommendations, procurement, and implementation. The first phase is the lowest cost involving thousands of dollars in consulting fees, while the last phase is by far the highest involving millions of dollars in equipment costs. Through our involvement in thousands of systems procurements, we have developed unmatched skills, methodologies, and database resources that consistently yield incredible results. *FE* has saved our clients millions of dollars, while delivering solutions that exceed expectations. *Richland can realize significant savings in future implementations by engaging FE during this phase of the project.*

D. RELATED PROJECT EXPERIENCE AND REFERENCES (RFQ 4.1.D)

Federal Engineering, Inc. has completed over 2,000 public safety communications projects on time, within budget and to our clients' satisfaction. As required by the RFQ, references are provided below. The table that follows lists a sampling of projects demonstrating directly related experience for development of replacement VHF radio system infrastructure within the past five years.

EL DORADO HILLS, CALIFORNIA Fire Department Communications System Assessment and Design



Project Dates: 2019 – 2020

Relevant Technologies

- VHF
- 700 / 800 MHz
- P25
- Non-simulcast analog

Project Contact

Dustin Hall, Fire Department Deputy Chief
1050 Wilson Boulevard
El Dorado Hills, CA 95762
916-933-6623
dhall@edhfire.com

Project Snapshot

- Analyze existing system
- Assess needs
- Perform site visits
- Dispatch system assessment
- Provide written analysis

PINAL COUTY, ARIZONA Public Safety Radio System



Project Dates: 2010 – 2022

Relevant Technologies

- Land mobile radio
- VHF / UHF
- P25
- 700/800 MHz

Project Contact

Jay Vargo, Director, Retired
IT Radio Communications
31 N. Pinal St., Bldg. A
Florence, AZ 85132
520-866-6336
mogreen85226@gmail.com

Project Snapshot

- Conduct needs assessment
- Perform FCC licenses review
- Deliver Functional Needs Assessment report
- Conduct table-top exercises and develop TICP
- Design new conceptual countywide system
- Determine available frequencies
- Establish site parameters
- Establish subscriber equipment characteristics
- Perform coverage analysis
- Evaluate additional sites
- Provide narrowbanding oversight
- Assist agencies in meeting FCC mandate
- Review and evaluation governance
- Conduct Continuity of Operations Gap Analysis
- Support procurement of CAD/RMS/MDS/JMS

TOWN OF AVON, CONNECTICUT Radio System Consulting Services

Project Dates: 2016 – 2021



Relevant Technologies

- VHF / UHF
- P25
- 800 MHz
- Microwave

Project Contact

John Zematis
Records/Communications Unit Manager
60 West Main Street
Avon, CT 06001
860-409-4251
jzematis@avonct.gov

Project Snapshot

- Review existing system
- Survey sites
- Assess needs and conduct user interviews
- Analyze alternatives and make recommendations
- Analyze coverage
- Develop RFP
- Support procurement
- Support implementation

LEE COUNTY, FLORIDA P25 Radio Communications Consulting



Project Dates: 2017 – 2021

Relevant Technologies

- VHF / UHF
- P25
- 700/800 MHz
- Simulcast
- Digital/analog
- Fiber optic/microwave

Project Contact

Paul Filla
Public Safety Manager
2000 Main Street, Suite 100
Fort Myers, FL 33901
239-770-0385
pfilla@leegov.com

Project Snapshot

- Analyze needs
- Assess existing system
- Develop requirements
- Analyze coverage
- Develop vendor RFP
- Provide procurement support including contract negotiation and vendor selection
- Manage project implementation



CITY AND COUNTY OF HENDERSON, KENTUCKY Radio Communications Consulting

Project Dates: 2014 – 2019

Relevant Technologies

- VHF / UHF
- 700 MHz
- Analog and digital
- Conventional and trunked
- Logging recorder
- Fire alerting

Project Contact

William “Buzzy” Newman
City Manager
222 First Street
Henderson, KY 42420
270-831-1200
bnewman@cityofhendersonky.org



Project Snapshot

- Conduct needs assessment
- Prepare alternatives analysis
- Develop RFP and procurement-related documents
- Assist with vendor proposal review and contract negotiations
- Provide implementation support

FLOYD COUNTY, VIRGINIA Public Safety Radio Consulting Services

Project Dates: 2019 – 2021

Relevant Technologies

- VHF / UHF
- P25
- 700 / 800 MHz

Project Contact

Kevin Sowers
9-1-1 Coordinator
120 West Oxford Street
Floyd, Virginia 24091
540-745-9313
ksowers@floydcova.org



Project Snapshot

- Assess needs
- Analyze feasibility
- Develop preliminary design
- Develop specifications
- Develop RFP
- Support procurement
- Manage implementation



City of Richland, Washington

VHF System Replacement

Relevant Project Experience in the Past Five Years

Client Name/ Location/Title/Dates	Contact	Details of Work
Dawson County, Georgia Radio System Upgrade 2021 – present	Greg Rowan Chief Deputy, Dawson County Sheriff's Office 19 Tucker Avenue Dawsonville, GA 30534 706-344-3535 rowan@dawsoncountysheriff.org	The County sought to upgrade its existing analog VHF simulcast Motorola SmartNet system with two channels and three sites, to a P25-compliant system. FE interviewed users to identify/verify requirements, wrote specifications for an RFP, and provided project management services to oversee the installation, implementation, and testing of the selected system. The project is proceeding within budget and on schedule.
Benton County, Oregon Radio and Infrastructure Assessment 2022 – present	Don Rogers Benton County Sheriff's Office 180 NW 5th St. Corvallis, OR 97330 541-766-6056 Don.Rogers@co.benton.or.us	County agencies rely on several systems utilizing VHF and 700/800 MHz frequencies, including one Motobridge system that allows a level of interfacing between VHF and 700/800 MHz radios. Law Enforcement agencies can switch over to ISSI to utilize State coverage systems to help fill the communications gap. FE is conducting a needs assessment, developing a conceptual design and recommendations, proceeding on schedule and with budget.
Columbia County, Oregon Radio Consulting 2021 – 2022	Mike Fletcher Executive Director County 9-1-1 P.O. Box 998 St. Helens, OR 97051 503-366-6971 mfletcher@columbia911.com	FE evaluated four alternatives: 1) Clark Regional Emergency Services Agency 800 MHz system, 2) Washington County Consolidated Communications Authority 800 MHz system, 3) build a VHF system, or 4) build a 700 MHz system. FE identified coverage/interference issues and determined the best tower configuration from among those in use and those that partner agencies would share. FE compiled a cost analysis and a technical comparison of the three responses from a 2018 RFI, completing the project within budget and on schedule.
Tillamook County, Oregon Public Safety Radio Consulting 2019 – present	Rachel Hagerty Project Manager 201 Laurel Avenue Tillamook, OR 97141 503-842-3404 rhagerty@co.tillamook.or.us	FE was selected to support the upgrade or replacement of the countywide VHF conventional public safety radio system. The FE team completed the needs assessment and conceptual design within budget and on schedule. The County engaged FE to provide ongoing guidance through RFP development, procurement, and implementation.
Northumberland County, Virginia LMR System Assessment and Alternatives 2018 - 2021	Luttrell Tadlock County Administrator 72 Monument Place Heathsville, VA 22473 804-580-7666 ltadlock@co.northumberland.va.us	FE evaluated the pros and cons and costs of upgrading the existing county system or joining the regional King and Queen County and Essex County UHF system. FE prepared a list of high-level performance requirements and then conducted a validation workshop to establish specifications. FE's report compared ownership/governance, administration, interoperability, cost, performance, tower locations, and spectrum. The project was completed within budget and on schedule.
Pitt County, North Carolina Radio System Assessment, Design, and Procurement 2010 - 2020	Tim Corley County Engineer 717 West 5th Street Greenville, NC 27834 252-902-3175 Tim.corley@pittcountync.gov	FE conducted a comprehensive needs assessment and analyzed the County's tower configuration, coverage, and frequency licenses, identifying critical issues. FE prepared a vendor-neutral technical specification and RFP for the selected 700/800 MHz P25 solution and assisted with procurement and radio system vendor negotiations. FE's assistance resulted in a cost savings of approximately \$1M. The project concluded within budget and on schedule.





City of Richland, Washington

VHF System Replacement

Relevant Project Experience in the Past Five Years

Client Name/ Location/Title/Dates	Contact	Details of Work
Town of South Kingstown, Rhode Island Land Mobile Radio Consulting Services 2019-2020	Julie Mason Procurement Administrator Town of South Kingstown 180 High Street Wakefield, RI 02879 401-789-9331 jmason@southkingstown.com	FE conducted a pre-design analysis, prepared a conceptual design, developed specifications, helped prepare a vendor RFP, evaluated proposals, made recommendations and supported contract negotiations and assisted with construction administration and implementation. We conducted onsite inspections, furnished the Town with progress reports, analyzed logistics plans, oversaw system acceptance tests, and completed final inspections verifying all items were installed as directed in the contract, within budget and on schedule.
Dona Ana County, New Mexico LMR Consulting 2021 – ongoing	Bob Bunting IT Director 845 N. Motel Blvd. Las Cruces, NM 88007 575-525-5903 bobb@donaanacounty.org	FE performed a needs assessment with analysis of two specific alternatives: remaining on VHF or joining the state system. FE conducted interviews with system users to identify current and projected communications needs, assessed radio system equipment, backhaul networks and equipment, tower sites and their interfaces to other systems, radio consoles, subscriber units and accessories, coverage and costs.
Emergency Communications of Southern Oregon Public Safety Communications Consulting 2016 – 2020	Margie Moulin, Director 400 Pech Road Central Point, OR 97502 541-774-5061 Margie.Moulin@ECSO911.com	FE provided consulting services for replacement of the ECSO VHF radio system, which was experiencing capacity, interoperability, and performance issues, especially following narrowbanding. FE conducted a needs assessment, existing system analysis, site surveys, frequency spectrum, and coverage analysis. We created a conceptual design and assisted during procurement and implementation. FE also completed a migration plan with short-, mid-, and long-term benchmarks to minimize down time.
Lincoln County, Oregon PSMR Interoperable Communications Planning 2016 – 2017	Jen Demaris County Emergency Manager 225 West Olive Street Newport, Oregon 97365 541-265-4199 vdemaris@co.lincoln.or.us	FE evaluated the county's communications system and addressed future growth and expansion, including coverage gaps, technological advances, and systemwide capability in a natural disaster or human-caused terrorist attack. FE identified issues, needs, and barriers to communications among agencies and disciplines, and recommended solutions to enable interoperability. FE also inventoried the area's communications resources and detailed how they could be used to provide fast, on-scene, mission-critical voice communications among all first-responder agencies. We created a TICP that complies with the incident command system as defined in the NIMS model.
City of Cape Girardeau, Missouri Public Safety Radio System Procurement 2016 – 2021	Molly Mehner Deputy City Manager 401 Independence St. Cape Girardeau, MO 63703 573-339-6320 mmehner@cityofcape.org	FE assessed the current radio system and recommended a replacement/ upgrade path from a conventional VHF system to P25 Phase 1. In addition, we delivered an RFP to seek vendors for a new public safety radio system. FE also supported the evaluation of proposals, and assisted during contract negotiations leading to contract award
Buncombe County, North Carolina Assessment and Upgrade Planning and RFP Development 2010 – 2020	Vance Bell IT Operational Services Manager 59 Woodfin Place Asheville, NC 28801 828-250-6854 vance.bell@buncombecounty.org	FE conducted a needs analysis and surveyed the five simulcast transmit sites and one receive-only site used for radio coverage to determine if they were suitable for continued use. Estimated costs associated with site improvements met the county's needs and were provided. FE also performed system propagation analysis on outdoor and in-building coverage and provided coverage models. We also presented conceptual designs for infrastructure, backhaul, and capacity and developed the system RFP.



APPENDIX: TEAM RESUMES

RAJIT JHAVER

Director



EDUCATION

- M.B.A., Strategy, Finance, and Economics, with Honors, University of Chicago
- B.S., Computer Engineering, University of Toronto, Ontario

GENERAL BACKGROUND

Mr. Rajit Jhaver is responsible for providing consulting services for public safety mission critical voice communications to state and local government customers. His 20 years of experience include designing and implementing communications systems for a major radio vendor as well as independent consultant. His roles include assessing current communications infrastructure and local needs, developing system requirements, and providing design alternatives including cost-benefit analyses for each. Mr. Jhaver has in-depth experience in APCO P25 interoperability standards and design as well as all phases of land mobile radio systems engineering. Mr. Jhaver is also able to analyze cost/benefits, complete economic analysis for systems and provide strategic planning for radio administrators.

PROJECT EXPERIENCE

State of Washington

- Pierce County Narrowband Project
- Statewide OSCCR Network Build-Out Consulting
- Statewide LMR Strategic Plan

State of Oregon

- Benton County First Responder Radio and Infrastructure Assessment
- Columbia County Radio Consulting
- Emergency Communications of Southern Oregon Public Safety Communications Consulting
- City of Portland Public Safety Communications consulting
- Columbia County Radio Consulting
- Malheur County Communications Assessment
- Multnomah County Radio Consultant

State of Arizona

- City of Mesa VHF Fire Hazard Zone Communications
- City of Mesa Tower Configuration Review
- City of Mesa Coverage Study
- Pinal County Radio Communications System Strategic Plan and Narrowbanding Oversight
- Pinetop Fire District-Navajo County Coverage Analysis
- City of Sedona VHF Radio Communications Upgrade

State of California

- El Dorado Hills Fire Department Communications System Assessment
- Merced County Interoperability Communications Consulting
- Monterey County Radio Assessment and Design
- San Diego County Public Safety Radio Consulting

State of Texas

- City of El Paso/El Paso County Public Safety Mobile Radio P25 System Evaluation and Implementation

AREAS OF EXPERTISE

- Network Design and implementation
- Site assessment
- Public safety voice and data communications
- Public safety mission critical voice networks





GREGORY SENTER, PMP

Project Manager

EDUCATION & TRAINING

- B.S. Electrical Engineering, Oklahoma Christian University, Cum Laude 1993
- M.B.A. Technology Management, University of Texas at Austin, Dean's List 2001

AREAS OF EXPERTISE

- Project Management
- Cross-functional team leadership
- Process improvement
- Product Life Cycle Management
- Risk management

GENERAL BACKGROUND

Mr. Greg Senter possesses over 25 years of experience in program leadership, project management, and technology product development working in both the public safety communications and semiconductor industries with a proven track record bringing complex products to market and turnkey projects to completion while providing outstanding customer experience. He excels in innovative system designs and deployment solutions, while providing strategic planning for effective and efficient execution of the plan. His leadership successfully fulfills the project technical, schedule, performance, quality, financial and compliance commitments to the customer and stakeholders' satisfaction.

PROJECT EXPERIENCE

State of New Mexico

- Santa Fe County Public Safety Radio System Alternatives

State of Oklahoma

- Statewide Radio Strategic Plan

State of Rhode Island

- South Kingstown professional consulting for a multi-site UHF multi-cast radio system

State of Washington

- Statewide LMR Strategic Plan

ADDITIONAL RELEVANT EXPERIENCE

EF Johnson Technologies, Irving, Texas Directory, PMO/Senior Program Manager

Innovating, developing and deploying systems designed to meet the secure communications needs of public safety and public service organizations.

Airbus DS Communications, Dallas, Texas P25 Senior Project Manager

Managed the delivery phase of P25 customer contract successfully fulfilling the project technical, schedule, performance, quality, financial and compliance commitments.

Texas Instruments, Dallas, Texas Section Manager, Program Manager, and Senior Product Engineer

Global semiconductor design and manufacturing company with solutions that encompass a broad range of Wireless applications

AREAS OF EXPERTISE (cont.)

- ISO Audits
- Customer/Vendor management
- Contract management
- MS Office/Project/Teams/Visio
- STI Field Test 7

LICENSES & CERTIFICATIONS

- Project Management Institute, PMP #1259346, 2009
- FCC Amateur Radio License #K15GDV, 2019
- CommScope Design & Integration, ComSearch Microwave Path Engineer, 2019, #BH688381US201AS2





LUIS CAMARILLO

Lead Consultant

EDUCATION

- M.S., Information Engineering, and Telecom Engineering, Southern Methodist University
- B.S., Telecom Engineering Technology, Texas A&M University

AREAS OF EXPERTISE

- Long Term Evolution
- Public safety mobile radio
- Wireless communications
- RF propagation analysis
- VoIP disaster recovery

GENERAL BACKGROUND

Mr. Luis Camarillo is a Certified Telecommunications Engineer with over 15 years of hands-on experience in cellular communications, information technology and land mobile radio. He has valuable knowledge in P25, digital mobile radio and LTE. Mr. Camarillo has designed citywide, countywide, and statewide voice and data systems that meet and often exceed customer requirements. System design activities include user needs assessments, product lifecycle evaluation, radio coverage analysis, and RFP development. Mr. Camarillo's extensive background solidifies his ability to analyze the ever-changing requirements in today's mission-critical environments.

PROJECT EXPERIENCE

State of Washington

- Seattle City Light PSMR Assessment, Design and Implementation
- Statewide System Strategic Plan
- Statewide OSCCR Network Build-out

State of Oregon

- Benton County First Responder Radio and Infrastructure Assessment
- Emergency Communications of Southern Oregon Public Safety Radio System Design
- Statewide Public Safety Communications Planning

State of California

- El Dorado Hills Fire Department Communications System Assessment and Design
- City of San Diego Public Safety Radio Communications System Assessment, Design, Procurement, and Implementation

State of Arizona

- City of Mesa VHF Fire Hazard Zone Radio Communications System Assessment and Procurement Support
- Pinal County Procurement, Implementation, and Technical Support

State of Georgia

- Henry County Public Safety Radio System Replacement Services

Commonwealth of Kentucky

- City of Paducah-McCracken County Radio System Procurement Support

AREAS OF EXPERTISE (cont.)

- Traffic engineering theory
- Electronic circuit analysis
- Engineering management
- Information technology
- Network management

PROFESSIONAL ORGANIZATIONS

- Institute of Electrical and Electronics Engineers
- International Association for Radio, Telecommunications and Electromagnetics





ADAM NELSON

Senior Consultant

EDUCATION

- M.S, Geographic Information Systems, The Pennsylvania State University
- B.S., Information Technology, University of Phoenix with honors

RELEVANT SKILLS

- RF Propagation prediction/analysis
- RF interference assessment and mitigation
- System capacity planning
- Frequency planning
- Frequency coordination and licensing
- GIS coordination, curation, analysis, and modeling
- Radio infrastructure and performance analysis
- LTE system design

GENERAL BACKGROUND

Mr. Nelson has over 17 years of experience providing consulting services in the fields of public safety, telecommunications, and information technologies. As a member of **FE's** Spectrum Center of Excellence, his specialties include radio frequency prediction and analysis, frequency and capacity planning, interference mitigation, LTE system design and analysis, and spectrum-related efforts pertaining to frequency licensing and coordination. His background also includes the management and maintenance of various municipal wireless networks, specifically in the realm of public safety communications. He has participated in all phases of communications system lifecycle from needs assessment, system recommendations, RFP development, through implementation. Mr. Nelson has extensive experience with GIS platforms such as ESRI's ArcGIS. Leveraging his GIS expertise, he has developed web apps, geo-processing tools, and analysis models for various types of communications systems.

PROJECT EXPERIENCE

RF Coverage Prediction, Capacity Analysis, Interference Analysis, and/or Channel Planning for the following clients/projects:

Statewide Projects

- State of Washington
- State of Nevada
- State of Oregon

Regional Projects

- El Dorado Hills (California) Fire Department
- Emergency Communications of Southern Oregon
- Multnomah County, Oregon
- Pinal County, Arizona
- San Diego County, California
- Santa Barbara County, California
- Tillamook County, Oregon
- Wallowa County, Oregon

Municipal Projects

- City of El Dorado Hills, California
- City and County of San Francisco, California
- City of San Diego, California

Commercial Projects

- NOVA Group, Victoria, Australia P25 VHF Radio Coverage White Paper

CERTIFICATIONS AND TRAINING

- Simulcast Radio Systems, Motorola Certified Training
- Integrated Voice and Data Systems, Motorola Certified Training
- RAPTR Certified Training
- ATDI Developer Training
- ArcGIS Developer Training
- Certified GEOINT Professional
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- Astro 25 Radio System Management, Motorola

PROFESSIONAL ORGANIZATIONS

- Association of Public Safety Communications Officials (APCO)





TERRY FOREHAND

Senior Consultant

AREAS OF EXPERTISE

- Public safety and private wireless networks
- Needs assessment and solution development
- Voice and data communications network implementation and acceptance testing
- Radio system exercise development and execution
- Radio system budgetary analysis
- Contract negotiation

GENERAL BACKGROUND

Mr. Terry Forehand has over 18 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government, and private enterprises. He is experienced with P25 systems and broadband systems and has developed interoperable programming templates for trunking and conventional radios and networks. Mr. Forehand has also developed budgetary requirements for communications systems and managed the implementation of complex systems.

PROJECT EXPERIENCE

State of Oregon

- Emergency Communications of Southern Oregon PSMR Consulting Services
- Wallowa County Radio Consulting and Systems Analysis

State of California

- Los Angeles Regional Interoperable Communications System (LA-RICS)
- Marin County P25 PSMR Communications Consulting Services
- San Diego and Imperial Counties Regional Public Safety Communications System Consulting
- City of San Diego Rebanding and Frequency Research
- City and County of San Francisco 800 MHz Public Safety Radio Replacement Services

State of Idaho

- Elmore County PSMR Needs Assessment

State of Oklahoma

- Statewide Radio Strategic Plan

State of Nevada

- Statewide PSMR Procurement Support
- Washoe County LMR Technical Support

State of Utah

- Statewide LMR Implementation Consulting Services

State of Georgia

- Camden County P25 PSMR Needs Assessment
- Dawson County Radio System Upgrade
- Henry County P25 PSMR Assessment and Procurement Support

Commonwealth of Kentucky

- City of Henderson-Henderson County PSMR P25 Needs Assessment and Analysis, and RFP Development
- City of Paducah Public Safety Radio, Logging, and CPE Consulting Services

PROFESSIONAL TRAINING

- Radio Repeater Course, U.S. Army
- Satellite Communications Systems Terminal Maintainer Course, U.S. Army
- ASTRO 25 Radio System Management, Motorola

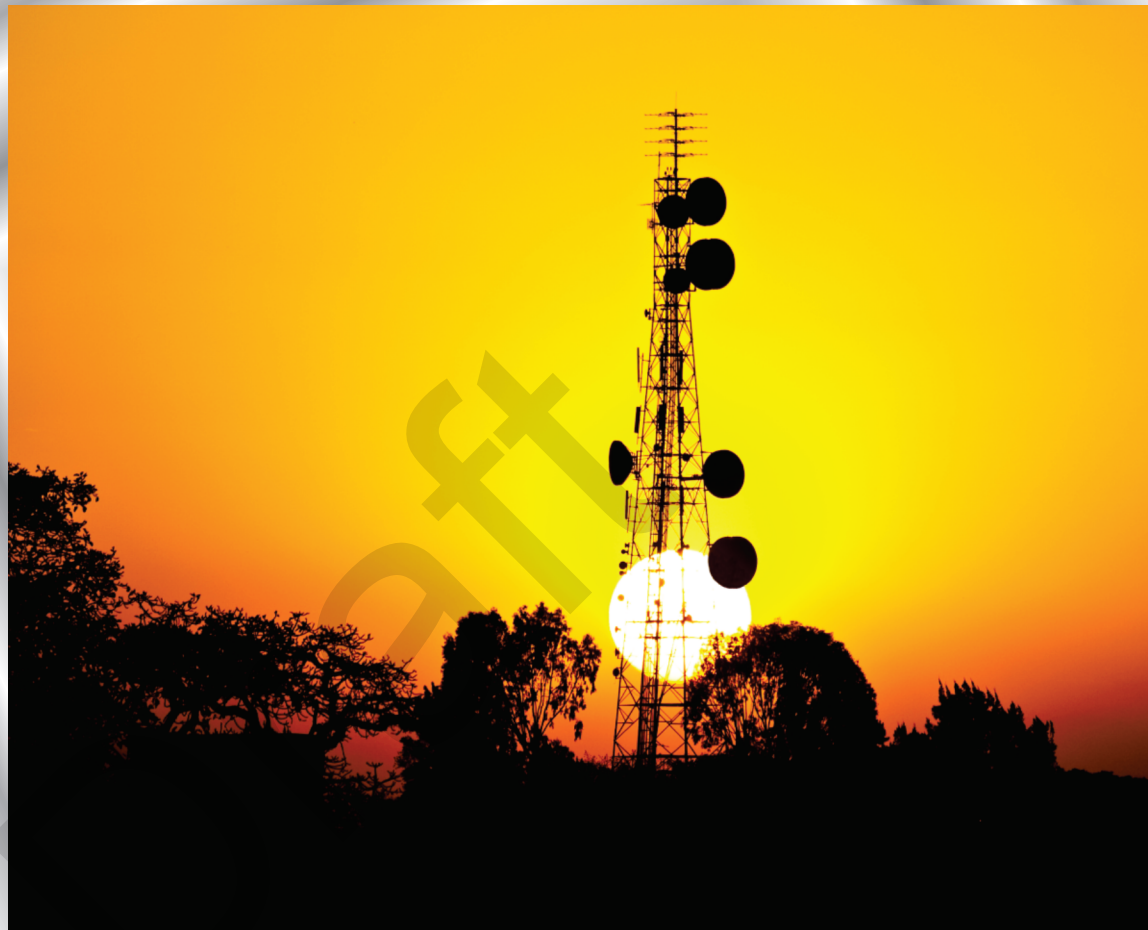
PROFESSIONAL ORGANIZATIONS

- Association of Public Safety Communications Officials

CERTIFICATES AND AWARDS

- CENTRACOM Gold Elite Certificate of Achievement, Motorola
- SmartZone Overview Certificate of Achievement, Motorola
- ASTRO 25 Integrated V&D Certificate of Completion, Motorola





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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-31, Authorizing Submission of Comments to the United States Army Corps of Engineers for the Yakima River Delta Habitat Restoration Project

Department/Office
Deputy City Manager

Ordinance/Resolution Number:
2023-31

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-31, authorizing the City Manager to submit comments to the United States Army Corps of Engineers for the Yakima River Delta Habitat Restoration Project.

Summary:

The United States Army Corps of Engineers (USACE) is authorized and funded to plan and construct a project known as the Yakima River Delta Habitat Restoration Project (the "Project"). The objective of the Project is to improve water quality in the Yakima River by removing the Bateman Island Causeway and redirecting portions of the Yakima and Columbia Rivers through the Yakima River Delta south of Bateman Island. The City of Richland supports USACE's intent to improve water quality in the Yakima River provided that the Project does not result in adverse impacts that are left unmitigated. The USACE is utilizing an integrated National Environmental Policy Act (NEPA) Environmental Assessment (EA) process concurrent with a Water Resources Development Act of 1986 Section 1135 planning study, and intends to issue a Finding of No Significant Impact (FONSI) following a public comment period ending March 10, 2023.

The City of Richland has public safety and management responsibilities for lands leased from the USACE under Department of the Army Lease No. W91EF-1-04-14 (Richland Contract No. 55-04). For example, the City fights periodic wildland fires on Bateman Island using the Bateman Island Causeway for access, with the most recent fire occurring in 2017. The 2017 Bateman Island Fire, which burned 70 acres, took six days and nearly 200 firefighters from 13 separate agencies to extinguish. Additionally, for nearly 80 years, Richland residents have traversed the Bateman Island Causeway to access Bateman Island for outdoor recreational purposes including fishing, hiking, bird watching, dog walking, and general enjoyment of the outdoors. Also, rerouting portions of the Columbia and Yakima Rivers through existing marinas without providing marina protection is likely to be detrimental to the public boat launch and marina infrastructure and may ultimately result in the loss of these amenities.

As currently presented, the Project will not provide replacement access to Bateman Island in support of fire suppression or recreational use, or boat launch/marina protection features following removal of the Bateman Island Causeway. The City has retained the services of qualified subject matter experts to engage with the Project's NEPA EA process on the City's behalf, and to sufficiently capture the City's concerns from a technical and legal perspective in the official record. Resolution No. 2023-31 will authorize submission of comments to the USACE expressing the City's concerns with the Project as proposed.

Staff recommends adoption of Resolution No. 2023-31.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-31

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING SUBMISSION OF COMMENTS TO THE UNITED STATES ARMY CORPS OF ENGINEERS FOR THE YAKIMA RIVER DELTA HABITAT RESTORATION PROJECT.

WHEREAS, the United States Army Corps of Engineers (USACE) is authorized and funded to plan and construct a project known as the Yakima River Delta Habitat Restoration Project (the “Project”). The objective of the Project is to improve water quality in the Yakima River by removing the Bateman Island Causeway and redirecting portions of the Yakima and Columbia Rivers through the Yakima River Delta south of Bateman Island; and

WHEREAS, the City of Richland supports USACE’s intent to improve water quality in the Yakima River provided that the Project does not result in adverse impacts that are left unmitigated; and

WHEREAS, USACE is utilizing an integrated National Environmental Policy Act (NEPA) Environmental Assessment (EA) process concurrent with a Water Resources Development Act of 1986 Section 1135 planning study, and intends to issue a Finding of No Significant Impact (FONSI) following a public comment period ending March 10, 2023; and

WHEREAS, the City of Richland has public safety and management responsibilities for lands leased from the USACE under *Department of the Army Lease No. W91EF-1-04-14* (Richland Contract No. 55-04); and

WHEREAS, the City fights periodic wildland fires on Bateman Island using the Bateman Island Causeway for access, with the most recent fire occurring in 2017. The 2017 Bateman Island Fire, which burned 70 acres, took six days and nearly 200 firefighters from 13 separate agencies to extinguish; and

WHEREAS, for nearly 80 years, Richland residents have traversed the Bateman Island Causeway to access Bateman Island for outdoor recreational purposes including fishing, hiking, bird watching, dog walking, and general enjoyment of the outdoors; and

WHEREAS, rerouting portions of the Columbia and Yakima Rivers through existing marinas without providing marina protection is likely to be detrimental to the public boat launch and marina infrastructure and may ultimately result in the loss of these amenities; and

WHEREAS, as currently presented, the Project will not provide replacement access to Bateman Island in support of fire suppression or recreational use, or boat launch/marina protection features following removal of the Bateman Island Causeway; and

WHEREAS, the City has retained the services of qualified subject matter experts to engage with the Project’s NEPA EA process on the City’s behalf, and to sufficiently capture the City’s concerns from a technical and legal perspective in the official record.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to transmit comments prepared on behalf of the City of Richland to the United States Army Corps of Engineers during the NEPA EA public comment period for the Yakima River Delta Habitat Restoration Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-32, Authorizing a Work Crew Agreement with Benton County

Department/Office
Deputy City Manager

Ordinance/Resolution Number:
2023-32

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-32, authorizing the City Manager to sign and execute an agreement with Benton County for work crew services.

Summary:

The City operates an extensive public park program with 58 locations and nearly 3,000 acres of property. Benton County operates a jail and offers certain non-violent offenders the opportunity to participate on a work crew in lieu of serving jail time. Because RCW 9.92.130 provides for a work crew sentence for persons convicted of crimes by a municipal or district court judge, the cities of Kennewick, Richland and West Richland entered into an agreement with Benton County in 1994 for the provision of work crews benefitting Richland parks and facilities (see Contract No. 34-94). The 1994 work crew agreement was superseded in 1999 by an updated agreement adding the City of Prosser as a party.

In early 2020, the COVID-19 pandemic closed businesses and government facilities and emptied the courthouses and jails of all but the most dangerous of offenders, leaving no opportunity for Benton County to deploy work crews in Richland, Kennewick, West Richland or Prosser. In September 2020, after months of paying for work crew services that could not be realized due to the global pandemic, the City of Richland terminated its long-standing work crew agreement with Benton County. More than two years later, the opportunity to reinstate the work crew program as an effective jail alternative has returned, and the Richland City Prosecutor and Benton County District Court Bench have expressed interest in seeing this useful jail alternative reinstated.

A one-year agreement will provide the City with a meaningful opportunity to evaluate the costs and benefits of the program before making a long-term financial commitment. The annual net cost of the program is anticipated to be \$5,085 after balancing program expenses against jail savings.

Staff recommends adoption of Resolution No. 2023-32.

Fiscal Impact:

The annual expense of the work crew is estimated to be \$173,155. The annual estimated associated jail savings is \$168,070. The net cost of the proposed Benton County Work Crew is estimated to be \$5,085.

Attachments:

1. Resolution No. 2023-32
2. Proposed Work Crew Agreement with Benton County

RESOLUTION NO. 2023-32

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WORK CREW AGREEMENT WITH BENTON
COUNTY.**

WHEREAS, the City of Richland operates an extensive public park program with 58 locations and nearly 3,000 acres of property; and

WHEREAS, Benton County operates a jail and offers certain non-violent offenders the opportunity to participate on a work crew in lieu of serving jail time; and

WHEREAS, RCW 9.92.130 provides for a work crew sentence for persons convicted of crimes by a municipal or district court judge; and

WHEREAS, in 1994, the cities of Kennewick, Richland and West Richland entered into an agreement with Benton County for the provision of work crews benefitting Richland parks and facilities (*see* Contract No. 34-94); and

WHEREAS, the 1994 work crew agreement was superseded by an updated agreement in 1999 adding the City of Prosser as a party; and

WHEREAS, in early 2020, the COVID-19 pandemic closed businesses and government facilities and emptied the courthouses and jails of all but the most dangerous of offenders, leaving no opportunity for Benton County to deploy the work crew;

WHEREAS, in September 2020, after months of paying for work crew services that could not be realized due to the global pandemic, the City of Richland terminated its long-standing work crew agreement with Benton County; and

WHEREAS, more than two years later, the opportunity to reinstate work crew as an effective jail alternative has returned; and

WHEREAS, the Richland City Prosecutor and the Benton County District Court Bench have expressed interest in seeing this useful jail alternative reinstated; and

WHEREAS, a one-year agreement will provide the City with a meaningful opportunity to evaluate the costs and benefits of the program before making a long-term financial commitment.

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 one-year service agreement with Benton County for work crew labor.

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 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**SERVICE AGREEMENT
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County through its courts and Benton County Corrections Department (hereinafter "County") and the City of Richland (hereinafter "City") for the purpose of having Benton County provide a work crew to the City.

WHEREAS, work crew provides an effective, alternative to incarceration, punishment option for offenders convicted of minor crimes; and

WHEREAS, alternatives to incarceration are cost effective, help reduce jail populations, provide benefit to the community and reduce recidivism; and

WHEREAS, the courts concur the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, Chapters 9.92.130 and 9.92.140 of the revised Code of Washington provide for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; NOW, THEREFORE:

The parties mutually agree as follows:

1. Purpose of Agreement

The purpose of this agreement is to provide an alternative to incarceration when appropriate for non-violent offenders to reduce the need for additional jail facilities and provide useful public services. On approval of the courts, Benton County Prosecutor's Office, Richland City Prosecutor, and the Benton County Corrections Department, certain misdemeanor and felony offenders may be considered for work crew service. Work crew placement shall be available for both incarceration sentences, deferred sentences, stipulated order of continuances, as well as fines.

2. Responsibilities of Benton County

- a. The County, through its Courts and Benton County Corrections Department, will provide transportation and supervision for all work crews unless otherwise agreed by the city and county.
- b. A County Corrections Officer will provide constant supervision of work crews and provide worksite instruction and direction to all participants to ensure a safe work environment and good project outcomes.
- c. The County will develop screening guidelines for offenders eligible for work crews. Included in the screening guidelines shall be a provision that the Judge sentencing an offender will indicate whether or not the offender is eligible to be placed on work crew for all or a portion of his/her sentence or one of the qualifying criminal justice resolutions found in section 1 of this agreement. The Judge shall also set a rate for reducing fines and court costs owed in relation to the work crew assignment.
- d. County will maintain a policy for the Work Crew that includes participant cost and responsibilities. All Work Crew participants will be required to agree to the terms of the Benton County Work Crew Program Acceptance Guidelines.
- e. Work crew participants are not exclusive to be City of Richland participants (i.e., a Benton County work crew participant may be assigned to the City of Richland work crew and a City of Richland work crew participant can be assigned to the Benton County work crew).
- f. City of Richland participants will take priority prior to selecting other participants from other jurisdictions.
- g. Any and all necessary documentation or paperwork regarding the work crew shall be provided by the County including a monthly invoice and associated spreadsheet identifying the administrative cost and daily work crew participation.
- h. The County shall identify and provide protective equipment and, or clothing needed to mitigate the effects of hazards. All work shall stop, and the crew shall withdraw from a work site if hazardous conditions or materials are discovered that cannot adequately be mitigated with protective equipment or clothing.

- i. The County will train work crew participants, and supervisory staff, regarding work to be performed and any safety requirements specific to the work site and the use of any specialized equipment.
- j. In the event of work crew participant illness or injury related to work crew activities, County will provide appropriate first aid level of care. If necessary, emergency medical assistance will be called, or the participant will be transported to the nearest medical facility for treatment. County will pay all expenses related to treatment of offender and bill the City actual cost. The cost of treatment provided to participants beyond first aid level of care for any and all work-related injuries will be paid in accordance with Title 51 RCW. The City's L&I account number will be the account number used by participants, County, and medical providers when reporting a participant's work-related injury.

3. Responsibilities of the City

The City shall have the following responsibilities under this agreement:

- a. Accept and utilize work crew for appropriate projects.
- b. Provide a minimum one-week, forward-looking schedule of work locations and tasks to the work crew Supervisor.
- c. Prior to contract execution, contact its L&I Account Manager to request and authorize the addition of Offender L&I Risk Classification 4908 to the City's L&I account. The City will provide County with a copy of the Rate Notice received from L&I that confirms the addition of Risk Classification 4908 to the City's L&I account. Each quarter, for work crew services provided to the City during the previous quarter, City will report to L&I the total number of offender hours worked and pay the total cost due for workers' compensation coverage directly to L&I for those offender hours.
- d. Discuss the work crew program with any collective bargaining units which may be affected. The parties to this agreement do not intend to supplant either permanently or temporarily work normally performed by full time municipal employees, and the impact of work crew shall be the responsibility of the City to discuss with their respective collective bargaining units.

4. Cost Agreement

- a. The City shall be solely responsible for the actual operational cost of the work crew program under bars code GF203294 (or its successor) (e.g., wages, benefits, equipment, materials, dump fees, etc.). County shall bill the City the work crew program costs from the previous month no later than the 20th of each month. Thereafter, the City shall have thirty (30) days to remit payment to the County. December actual expenditures will be billed in February due to annual accruals.
- b. Expenditures are not tied to usage. If the work crew is inactive (i.e., not going out daily due to extreme heat, or lack of available offenders), this does not create a credit or any decrease in responsibility for expenditures.
- c. In addition to the amounts owed under Section 4.a. and 4.b. above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Corrections Budget and under bars code GF203294 (or its successor).

5. Administration

The County and the City shall designate a representative to administer this agreement. Each party to the contract will notify the other party as to who the designated representative is.

For City: Joe Schiessl, Deputy City Manager
625 Swift Blvd., MS-4
Richland, WA 99352
Phone: (509) 942-7778
JSchiessl@CI.RICHLAND.WA.US

For County: Kasey Kist, Jail Lieutenant
7122 W Okanogan Pl. Suite B110
Kennewick, WA 99336
Phone: (509) 460-4938
Email: Kasey.Kist@co.benton.wa.us

6. Effective Date

This agreement shall be effective as of the date of execution by both parties.

7. Duration

This agreement shall be for a period of one (1) year from its effective date. The agreement may be renewed for automatic additional one (1) year terms upon written agreement of the parties issued no later than thirty (30) days prior to the expiration of the agreement.

8. Termination

At the election of any party, this agreement may be terminated with or without cause upon the giving of thirty (30) days' written notice to the other party.

9. Indemnification/Hold Harmless

Each of the parties to this agreement shall indemnify and hold harmless the other party for its actions pursuant to this agreement. In the event any claim, suit or judgement is instituted pursuant to the activity under this agreement, each of the parties will be responsible for the defense and payment of any claim for their own actions under this agreement. Each party to this agreement agrees to accept the work performed by the offenders on work crew and neither party guarantee to the other party any work so performed.

10. Modifications

Any modification to this agreement shall be in writing and signed by both parties.

11. Integration

This agreement contains all the terms and conditions agreed by both parties regarding the work crew for the City. No understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

Dated: _____

For: **BENTON COUNTY, WASHINGTON**

For: **CITY OF RICHLAND, WASHINGTON**

Will McKay, Chairman
Benton County Commissioner

Jon Amundson, ICMA-CM
Richland City Manager

Approved as to Form:

Approved as to Form:

Eric Andrews, Civil DPA

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-33, Authorizing a Purchase and Sale Agreement for 1,344 Square Feet of Surplus Property in Claybell Park

Department/Office
Development Services

Ordinance/Resolution Number:
2023-33

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-33, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with co-trustees Chris and Kathleen Corbin on behalf of the Corbin Family Trust for sale of surplus property in Claybell Park.

Summary:

341 Gleneagles Court is owned by the Corbin Family Trust, administered by co-trustees Chris and Kathleen Corbin. The Corbins are proposing to purchase 1,344 square feet of city property located adjacent to the residential property at 341 Gleneagles Court and along the northern property boundary of Claybell Park. The City acquired this section of Claybell Park (formerly known as Tract C of Willowbrook No. 1) on April 8, 1980. Approximately 1,344 square feet of the City's property has been encroached upon and utilized by the owners of 341 Gleneagles Court. This is the area that the adjacent owners have requested to purchase.

The encroachment in question is presumed to have pre-existed the City's acquisition of Tract C of Willowbrook No. 1 on April 8, 1980, as the building permit for the dwelling at 341 Gleneagles Court was issued on September 1, 1976, and there are no records of an encroachment documented in the permit file. The proposed purchase price for the 1,344 square feet of property is \$5.90/sq.ft. for a total purchase price of \$7,930. The City Council authorized surplus of the subject property on July 5, 2022.

Staff recommends adoption of Resolution No. 2023-33.

Fiscal Impact: Sale of the surplus property will generate \$7,930.00, which will be deposited into the Park Reserve Fund.

Attachments:

1. Resolution No. 2023-33
2. Proposed Purchase & Sale Agreement - Corbin Family Trust
3. Zoning Map - 341 Gleneagles Court
4. Utility Map - 341 Gleneagles Court

RESOLUTION NO. 2023-33

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND THE CORBIN FAMILY
TRUST.**

WHEREAS, on April 8, 1980, the City acquired the segment of Claybell Park adjacent to 341 Gleneagles Court, formerly known as Tract C of Willowbrook No. 1; and

WHEREAS, the property at 341 Gleneagles Court encroaches upon the City's park property, and the owner is requesting to purchase the 1,344 square feet of encroached land to remedy the encroachment; and

WHEREAS, the encroachment is presumed to have pre-existed the City's acquisition of Tract C of Willowbrook No. 1, as the building permit for 341 Gleneagles Court issued on September 1, 1976 shows no record of a known encroachment in the permit file; and

WHEREAS, resolving unauthorized encroachments serves the interests of both property owners since it eliminates a possible title defect and aligns property ownership with the right of possession; and

WHEREAS, on July 5, 2022, Richland City Council approved Resolution No. 2022-94, declaring the 1,344 square feet of property surplus to the City's needs and directing staff to negotiate with the property owner of 341 Gleneagles Court for the purchase of said property; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, at its January 23, 2023 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1,344 square feet of City-owned surplus property for a total purchase price of \$7,930.00; and

WHEREAS, the Corbin Family Trust, by and through Co-Trustees Chris and Kathleen Corbin residing at 341 Gleneagles Court, has agreed to purchase the property for the stated price.

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 Purchase and Sale Agreement and all other documents necessary to complete sale of the property to the Corbin Family Trust as identified herein.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: Claybell Park adjacent to 341 Gleneagles Court

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and the **CORBIN FAMILY TRUST**, legally formed and governed by the laws of the State of Washington, by and through Trustees Kathleen A. Corbin and Chris J. Corbin (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property located immediately adjacent to 341 Gleneagles Court, City of Richland, Benton County, Washington which is legally described and depicted in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be **SEVEN THOUSAND NINE HUNDRED THIRTY DOLLARS AND NO CENTS (\$7,930.00)** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. Intentionally omitted.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within twenty (20) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller. For this transaction, Title Company shall be Cascade Title Company of Benton-Franklin Counties, 8203 W. Quinault Ave., STE 10, Kennewick, WA 99336.

(a) Purchaser shall have fifteen (15) calendar days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) calendar days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) calendar days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) calendar days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) calendar days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under

this section, this Agreement shall immediately terminate and be without any further force and effect, and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) calendar days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser’s Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser’s knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (“OFAC”).

(c) Purchaser represents that it has sufficient funds to close this transaction.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller’s interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion

of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement.

10. Seller's Remedies. If Purchaser fails without legal excuse to complete the purchase of the Property in accordance with the terms of this Agreement, Seller may elect one of the following: (1) terminate this Agreement without further obligation to purchaser; or (2) pursue any remedies available at law or in equity.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
625 Swift Blvd., MS-18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Chris J. Corbin
Kathleen A. Corbin
341 Gleneagles Court
Richland, Washington 99352
509-546-4948
playinggolf@aol.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

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

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**CORBIN FAMILY TRUST -
PURCHASER**

By: Jon Amundson, ICMA-CM
Its: City Manager

By: Chris J. Corbin, Trustee

Date

Date

Kathleen A. Corbin, Trustee

APPROVED AS TO FORM:

Date

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description and Survey

DRAFT

SHEET 1 OF 2

PARCEL A
THAT PORTION OF TRACTS B AND C, THE PLAT OF WILLOWBROOK, AS
RECORDED WITH THE COUNTY AUDITOR LYING IN THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE
28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED
AS FOLLOWS:

THENCE CONTINUING NORTH 01°23'17" EAST ALONG SAID EAST LINE A DISTANCE OF 625.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT C; THENCE NORTH 89°22'26" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 590.46 FEET TO THE NORTHWEST CORNER OF SAID TRACT C; THENCE SOUTH 25°41'33" EAST ALONG THE WEST LINE OF THAT CERTAIN PARCEL 1 DESCRIBED ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2008-007257, RECORDS OF BENTON COUNTY, WASHINGTON, A DISTANCE OF 264.51; THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 01°23'17" WEST A DISTANCE OF 384.80 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 88°57'52" EAST A DISTANCE OF 470.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE NORTH 01°23'17" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 648.86 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°57'52" WEST A DISTANCE OF 470.00 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL 1 DESCRIBED ON RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2008-007257, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 01°23'17" WEST, ALONG SAID WEST LINE A DISTANCE OF 648.86 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 88°57'52" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 470.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

SECTION CORNER

QUARTER SECTION CORNER

FOUND MONUMENT AS NOTED

FOUND PROPERTY CORNER

(C) CALCULATED

DEED

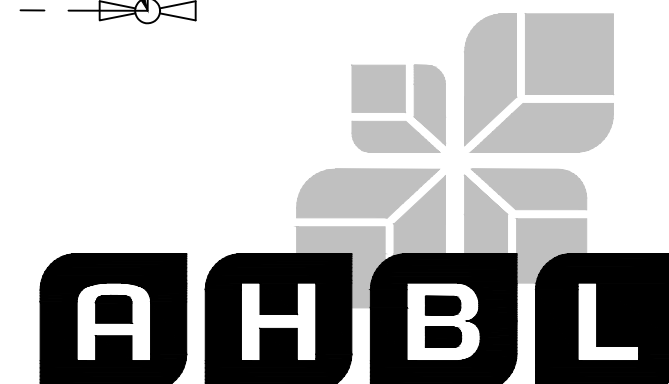
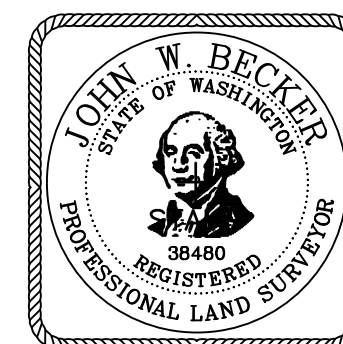
MEASURED

MEASURED
PLAT

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS
OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT
ARE US SURVEY FEET.

BY

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN JUNE, 2021, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C.. AT THE REQUEST OF C JOHN CORBIN.



TACOMA • SEATTLE • SPOKANE • TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
A PORTION OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SHEET 2 OF 2

REVISED PARCEL CONFIGURATION

REVISED LEGAL DESCRIPTIONS

PARCEL A
PARCEL 1 DESCRIBED ON RECORD OF SURVEY FOR BOUNDARY LINE
ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 2008-007257,
RECORDS OF BENTON COUNTY, WASHINGTON, ALSO BEING A PORTION OF
TRACTS B AND C, THE PLAT OF WILLOWBROOK, AS RECORDED WITH THE
COUNTY AUDITOR LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE
MERIDIAN, BENTON COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED
AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT C; THENCE
SOUTH 89°46'46" WEST ALONG THE NORTH LINE THEREOF AND ALONG THE
NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER A DISTANCE
OF 350.96 FEET TO THE SOUTH EAST CORNER OF LOT 8, BLOCK 2, PLAT
OF MEADOW SPRINGS SECOND NINE PHASE ONE, AS RECORDED IN VOLUME 9
AT PAGE 6, UNDER AUDITOR'S FILE NUMBER 669881, RECORDS OF BENTON
COUNTY, STATE OF WASHINGTON, ALSO BEING THE TRUE POINT OF
BEGINNING; THENCE LEAVING SAID NORTH LINE, SOUTH 24°33'02" EAST A
DISTANCE OF 12.01 FEET; THENCE NORTH 88°58'32" WEST A DISTANCE OF
148.36 FEET; THENCE NORTH 22°47'49" EAST A DISTANCE OF 8.38 FEET TO
SAID NORTH LINE OF THE SOUTH HALF AND THE SOUTHWEST CORNER OF
SAID LOT 8; THENCE NORTH 89°46'46" EAST ALONG SAID LINE A DISTANCE
OF 140.10', MORE OR LESS TO THE TRUE POINT OF BEGINNING AND THE
END OF THIS DESCRIPTION.

PARCEL B
THAT PORTION OF PARCEL 1 DESCRIBED ON RECORD OF SURVEY FOR
BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER
2008-007257, RECORDS OF BENTON COUNTY, WASHINGTON, ALSO BEING A
PORTION OF TRACTS B AND C, THE PLAT OF WILLOWBROOK, AS RECORDED
WITH THE COUNTY AUDITOR LYING IN THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 28 EAST,
WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT C; THENCE
SOUTH 89°46'46" WEST ALONG THE NORTH LINE THEREOF AND ALONG THE
NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER A DISTANCE
OF 350.96 FEET TO THE SOUTH EAST CORNER OF LOT 8, BLOCK 2, PLAT
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148.36 FEET; THENCE NORTH 22°47'49" EAST A DISTANCE OF 8.38 FEET TO
SAID NORTH LINE OF THE SOUTH HALF AND THE SOUTHWEST CORNER OF
SAID LOT 8; THENCE NORTH 89°46'46" EAST ALONG SAID LINE A DISTANCE
OF 140.10', MORE OR LESS TO THE TRUE POINT OF BEGINNING AND THE
END OF THIS DESCRIPTION.

TRANSFER DESCRIPTION

THAT PORTION OF TRACT C, THE PLAT OF WILLOWBROOK, AS RECORDED
WITH THE COUNTY AUDITOR LYING IN THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 28 EAST,
WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT C; THENCE
SOUTH 89°46'46" WEST ALONG THE NORTH LINE THEREOF AND ALONG THE
NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER A DISTANCE
OF 350.96 FEET TO THE SOUTH EAST CORNER OF LOT 8, BLOCK 2, PLAT
OF MEADOW SPRINGS SECOND NINE PHASE ONE, AS RECORDED IN VOLUME 9
AT PAGE 6, UNDER AUDITOR'S FILE NUMBER 669881, RECORDS OF BENTON
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SAID NORTH LINE OF THE SOUTH HALF AND THE SOUTHWEST CORNER OF
SAID LOT 8; THENCE NORTH 89°46'46" EAST ALONG SAID LINE A DISTANCE
OF 140.10', MORE OR LESS TO THE TRUE POINT OF BEGINNING AND THE
END OF THIS DESCRIPTION.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____ ,
20____, AT _____ MINUTES PAST _____ M. RECORDS OF
THE _____ COUNTY AUDITOR, _____ , WASHINGTON.
RECORDING NUMBER _____ .
BOOK/VOLUME _____ PAGE _____ .

COUNTY AUDITOR
BY _____

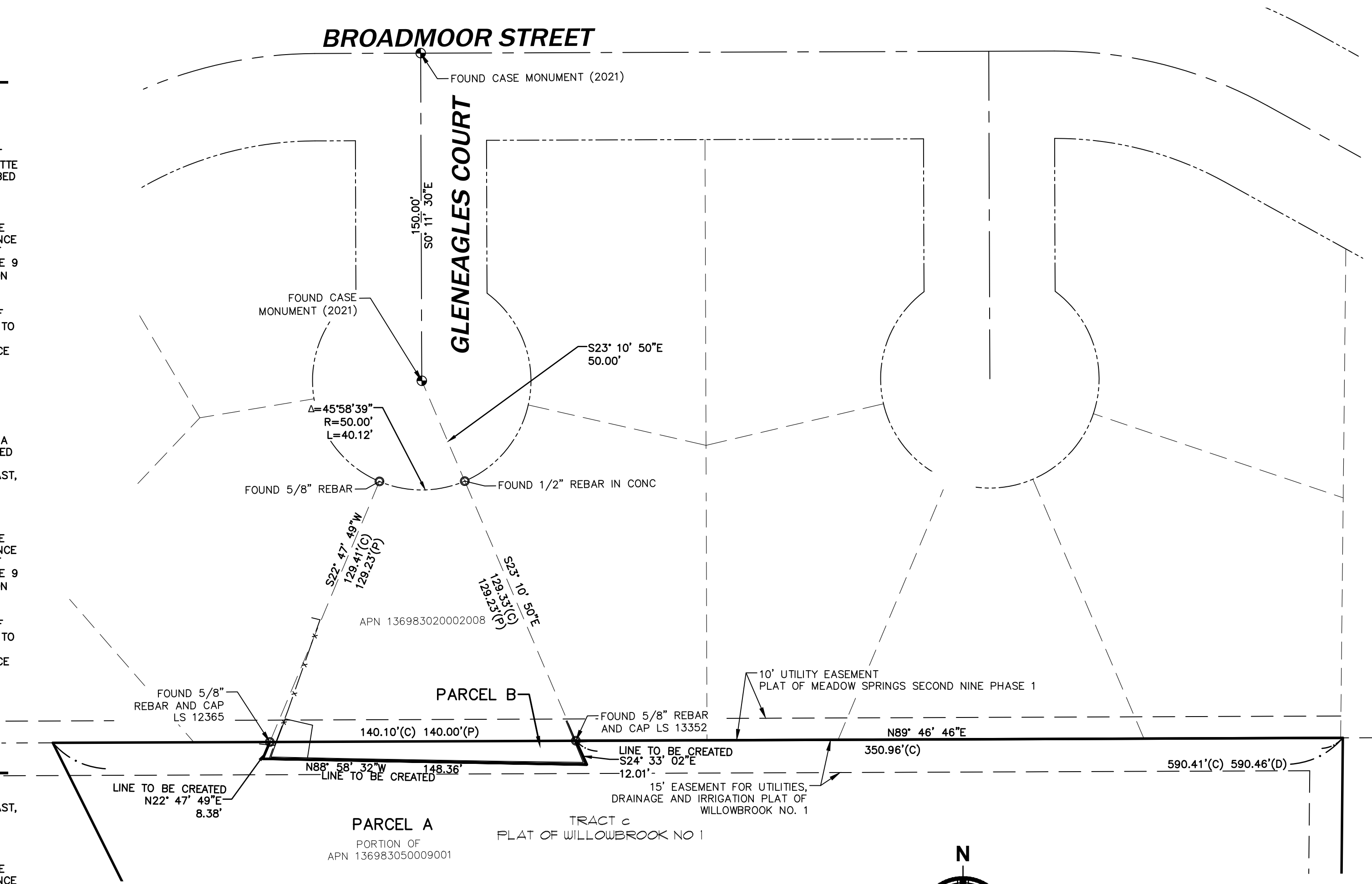
LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- FOUND PROPERTY CORNER
- FENCE
- CALCULATED
- DEED
- MEASURED
- PLAT

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE
STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP
CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECT SUPERVISION IN JUNE, 2021, IN COMPLIANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09
R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF C JOHN CORBIN.

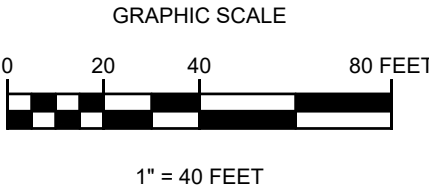
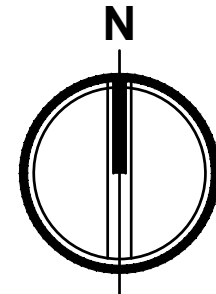
JOHN W. BECKER, PLS 38480 DATE _____



PARCEL AREA TABLE

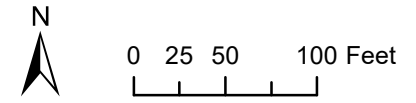
EXISTING PARCEL A= 307,242 SF±
EXISTING PARCEL B= 304,905 SF±
REVISED PARCEL A= 610,804 SF±
REVISED PARCEL B= 1,344 SF±

DWN. BY DATE
SWM 08/29/22
CHKD. BY JOB NO.
JWB 2210436



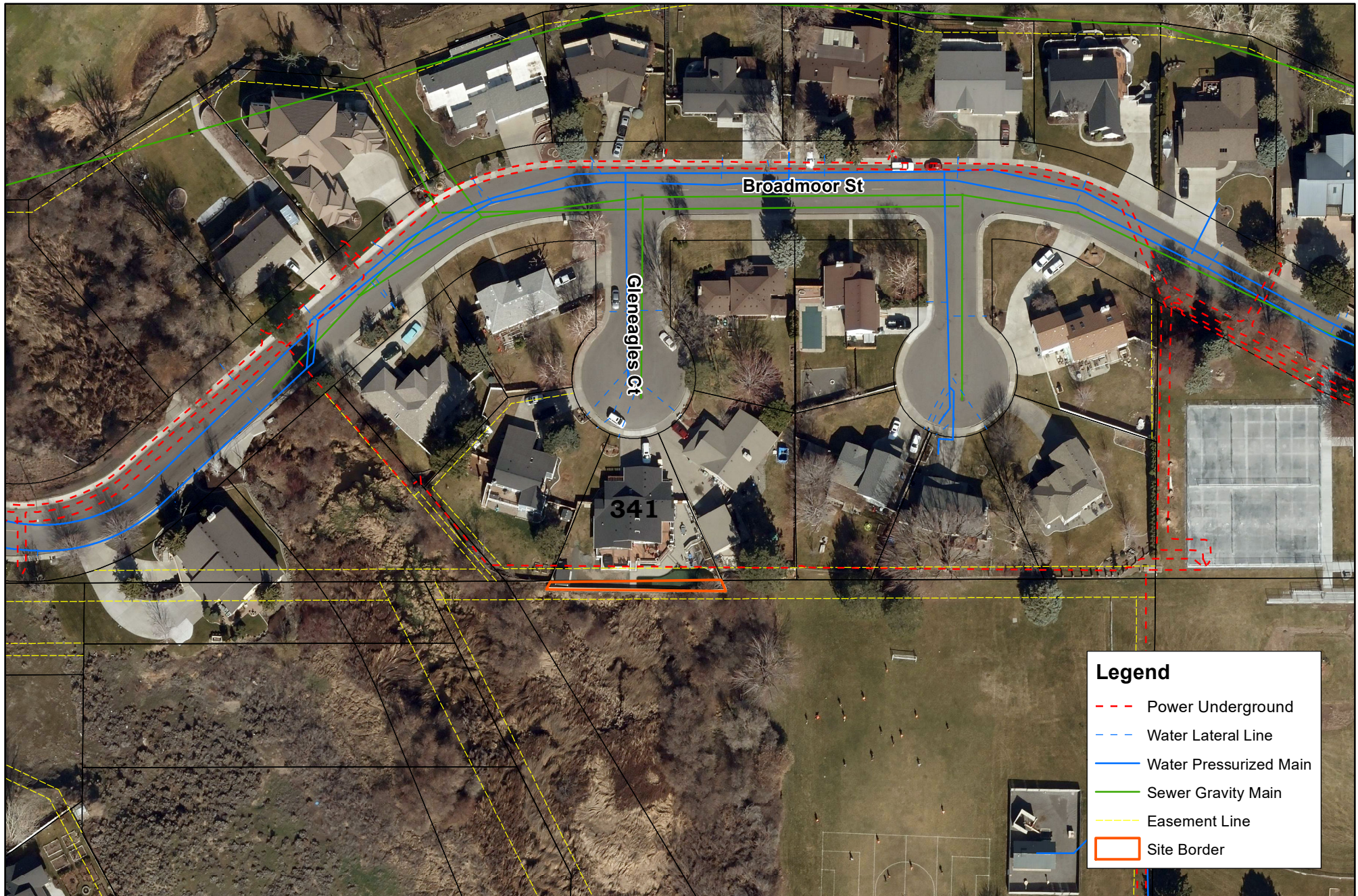
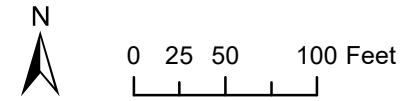
Zoning Map

Item: Claybell Park PSA (Corbin)
Address: 341 Gleneagles Ct.



Utility Map

Item: Claybell Park PSA (Corbin)
Address: 341 Gleneagles Ct.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-34, Authorizing a Consultant Agreement with DKS Associates for the Speed Limit Setting Policy Study

Department/Office
Public Works

Ordinance/Resolution Number:
2023-34

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-34, authorizing the City Manager to sign and execute an agreement with DKS Associates for the Speed Limit Setting Policy Study.

Summary:

On May 3, 2022, Richland City Council adopted Resolution No. 2022-65, approving a Complete Streets Grant Agreement with the Washington State Transportation Improvement Board. A traffic Speed Limit Setting Policy Study (the "Study") is part of this Complete Streets work plan. The Study will assist City traffic engineering staff by analyzing recent developments in speed limit setting policies adopted by state and federal agencies and providing a recommended approach for use in the City. Speed limit setting policy is an area of active development in the traffic engineering profession, with the changes driven by analysis of the safety implications of travel speed on crash outcomes. Because of the volume of industry dialog on this issue, the City will benefit significantly from hiring high-quality professional engineering and traffic planning services.

In addition to the speed limit setting policy work, the consultant will also assist staff in evaluating possible approaches to traffic calming on city streets.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a professional engineering firm. The City received three (3) responses to the RFQ. DKS Associates was selected as the most qualified vendor to complete the Study. A scope of work and budget has been negotiated that will accomplish the desired outcomes at a good value to the City.

Staff recommends adoption of Resolution No. 2023-34.

Fiscal Impact:

The contract is not to exceed \$59,980.00. \$50,000 of the contract amount is funded through a Complete Streets grant from the Transportation Improvement Board, and the remainder will be funded from the Public Works Engineering operating budget under expert services.

Attachments:

1. Resolution No. 2023-34
2. Draft Agreement with DKS Associates - Speed Limit Setting and Policy Study

RESOLUTION NO. 2023-34

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH DKS
ASSOCIATES FOR THE SPEED LIMIT SETTING AND POLICY
STUDY.**

WHEREAS, on May 3, 2022, Richland City Council adopted Resolution No. 2022-65, approving a Complete Streets Grant Agreement with the Washington State Transportation Improvement Board; and

WHEREAS, a traffic Speed Limit Setting and Policy Study (the “Study”) is part of the Complete Streets work plan; and

WHEREAS, the Study will benefit significantly from hiring high-quality professional engineering and traffic planning services; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City’s purchasing policies to solicit the services of a professional engineering firm; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, DKS Associates was selected as the most qualified vendor to complete the Study; and

WHEREAS, a scope of work and budget have been negotiated with DKS Associates; and

WHEREAS, sufficient funding is available, and the City’s best interests are served by completing the Study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with DKS Associates to complete the Speed Limit Setting and Policy Study.

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 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Speed Limit Setting and Policy Study

This Agreement is entered into this _____ day of March, 2023 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **DKS Associates** ("**Consultant**"), a Washington for-profit corporation with service at 719 Second Avenue, Suite 1250, Seattle, WA 98104. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 22-0094
 4. ☐ Exhibit B: Solicitation No. RFP/RFQ # proposal response submitted by Consultant dated Date.
 5. ☒ Additional Documents – Fee Estimate.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **fifty-nine thousand nine hundred eighty dollars (\$59,980.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Brian Chandler
Name of Firm: DKS Associates
Address: 719 Second Ave., Suite 1250
Address: Seattle, WA 98104
Email: Brian.Chandler@dksassociates.com
Phone Number: (206) 276-2668
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

DRAFT



CITY OF RICHLAND CITYWIDE SPEED LIMIT STUDY

DATE: February 11, 2023

TO: City of Richland

FROM: DKS Associates

SUBJECT: Scope of Work

Project #22x07-045

TASK 1. PROJECT MANAGEMENT

Consultant shall schedule and facilitate a kickoff meeting to confirm project scope and schedule, and to solicit the City's current policies and practices regarding speed limit setting.

Consultant shall setup an online project management website (via Basecamp) to manage the project and share deliverables. The CITY will have direct access to the site.

Consultant shall schedule and facilitate a bi-weekly check-in call with the CITY project manager to address any current project needs or concerns and identify action items.

Consultant shall submit a monthly progress report with each invoice that describes recent work completed, anticipated work in the next period, and any project issues to address.

TASK 1 DELIVERABLES:

- Check-in calls and summary of action items (up to 8) when not adjacent to other meetings.
- Draft review meetings as described in subsequent tasks
- Monthly invoices and progress reports (up to 8)
- Internal project website to share files and document meetings (no external cost)
- Kick off meeting notes

CITY WILL PROVIDE:

- Review of all deliverables within 2 weeks of submittal

ASSUMPTIONS:

- All meetings (for Tasks 1-7) will be held virtually (e.g., video, screen-share, and/or phone)

TASK 2. LITERATURE REVIEW

The CITY will provide any existing policies or procedures related to speed limit setting that is currently being conducted. The CONSULTANT shall review the current state of the practice in speed management and speed limit setting, alongside the City's current rules, regulations, policies, and procedures.

TASK 2.1 NATIONAL STATE OF THE PRACTICE AND RESEARCH REVIEW.

The CONSULTANT shall review current speed limit policy approaches, references, guidelines, policies, procedures, and tools related to speed limit setting (e.g., NCHRP Report 966: Development of a Posted Speed Limit Setting Procedure & Tool, the Oregon Department of Transportation (ODOT) Speed Zone Manual, Washington State Injury Minimization and Speed Management Policy Elements, USLIMITS2, NACTO City Limits document, etc.) and submit a summary of each.

TASK 2.2 CITY OF RICHLAND SPEED LIMIT SETTING APPROACH REVIEW.

The CONSULTANT shall review current speed limit policy approaches, references, guidelines, policies, procedures used by the City related to posting speed limits.

TASK 2.3 LITERATURE REVIEW TECHNICAL MEMO.

The CONSULTANT shall develop a Draft Literature Review Technical Memo (v01), and then incorporate City comments into the Final Literature Review Technical Memo.

TASK 2 DELIVERABLES:

- Draft Literature Review Technical Memo (v01)
-
- Final Literature Review Technical Memo (v02)

CITY WILL PROVIDE:

- Existing agency documentation regarding speed limit policies, procedures, and practices delivered to Consultant by Notice to Proceed date.
- Review of draft deliverable (v01) within 2 weeks of submittal

ASSUMPTIONS:

- Literature Review Technical Memo will be approximately 10-15 pages in length
- One round of agency review

TASK 3: DEVELOP THE CITY OF RICHLAND SPEED LIMIT POLICY

The CONSULTANT will provide up to two speed limit setting methods to be considered to CITY staff along with the pros and cons of each method. Once the CITY staff have determined which method to move forward, the CONSULTANT will develop a draft Speed Limit Policy.

CONSULTANT shall develop the Speed Limit Policy, including but not limited to the following elements:

- Procedure for developing default speed limits by city functional class
- Engineering procedures (data collection, calculations, analysis, engineering judgment)
- Required data elements (crash history, prevailing speed, existing speed limit, roadway conditions)
- Tools to be consulted and considered (USLIMITS2, NCHRP 966, etc.)
- Minimum length of speed zones
- Special conditions (school zones, work zones)
- Speed limit sign placement (where, how frequently)
- Guidance documents (MUTCD, NCHRP 966, FHWA Methods and Practices)

Consultant shall develop a draft policy (v01) for review and comment by the City team, incorporate comments, and submit revised version (v02) for use in Task 4.

TASK 3 DELIVERABLES:

- Draft Speed Limit Policy (v01)
- Revised Speed Limit Policy (v02)

CITY WILL PROVIDE:

- Review of draft deliverable (v01) within 3 weeks of submittal

ASSUMPTIONS:

- Speed Limit Policy will be approximately 8-10 pages in length, not including appendices
- One round of agency review

TASK 4: DEVELOP THE SPEED LIMIT SETTING TOOL

Consultant shall apply the Revised Speed Limit Policy (v02) to develop an evaluation tool. The tool will include a weighted point system for each identified factor (e.g., prevailing speed, context, cross-section, zoning, land use). Factors will be limited to those that are relatively easy to collect and consistent with the current state of research and practice.

TASK 4.1 TOOL DEVELOPMENT.

Consultant shall develop a Speed Limit Evaluation Tool which will be based in Microsoft Excel. The workbook will include up to five (5) unique sheets, one of which may be the User Guide.

Consultant shall separately develop modification instructions for the City to update and modify the tool on their own to meet future needs (e.g., policy changes).

Consultant shall submit the Draft Speed Limit Evaluation Tool (v01) to the City for review. After receiving one set of comments from the City, Consultant shall incorporate those comments and submit the Revised Speed Limit Evaluation Tool (v02) for further review and testing by City engineering and technical staff.

TASK 4.2 PILOT STUDY.

The CITY will select three corridors with distinct characteristics that the CONSULTANT can use to pilot the Speed Limit Setting Tool (v02). The CITY will provide the data collection and any assumptions needed for the three corridors. The CONSULTANT will run the Tool for all three corridors separately and present the results to CITY Staff in a virtual review meeting.

Upon receiving one set of comments from the City on v02, Consultant shall incorporate those comments and submit the Final Speed Limit Evaluation Tool (v03).

TASK 4 DELIVERABLES:

- Draft Speed Limit Evaluation Tool (v01)
- Revised Speed Limit Evaluation Tool (v02)
- Pilot Study Results Presentation in a Meeting
- Final Speed Limit Evaluation Tool (v03)
- Draft and Final Users Guide
- Draft and Final Modification Instructions

CITY WILL PROVIDE:

- Review of deliverables within 2 weeks of submittal
- Participate in Pilot Study Results Presentation Meeting

ASSUMPTIONS:

- One round of agency review for Users Guide and Modification Instructions
- Two rounds of agency review the Evaluation Tool

TASK 5: REVIEW DATA AVAILABLE

TASK 5.1 EXISTING DATA NEEDS AND GAPS EVALUATION.

The CONSULTANT will review and evaluate the existing data that the CITY currently has and what it needs to collect to use the newly developed speed limit tool. Data elements may include existing

posted speed limits, existing operating speeds, segment data, location of speeding opportunities, fatal/serious injury crashes, police citation data, and speed complaint data.

TASK 5.2 INNOVATIVE DATA SOURCE ASSESSMENT.

Explore whether it is appropriate to consider using existing cost-effective data sources for speeds such as existing tube count data (with possible appropriate adjustment factors) to utilize in a citywide speed zoning assessment (as opposed to traditional spot speed surveys). Include an evaluation of currently available new and emerging data sources (e.g., IDAX database of historical count/speed studies, connected vehicle outputs, other “big data” sources) and other innovative methods for speed data collection.

TASK 5 DELIVERABLES:

- Draft and Final Data Evaluation Worksheet of data needs and gaps
- Draft and Final Data Source Assessment Technical Memo (Maximum 4 pages)

CITY WILL PROVIDE:

- Review of all deliverables within 2 weeks of submittal

ASSUMPTIONS:

- The CONSULTANT will only identify the categories that data needed and not provide a full inventory of road characteristics.
- The CONSULTANT will use the CITY resources and any publicly-available data, and not conduct any data collection.

TASK 6: STAKEHOLDER ENGAGEMENT

Task 6.1 Police Department Engagement

The consultant will engage with the City of Richland Police Department to discuss the speed limit policy and speed limit setting tool, as well as current procedures and practices related to speed enforcement.

Task 6.2 City Council Workshop Support

The CONSULTANT will assist with developing presentation materials for one City Council presentation regarding the new Speed Limit Policy and Tool.

TASK 6 DELIVERABLES:

- Schedule and facilitate meeting with Police Department and prepare summary notes
- Assistance with draft of one presentation to Council with regard to the new speed limits policy and tool

ASSUMPTIONS:

- This task will not include direct engagement with the public.

TASK 7: RECOMMENDATIONS FOR CITY TRAFFIC CALMING POLICY AND PROGRAM

The CONSULTANT shall assist with exploring methods and processes to support the development of a Traffic Calming Program at the City by reviewing the current state of the practice, including nearby cities in Washington and Oregon (e.g., Federal Way, WA; Salem, OR).

The CONSULTANT shall develop a draft and final technical memo with recommendations for developing and implementing a citywide Traffic Calming Program.

The CONSULTANT will assist with developing presentation materials for a City Council presentation regarding the Traffic Calming Program, to be delivered by City staff.

TASK 7 DELIVERABLES:

- Draft and Final Technical Memo: Recommendations for a Citywide Traffic Calming Program (Maximum of 10 pages)
- Assistance with draft a presentation to Council with regard to traffic calming

CITY WILL PROVIDE:

- Review of all deliverables within 2 weeks of submittal

EXHIBIT B: PRIME CONSULTANT COST COMPUTATIONS DKS Associates City of Richland	DKS Associates					Total Hours By Task	Total Labor By Task	Total Expenses By Task	Grand Total By Task
	Principal	Project Manager	Engineer	Administrative	Expenses				
Task 1: Project Management Project management, invoices, progress reports (8 months) Meetings: Bi-weekly check-ins (up to 8 at 30-min each) and documented action items. Kick off Meeting Prep and Notes	4	8		8	\$ -	20	\$ 3,880.00	\$ -	\$ 3,880.00
	4	4			\$ -	8	\$ 1,920.00	\$ -	\$ 1,920.00
		1	2		\$ -	3	\$ 570.00	\$ -	\$ 570.00
Task 2: Literature Review Task 2.1 National State Of The Practice And Research Review Task 2.2 City Of Richland Speed Limit Setting Approach Review Task 2.3 Literature Review Technical Memo		4	4		\$ -	8	\$ 1,560.00	\$ -	\$ 1,560.00
	2	16	10		\$ -	28	\$ 5,700.00	\$ -	\$ 5,700.00
		8	10		\$ -	18	\$ 3,480.00	\$ -	\$ 3,480.00
Task 3: Develop the City of Richland Speed Limit Policy Draft Speed Limit Policy Revised Speed Limit Policy	4	20	20		\$ -	44	\$ 8,880.00	\$ -	\$ 8,880.00
	2	8	8		\$ -	18	\$ 3,660.00	\$ -	\$ 3,660.00
Task 4: Develop the Speed Limit Setting Tool Task 4.1 Tool Development (v01 and v02 of the tool) Task 4.2 Pilot Study (includes meeting with City and v03 of the tool)	2	12	16		\$ -	30	\$ 5,940.00	\$ -	\$ 5,940.00
	4	8	16		\$ -	28	\$ 5,640.00	\$ -	\$ 5,640.00
Task 5: Review Data Available Task 5.1 Existing Data Needs And Gaps Evaluation (Tech Memo for 5.1, 5.2) Task 5.2 Innovative Data Source Assessment	2	4	4		\$ -	10	\$ 2,100.00	\$ -	\$ 2,100.00
	2	4			\$ -	6	\$ 1,380.00	\$ -	\$ 1,380.00
Task 6: Stakeholder Engagement Task 6.1 Police Department Engagement Task 6.2 City Council Workshop Support (up to one)	1	6			\$ -	7	\$ 1,530.00	\$ -	\$ 1,530.00
	1	4	6		\$ -	11	\$ 2,190.00	\$ -	\$ 2,190.00
Task 7: Recommendations for City Traffic Calming Policy and Program Draft Technical Memo Final Technical Memo Draft Presentation Materials	6	8	16		\$ -	30	\$ 6,180.00	\$ -	\$ 6,180.00
	2	6	8		\$ -	16	\$ 3,240.00	\$ -	\$ 3,240.00
	1	2	8		\$ -	11	\$ 2,130.00	\$ -	\$ 2,130.00
Totals - By Consultant	37	123	128	8	\$ -	296	\$ 59,980.00	\$ -	\$ 59,980.00
Hourly Rate (LAG Approved Rates)	\$270.00	\$210.00	\$180.00	\$140.00					
GRAND TOTAL:					\$59,980.00				\$59,980.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-35, Authorizing Participation in Five New Opioid Settlement Agreements Negotiated by the Washington State Attorney General's Office

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-35

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-35, authorizing the City Manager to sign and execute all documents necessary for the City to effectively participate in the opioid settlements negotiated by the Washington State Attorney General's Office with Teva, Allergan, CVS, Walgreens, and Walmart.

Summary:

On April 19, 2022, through Resolution No. 2022-62, Richland City Council approved the City's participation in the One Washington MOU, prepared by private-retained counsel on behalf of the Washington State Attorney General's Office for purposes of equitably distributing proceeds of opioid settlements reached with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp. The total settlement was \$518 million paid over 17 years (the "2022 Settlement").

The City was recently made aware of five (5) additional settlements reached between the AG's Office and Teva, Allergan, CVS, Walgreens, and Walmart that will provide funds in an amount comparable to the funds awarded under the 2022 Settlement with the opioid distributors. If the City chooses to participate, the funds realized through settlement with Teva, Allergan, CVS, Walgreens, and Walmart will be distributed consistent with the One Washington MOU.

The amount of funds made available through settlement are directly related to the number of municipalities who participate. In other words, refusal of counties and cities to participate will significantly reduce the amount of settlement funds Washington receives, or may result in the settlements not being finalized. Therefore, the best interests of the City of Richland are served by participating in five (5) new opioid settlements which will allow settlement proceeds to be used in the City for services, programs and other purposes as set forth in the MOU.

Staff recommends adoption of Resolution No. 2023-35.

Fiscal Impact:

Total settlement proceeds should be comparable to the \$518 million received by the State of Washington under the 2022 Settlement. Funds must be used only for purposes authorized by the One Washington MOU.

Attachments:

1. Resolution No. 2023-35
2. Agreements for Teva, Allergan, CVS, Walgreens and Walmart Opioid Settlement
3. 2022 Memorandum re: One Washington MOU

RESOLUTION NO. 2023-35

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING THE CITY OF RICHLAND'S PARTICIPATION IN FIVE NEW OPIOID SETTLEMENT AGREEMENTS NEGOTIATED BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE.

WHEREAS, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain that manufacture, distribute, and dispense prescription opioids; and

WHEREAS, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments; and

WHEREAS, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principles of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

WHEREAS, certain Local Governments engaged in litigation and the other cities and counties in Washington have agreed on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain; and

WHEREAS, on April 19, 2022, through Resolution No. 2022-62, Richland City Council approved the City's participation in the One Washington MOU, prepared by private-retained counsel on behalf of the Washington State Attorney General's Office for purposes of equitably distributing proceeds of opioid settlements reached with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp.; and

WHEREAS, the City was recently made aware of five (5) additional settlements reached with Teva, Allergan, CVS, Walgreens, and Walmart that will provide Opioid Funds in an amount comparable to the funds awarded under the prior settlement with the opioid distributors; and

WHEREAS, the Opioid Funds realized through settlement with Teva, Allergan, CVS, Walgreens, and Walmart will be distributed consistent with the One Washington MOU; and

WHEREAS, the best interests of the City of Richland are served by participating in five (5) new opioid settlements which will allow settlement proceeds to be used in the City for services, programs and other purposes as set forth in the One Washington MOU; and

WHEREAS, the City of Richland strongly encourages all local municipalities in Benton County, and other local governments throughout the State of Washington to participate in these settlements as the number of participating local governments will directly affect the amount of the settlement proceeds.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Richland is authorized to sign and execute all documents necessary to effectively participate in the five (5) settlements with Teva, Allergan, CVS, Walgreens, and Walmart as negotiated by the Washington State Attorney General's Office.

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 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Richland city, WA
Reference Number: CL-393378

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE IN FIVE NEW OPIOID SETTLEMENTS

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*Settlements*") have been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("*Settling Defendants*"). These new Settlements are in addition to the prior settlement with the opioid distributors, and you will need to sign new settlement documents to join.

The Washington Attorney General's Office strongly encourages you to join these new Settlements. As with the opioid distributor settlement, half of the Washington share of the settlement proceeds will be directed to Washington local governments for you to make decisions on how to remediate the opioid crisis in your communities.

The Settlements are contingent on a very high percentage of Washington cities and counties joining the Settlements. If you do not join, the Settlements may not be finalized. Even if enough cities and counties join so that the Settlements are finalized, your refusal to join would still substantially lessen the amount Washington receives. The deadline for joining the Settlements by signing the required documents is Tuesday, April 18, 2023.

How to join the settlements

In the electronic envelope attached to this email, you will find the documents that your local government needs to execute. Please sign these documents and return them to the Implementation Manager:

- *Participation Forms* for the (1) Teva, (2) Allergan, (3) CVS, (4) Walgreens, and (5) Walmart settlements, which include a release of any claims. To join the Settlements, you need to sign and submit each of these Participation Forms.
- *Allocation Agreement II*. This is an agreement between the State and Washington local governments to split the settlement proceeds for these five Settlements, with 50% going to the State and 50% going to the local governments. The local government share then will be split based on the One Washington Memorandum of Understanding, which is attached to the Allocation Agreement II.

You can return the executed *Participation Forms* and *Allocation Agreement II* to the Implementation Administrator in one of the following ways:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and *Allocation Agreement II* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the documents and is strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to use DocuSign, the signed *Participation Forms* and *Allocation Agreement II* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before **April 18, 2023**, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

How to learn more about these settlements

This AGO press release has information on the five new Settlements and estimates of Washington's settlement share if the settlements are finalized, all eligible Washington local governments join, and all conditions are met:

<https://www.atg.wa.gov/news/news-releases/ag-ferguson-files-lawsuits-against-three-national-pharmacy-chains-their-role>.

Additionally, the AGO is coordinating with WSAC and AWC to host informational meetings about the settlements in February 2023, and more information on those meetings will follow.

You also may wish to consult with your own legal counsel.

If you have questions about this communication or the settlements, please contact Jeff Rupert, the Division Chief for the AGO's Complex Litigation Division, at 206-389-2116 or Jeffrey.Rupert@atg.wa.gov. The AGO will be monitoring the sign-on progress and encouraging all eligible local governments in Washington to join.

Information and documents regarding the *New National Opioid Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>.

What are the next steps after the April 18, 2023 deadline?

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

If the Settlements are finalized, the payment terms and payment schedule for the settlement proceeds is specified in each Settlement.

The sign-on period for subdivisions ends on April 18, 2023.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE
ALLOCATION OF FUNDS PAID BY CERTAIN SETTTLING OPIOID
MANUFACTURERS AND PHARMACIES**

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
 - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.
- A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
- A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean

the Settlements.

- E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:
- “If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”
- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md- 02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall

be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

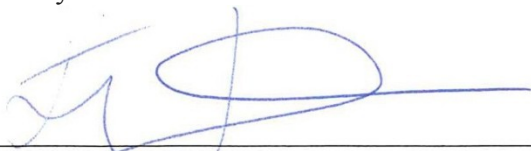
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent

(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT

Division Chief

Date:

1-27-23

Draft

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Richland city, WA
Reference Number: CL-393378

Signature: _____
Name: _____
Title: _____
Date: _____

Draft

EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

Draft

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT 2
Subdivision Settlement Participation
Form (Exhibit K of the Teva Settlement)

Draft

Exhibit K**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT 3
Subdivision Settlement Participation
Form (Exhibit K of the Allergan
Settlement)

Draft

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT 4
Subdivision Settlement Participation
Form (Exhibit K of the CVS Settlement)

Draft

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT 5
Subdivision Settlement Participation
Form (Exhibit K of the Walgreens
Settlement)

Draft

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT 6
One Washington Memorandum of Understanding Between Washington
Municipalities

Draft

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

Draft

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
---------------	-------------------------	---------------------

Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
---------------	-------------------------	---------------------

Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total: 6.7812031452%	

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total: 0.0561699537%	

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total: 2.4720828165%	

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total: 0.4731986040%	

Ferry County

Ferry County	0.1153487994%
Republic	
County Total: 0.1153487994%	

EXHIBIT B

County	Local Government	% Allocation
<u>Franklin County</u>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
<u>Garfield County</u>		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
<u>Grant County</u>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
County Total:		26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	

County Total: 0.2566374940%**Pierce County**

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	

County Total: 12.0345236870%**San Juan County**

San Juan County	0.2101495171%
Friday Harbor	

County Total: 0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
<u>Spokane County</u>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
<u>Stevens County</u>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
<u>Thurston County</u>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
<u>Wahkiakum County</u>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

Exhibit C

Draft

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

Draft

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Richland city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Richland city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Richland city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Richland city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Richland city	State: WA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Draft





MEMORANDUM

TO: Richland City Council

FROM: Jon Amundson, City Manager

DATE: April 19, 2022

SUBJECT: One Washington Opioid Memorandum of Understanding (MOU)

In the 12 months ending April 2021, there were an estimated 100,306 drug overdose deaths in the United States (Centers for Disease Control: National Center for Health Statistics, 11/2021). New data shows that deaths from drug overdoses continue to increase in Washington. Drug-related overdose deaths surpassed 2,000 in 2021, a more than 66 percent increase compared to 2019. Over 70% of drug overdose deaths involve an opioid (Washington State Department of Health, 4/2022).

One Washington is a framework created by Keller Rohrback, L.L.P. to reach a settlement with the “Big 3” opioid pharmaceutical distributors (McKesson, Cardinal Health, AmerisourceBergen) and Johnson & Johnson to resolve claims by Washington local governments that these companies contributed to the opioid epidemic. The One Washington Memorandum of Understanding (MOU) establishes the vehicle for distributing and sharing these settlement proceeds throughout Washington State. The MOU prioritizes regionalism, collaboration and abatement, and provides a methodology for allocating settlement funds paid by the defendants.

The One Washington MOU specifies that all settlement funds must be used for approved purposes. The list of uses focuses on forward-looking abatement strategies such as:

- Expand availability of treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) or Mental Health (MH) conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
- Provide the entire continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, including supportive housing, residential treatment, medical detox services, peer support service and counseling, community navigators, case management, and connections to community-based services.

- Support for Children's Services - Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Under the One Washington MOU, settlement proceeds will be allocated based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. This formula has largely been used in other state allocation agreements as well. To determine the allocation to a county, this formula utilizes:

- (1) the amount of opioids shipped to the county;
- (2) the number of opioid deaths that occurred in that county; and
- (3) the number of people who suffer opioid use disorder in that county.

To determine the allocation within a county, the formula utilizes historical federal data showing how the specific counties and the cities and towns within the counties have made opioid epidemic-related expenditures in the past.

In the One Washington MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions. The City of Richland will be part of the Greater Columbia Region, which includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima. Opioid funds will be allocated, distributed, and managed within each Allocation Region, as determined by its Regional Agreement.

A local government choosing not to participate or sign the One Washington MOU will not receive a direct allocation of funds, and the portion that it would have received will instead be re-allocated to the participating counties within its same Allocation Region.

As part of the settlement, prior to the distribution of any funds, the participating local governments within an Allocation Region must establish an Opioid Abatement Council (OAC). The OAC will be composed of representatives from counties and cities within that Allocated Region.

The OAC will be responsible for the following: releasing funds in accordance with approved purposes; annual review of expenditure reports developing and maintaining a centralized dashboard for the publication of expenditure data to be updated annually; and hearing complaints regarding failure to use funds for approved purposes or comply with reporting.

A Washington Government Fee Fund (GFF) will be established to ensure that all parties who receive opioid funds contribute to the payment of attorneys' fees and expenses. The GFF will be 15% of the total cash value of opioid funds.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-36, Authorizing a Consultant Agreement with Maul Foster & Alongi, Inc. for Characterization and Visioning for the Former Landfill within Tracts D of the Plat of Columbia Point

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-36

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-36, authorizing the City Manager to sign and execute a consultant agreement with Maul Foster & Alongi, Inc. for characterization and visioning of the former landfill located within Tracts D & E of the Plat of Columbia Point.

Summary:

The City of Richland owns a section of land known as Tract D of Columbia Point, and wishes to lease or sell the property for economic development purposes. Tract D contains remnants of a former government-operated solid waste landfill.

Using non-intrusive technology, the City began efforts in 2022 to identify the boundaries of the landfill. The City now desires to move to a final, more comprehensive characterization of the site in order to help identify redevelopment opportunities. Consistent with the City's procurement policies, the City issued a Request for Qualifications (RFQ) for consulting services to provide final characterization and visioning of redevelopment opportunities. The City received four (4) submittals. Maul Foster & Inc. Alongi was selected as the most qualified firm for this project. This action is a necessary step in adequately preparing Tracts D & E for lease or sale to a private developer.

Staff recommends adoption of Resolution No. 2023-36.

Fiscal Impact: \$1,000,000 of available funding is available in the Capital Improvement Project (CIP) known as Tract D Park. This agreement will not exceed \$199,888.00.

Attachments:

1. Resolution No. 2023-36
2. Agreement with Maul Foster & Alongi, Inc.

RESOLUTION NO. 2023-36

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH MAUL
FOSTER & ALONGI, INC. FOR CHARACTERIZATION AND
VISIONING OF THE FORMER LANDFILL WITHIN TRACT D OF
COLUMBIA POINT.**

WHEREAS, the City of Richland owns Tract D of Columbia Point and desires to sell or lease the property for economic development purposes; and

WHEREAS, Tract D of Columbia Point contains remnants of a former government-operated solid waste landfill believed to have been utilized in the 1950s; and

WHEREAS, in 2022, the City procured services to begin establishing general boundaries and characteristics of the landfill using non-intrusive technology; and

WHEREAS, the City now desires to identify redevelopment opportunities for the site using data from the 2022 boundary information and new information obtained through more robust investigative techniques; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified environmental engineering firm to assist the City in further characterization and visioning of redevelopment opportunities for the site; and

WHEREAS, the City received four (4) responses to the RFQ; and

WHEREAS, Maul Foster & Alongi, Inc. was selected as the most qualified consultant to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with Maul Foster & Alongi, Inc.; and

WHEREAS, sufficient funding is available, and the City's best interests are served by contracting with Maul Foster & Alongi, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Maul Foster & Alongi, Inc. in the amount of \$199,888.00 to finalize characterization and identify redevelopment opportunities for the former government-owned landfill located within Tract D of Columbia Point.

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 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Columbia Point Tract D Landfill Redevelopment Feasibility Study

This Agreement is entered into this _____ day of February, 2023 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Maul Foster & Alongi, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 109 E. 13th St., Vancouver, WA 98660-3229. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 22-0098
 4. ☒ Exhibit B: Solicitation No. 22-0098 proposal response submitted by Consultant dated January 5, 2023.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by August 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on August 31, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Ninety-Nine Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$199,888.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Emily Hess RG, LHG
Name of Firm: Maul Foster & Alongi, Inc.
Address: 109 East 13th Street
Address: Vancouver, WA 98660
Email: ehess@maulfoster.com
Phone Number: (360) 980 -2497
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work



MAUL FOSTER ALONGI

109 East 13th Street | Vancouver, WA 98660 | 360 694 2691 | www.maulfooster.com

February 9, 2023
Project No. M1051.02.001

Ruvim Tyutyunnik
City of Richland Parks & Facilities – Capital Projects Manager
2700 Duportail St.
Richland, WA 99352

Re: Columbia Point Tract D Landfill Redevelopment Feasibility Study – Scope of Work
and Cost Estimate

Dear Ruvim Tyutyunnik:

On behalf of the City of Richland (City), Maul Foster & Alongi, Inc. (MFA) has prepared this scope of work and professional fee estimate for the Columbia Point Tract D Landfill redevelopment feasibility study project. MFA will complete the work as described below under the attached General Terms and Conditions and Schedule of Charges. In 2022, the City procured services to define the boundary of the former municipal landfill using a nonintrusive technology. The City desires to conduct a focused study of the contents and extent of the solid waste materials within the boundary.

SCOPE OF WORK

MFA has reviewed the project scope outlined in the request for qualifications (RFQ) and has prepared the following scope of work.

Task 1: Initial Site Analysis and Document Review

For the initial site analysis, MFA will review available engineering and environmental documents that have been developed for the landfill. Based on the RFQ, this is likely to include aerial photographs, Columbia Point Development records, and the 2022 Columbia Point Landfill Delineation report. The goal of the document review is to obtain as much existing information as possible to support the analysis of reuse strategies. MFA will develop a list of additional data needs and will focus on combining field data collection activities as efficiently as possible.

By reviewing the source documents for the summary of site conditions, MFA will be able to evaluate the need for supplemental data that can support the findings with respect to slope stability, fill material stability, and subsurface environmental conditions (landfill gas [LFG], surface and groundwater, and contaminant leaching). Supplemental site data may also be used to develop more cost-effective means of development.

R:\0_Contract Administration\1051 City of Richland\Admin\02.001_2023.02.09 Scope of Work\WO_Landfill Assessment Scope of Work.docx

As part of this task, MFA will also facilitate an on-site project kickoff meeting where our goal is to supplement the City's local knowledge and relationships by working together to establish an early set of guiding priorities and expectations.

Deliverables

- Electronic copy off the Data Gap Analysis Report

Task 2: Landfill Characterization Work Plan

MFA will develop a work plan to characterize the contents and extent of the solid waste materials in the landfill. Based on the findings of the existing document review, MFA will identify proposed excavation areas on an aerial map and provide a written narrative that describes the procedures to collect full-depth representative samples to evaluate the waste placed in the landfill. A component of this work plan will be a health and safety plan. The 2022 delineation report displayed suspected locations of utilities; test pits will not be placed in the vicinity of these features.

An outcome of the initial site analysis and document review will be a decision of whether chemical analysis of the landfill material will be helpful for characterization of contents to determine disposal options and costs. In addition, a soil gas and methane evaluation may be beneficial for understanding redevelopment opportunities at the site. These items will be discussed in the work plan.

Deliverables

- Electronic copy of the Landfill Characterization Health and Safety Plan
- Electronic copy of the Landfill Characterization Work Plan

Task 3: Obtain Permits and Authorizations

Excavation and/or intrusive sampling techniques may be subject to regulation by the State Environmental Policy Act, Shoreline Management Act, and a Memorandum of Understanding with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). The City will coordinate the CTUIR's review of the work. MFA will initiate and manage the other applicable permit requirements.

Deliverables

- City of Richland Shoreline Management Act Letter of Exemption (this assumes work will be conducted within 200 feet of the Columbia River).

- City of Richland Grading Permit (this assumes site exploration exceeds the grading permit threshold).
 - There is an exemption in the 2018 International Building Code (code used by the City of Richland to review grading permits) that exempts site exploration activities; however, this exemption only applies to shallow exploration activities. MFA will coordinate with the City of Richland to first determine if this exemption would apply once depth of excavations have been determined.

Task 4: Execute Landfill Characterization Work Plan

MFA will execute the work plan to characterize the contents and extent of the solid waste materials in the landfill. Public and private utility-locating services and other information sources will be used to check for underground utilities before work begins. MFA will coordinate fieldwork to locate possible on-site utilities and other subsurface obstructions. Excavation activities are anticipated to take place over four days and MFA will contract with an excavation company to implement the work. Based on a review of the 2022 delineation report, geophysical techniques determined the landfill debris extends to approximately 15 feet below ground surface in the golf course area and 21 feet below ground surface in the hotel area. During excavation activities, MFA will have field meters available to monitor LFG conditions and evaluate for the presence of volatile organic compounds. This subsurface investigation will provide information about the waste composition and generate data of sufficient quality to inform site redevelopment strategies.

MFA acknowledges that the landfill boundary encompasses a golf course and area adjacent to a hotel. A potential hurdle to conducting the fieldwork will be limiting disturbances to the golf course and hotel activities. To overcome this, MFA will coordinate and communicate with representatives of the golf course and hotel well in advance of the excavation activities, ensure the public's health is protected, and restore ground conditions to the extent practicable.

Deliverables

- Electronic copy of Summary of Findings for Landfill Characterization

Task 5: Landfill Reclamation Options Report

Based on the findings of the landfill characterization, MFA will generate and analyze up to three alternative landfill reclamation options. The reclamation options will consider implementation feasibility, impacts to the community and environment, and conceptual cost to prepare the landfill area for redevelopment. Redevelopment alternatives will be considered based on a regulatory and land use policy review, a market assessment, and input from the community. The developable land area will be informed by the reclamation options. The

landfill characterization data and findings of the reclamation options analysis will be presented to the City in a draft report. MFA will develop a final report that integrates feedback from the City and the CTUIR.

Research will be conducted into various potential grant sources from state or federal agencies (e.g., Washington State Department of Ecology, U.S. Environmental Protection Agency) as well as funding through direct state appropriations. Grant sources will be categorized and evaluated to identify project and project phase applicability, timing and application cycles, application process, eligibility, and other pertinent factors. The work product will be a narrative and summary matrix showing the terms and conditions for each potential grant, and an overall assessment of reliance as a funding source.

Deliverables

- Electronic copy of the Draft Landfill Reclamation Options Report with associated figures and cost estimates
- Electronic copy of the Final Landfill Reclamation Options Report with associated figures and cost estimates
- Up to three in-person community engagement opportunities to present & answer questions

SCHEDULE OF WORK

MFA will begin work within immediately upon receiving authorization to proceed. This proposal is valid for 30 days. The scope of work is estimated to take five months once the project is contracted, pending excavator vendor availability and scheduling of in-person community engagement events.

ESTIMATED COST OF WORK

The cost to perform the proposed work is \$199,888. The cost estimate will not be exceeded without prior authorization.

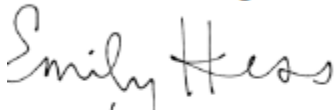
Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Initial Site Analysis and Document Review	140	\$27,290	\$400	\$0	\$27,690
2 Landfill Characterization Work Plan	71	\$12,215	\$0	\$0	\$12,215
3 Obtain Permits and Authorizations	46	\$8,000	\$0	\$0	\$8,000
4 Execute Landfill Characterization Work Plan	173	\$28,090	\$3,000	\$32,223	\$63,313
5 Landfill Reclamation Options Report	441	\$87,470	\$1,200	\$0	\$88,670
Total Estimated Cost					\$199,888

This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

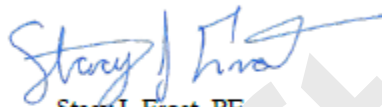
We appreciate the opportunity to submit this scope of work and look forward to talking with you soon.

Sincerely,

Maul Foster & Alongi, Inc.



Emily N. Hess, LHG
Project Hydrogeologist



Stacy J. Frost, PE
Principal Engineer

Attachments: General Terms and Conditions
Schedule of Charges

GENERAL TERMS AND CONDITIONS

ARTICLE 1—AGREEMENT

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc. (“MFA”), pursuant to the attached proposal (the “Proposal”) and on behalf of MFA’s client (“CLIENT”). MFA’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

ARTICLE 2—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA’s services, proposals, agreements, or reports contemplated by this Agreement.

ARTICLE 3—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms, or any other similar terms, are used in any federal, state, or local statute, regulation, order, or ordinance governing the treatment, storage, handling, and disposal of any toxic or hazardous substance or waste.

ARTICLE 4—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.
109 East 13th Street
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

ARTICLE 5—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the "MFA Parties") to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA's Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

ARTICLE 6—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys' fees, or other loss (hereafter collectively called "Loss") arising out of (a) MFA Parties' breach of this Agreement or (b) MFA Parties' willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless MFA Parties from any Loss arising out of (a) CLIENT's breach of the Agreement, or (b) CLIENT's willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by MFA's negligence, CLIENT shall indemnify and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

ARTICLE 7—TERM OF AGREEMENT; TERMINATION

If any Services agreed to be performed hereunder are terminated, CLIENT will pay MFA for Services performed to the date MFA receives notice of termination and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 8—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond MFA's control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified

services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 9—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 10—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

ARTICLE 11—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation, and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

LIMITS OF LIABILITY

- | | | |
|----|---|---|
| A. | Worker's Compensation
Employer's Liability | Statutory
\$1,000,000 |
| | | |
| B. | Commercial General Liability
(including Contractual Liability)
Bodily Injury
Property Damage | \$1,000,000 each occurrence and aggregate |

LIMITS OF LIABILITY

- | | | |
|----|---|---|
| C. | Comprehensive Automobile Liability
(Owned, Hired, and Non-owned
Vehicles)
Bodily Injury
Property Damage | \$1,000,000 combined single limits for each
accident |
|----|---|---|

D. Professional Liability: \$1,000,000 for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 12—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 10 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures, or practices of persons or entities other than the MFA Parties.

ARTICLE 13—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

CLIENT agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 14—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 15—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA shall retain all ownership and property interests therein, including all common law, statutory, and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless MFA Parties from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of MFA's documents under this section. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 16—NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 17—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 18—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 19—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 20—DISPUTE RESOLUTION

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively "Dispute"), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and MFA agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator's fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland,

Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

ARTICLE 21—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates, and reproduction expenses.

ARTICLE 22—GOVERNING LAW AND VENUE

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which MFA's services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

ARTICLE 23—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 24—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$245 - 260/hour
Senior.....	\$160 - 230/hour
Project.....	\$160 - 185/hour
Analyst	\$155 - 165/hour
Staff	\$140 - 160/hour
Graphic Design.....	\$135 - 145/hour
Technician	\$120 - 150/hour
Administrative Support.....	\$115 - 125/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles/mileage	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges are subject to change without notice.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/7/2023

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-37, Adopting the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan

Department/Office
Development Services

Ordinance/Resolution Number:
2023-37

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-37, adopting the HOME-ARP Allocation Plan.

Summary:

In 2021, Congress passed the American Rescue Plan (ARP) Act which provides \$5 billion to communities to address the ongoing impacts of the COVID-19 pandemic. Of this amount, the Tri-Cities HOME (HOME Investment Partnerships Program) Consortium is eligible to receive an allocation of \$2,394,949. The Consortium includes the cities of Kennewick, Pasco, and Richland. The City of Richland receives and administers the HOME-ARP funds on behalf of the three cities.

A draft Tri-Cities Consortium HOME-ARP Allocation Plan is presented for consideration tonight. The plan identifies community needs affiliated with the purpose of the federal funding source and recommends a spending plan. Qualifying populations that may be assisted with HOME-ARP funds include: individuals experiencing homelessness; individuals at risk of homelessness; persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and other populations where providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability.

The Tri-Cities HOME Consortium recommends allocating the funds as follows:

Eligible Activity	\$ Funds	% Allocation	Statutory Limit
Supportive Services	\$1,035,000	43%	
Non-Congregate Shelter	\$0	0%	
TBRA	\$0	0%	
Affordable Rental Housing	\$762,707	32%	
Nonprofit Operating	\$119,000	5%	5%
Nonprofit Capacity Building	\$119,000	5%	5%
PJ Administration and Planning	\$359,242	15%	15%
TOTAL	\$2,394,949	100%	

Staff recommends adoption of Resolution No. 2023-37.

Fiscal Impact: The HOME Consortium anticipates receiving a one-time allocation of \$2,394,949 in HOME-ARP funds to be spent by September 30, 2030.

Attachments:

1. Resolution No. 2023-37
2. Draft Tri-Cities HOME-ARP Allocation Plan

RESOLUTION NO. 2023-37

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING SUBMISSION OF THE HOME INVESTMENT
PARTNERSHIPS AMERICAN RESCUE PLAN (HOME-ARP)
ALLOCATION PLAN TO THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT.**

WHEREAS, in 2021, Congress passed the American Rescue Plan Act which provided \$5 billion dollars to communities across the country to address the ongoing impact of the COVID-19 pandemic on the economy, public health, governments, individuals and businesses; and

WHEREAS, the Tri-Cities HOME Consortium has been allocated \$2,394,949.00 in HOME-ARP funds to be administered by the City of Richland; and

WHEREAS, with assistance from The Cloudburst Group, stakeholder consultations, data analysis and surveys, the Tri-Cities HOME Consortium has developed the HOME-ARP Allocation Plan targeting four (4) qualified populations: individuals experiencing homelessness; individuals at risk of homelessness; persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking; and other populations where providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability; and

WHEREAS, the Tri-Cities HOME Consortium intends to use the funds for the following eligible activities: supportive services, affordable rental housing, non-profit operating, non-profit capacity building, and administration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Tri-Cities HOME Consortium HOME-ARP Allocation Plan is hereby authorized for submittal to the U.S. Department of Housing and Urban Development for review and approval.

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 7th day of March, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Tri-Cities HOME-ARP Allocation Plan

Tri-Cities HOME Consortium

Draft Allocation Plan Published	February 16, 2023
Public Comment Period	February 17–March 6, 2023
Public Hearing	March 7, 2023
	625 Swift Blvd. Richland, WA

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Introduction

The Tri-Cities HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) allocation plan outlines how the Tri-Cities HOME Consortium plans to spend its HOME-ARP funds. The Tri-Cities Consortium includes the Cities of Kennewick, Pasco, and Richland. The City of Richland receives and administers HOME funds on behalf of the three cities.

In 2021, Congress passed the American Rescue Plan Act, which provided \$5 billion to communities across the country to address the ongoing impacts of the COVID-19 pandemic on the economy, public health, governments, individuals, and businesses. This one-time funding, known as HOME-ARP, is administered through the U.S. Department of Housing and Urban Development (HUD). The Tri-Cities HOME Consortium will receive a HOME-ARP allocation of \$2,394,949, which will be administered by the City of Richland. This funding may be used for activities within the three member cities.

Four eligible groups of recipients can be assisted by HOME-ARP funds; these are referred to as “qualifying populations” (QPs). These QPs include:

- **Individuals experiencing homelessness**, as defined in 24 CFR 91.5.
- **Individuals at risk of homelessness**, as defined in 24 CFR 91.5.
- **Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking**, as defined by HUD.
- **Other populations where providing supportive services or assistance would prevent homelessness or would serve those at greatest risk of housing instability.**

Communities can use their HOME-ARP funds for specific eligible activities, which include:

- **Development of affordable rental housing.**
- **Tenant-based rental assistance.**
- **Supportive services.**
- **Development of non-congregate shelter facilities.**
- **Capacity building and operating support for organizations implementing a HOME-ARP activity.**
- **Planning and administration costs.**

Each HOME-ARP grantee, or participating jurisdiction (PJ), must first develop an allocation plan to receive its HOME-ARP funds. HUD has established a set of required actions for the allocation planning process as well as specific elements that must be included in submitted HOME-ARP allocation plans. These elements include:

- A summary of the consultation process, its results, and any comments received through public participation, including any recommendations not accepted and the reasons why.
- A description of the size and demographic composition of the four QPs within the Consortium boundaries.
- The identification and assessment of the unmet needs for services, shelter, and housing for each QP.
- An assessment of the existing gaps in the grantee's housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system.
- A description of the grantee's planned uses for HOME-ARP funds across the eligible activities based on the unmet needs of the QPs. This must include an allocation of HOME-ARP resources among the eligible activities and planned distribution methods.
- An estimate of the number of housing units that the grantee anticipates producing or preserving with HOME-ARP funds.
- Identification of any preferences for serving a QP or subpopulation as well as the planned referral methods.

The Consortium retained The Cloudburst Group to support the allocation planning process and plan development. Planning activities commenced in August 2022 and included a comprehensive set of stakeholder consultation sessions, an online stakeholder survey, and an extensive analysis of multiple data sources. The consultation sessions and survey sought to engage service, shelter, and housing providers as well as others with knowledge of the HOME-ARP QPs across the Tri-Cities. These perspectives, along with quantitative data analysis, helped the Consortium better understand the multi-faceted and complex service, shelter, and housing needs facing the QPs and ultimately informed the allocation decisions in the HOME-ARP allocation plan.

This document utilizes the suggested format provided by HUD for the development of HOME-ARP allocation plans. Regulatory requirements and prompts provided by HUD for each section are included to provide context for the components of the allocation plan. An Acronym guide is available in the [Appendix](#).

Consultation Process

Regulatory Requirements

PJs must consult with several different stakeholder organizations as outlined in Section V.A of [HUD Notice CPD-21-10](#). These stakeholders include:

- Continuums of Care (CoCs) serving the jurisdiction's geographic area.
- Homeless service providers.
- Domestic violence service providers.
- Veterans' groups.
- Public housing authorities/agencies.
- Public agencies that address the needs of the QPs.
- Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

HUD requires all PJs to complete the consultation process for HOME-ARP prior to the development of the allocation plan.

Describe the consultation process, including methods used and dates of consultation.

The Consortium conducted 11 stakeholder consultation sessions in October and November of 2022 to gather input from individuals across 30 agencies working to meet the needs of the QPs. The Consortium also developed and distributed an online stakeholder survey, which gathered 12 responses from nine organizations. All consultation participants were encouraged to complete the survey, which provided an opportunity for additional input.

Consultation Sessions

The Consortium held four in-person consultation sessions and seven virtual consultation sessions in October and November of 2022 with organizations, agencies, and entities working with the four QPs across the Tri-Cities area to inform its HOME-ARP allocation plan. Each session was facilitated by consultants and Consortium staff. Extensive outreach occurred prior to these sessions to identify key stakeholders and directly request their participation, which resulted in a higher level of engagement.

Each session began with an overview presentation of the HOME-ARP program, the QPs, and the five eligible HOME-ARP activities. The objective of the overview presentation was to provide stakeholders with an opportunity to gain awareness of the HOME-ARP program and share their comments and concerns with Consortium staff. Following the presentation, the consultants facilitated a discussion on the unmet needs and challenges facing the QPs regarding shelter, services, and housing. Each group was also asked to identify priorities for

the use of HOME-ARP funds. These discussions allowed Consortium staff to hear the needs and challenges facing the QPs directly from service providers and agencies working with these populations. Each consultation session was scheduled for one to one-and-a-half hours and was organized around specific topics to gather input from stakeholders working with similar populations and/or providing similar services.

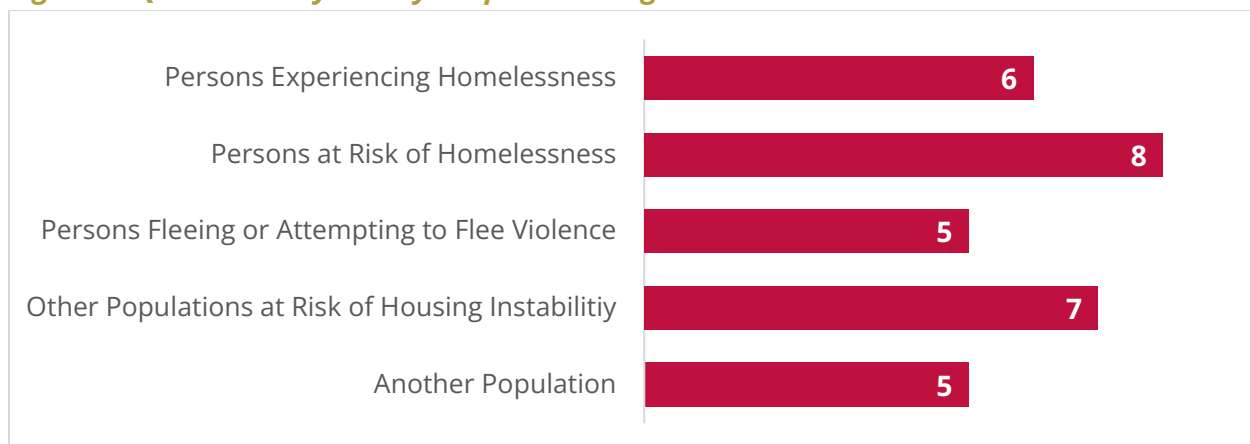
Stakeholder Survey

The Consortium also developed and distributed an online survey to gather input from service providers across the Tri-Cities area. This strategy enabled the Consortium to hear from individuals who were unable to attend one of the in-person or virtual consultation sessions as well as provide an additional avenue of feedback for attendees. The survey received 12 responses from individuals across nine organizations.

The survey began with a high-level overview of the HOME-ARP program and eligible activities, the amount of HOME-ARP funds allocated to the Consortium, and definitions of each of the HOME-ARP QPs. Throughout the survey, the Consortium repeated the definitions of the HOME-ARP QPs and provided additional information as needed to help clarify HOME-ARP terms (e.g., the definition of non-congregate shelter) to assist survey respondents.

Figure 1 indicates that there was an even distribution of organizations working across the HOME-ARP QPs served. Of those organizations surveyed, 58 percent served individuals experiencing homelessness; 75 percent served individuals at risk of homelessness; 67 percent served persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking; and 67 percent served other populations at risk of homelessness or housing instability. Of those surveyed, six respondents (50 percent) indicated that they served another population including young adults (aged 18–24), the elderly, persons with disabilities, victims of crime, and low-income persons needing civil legal services. Many respondents who indicated that their organization served another population also served one of the four HOME-ARP QPs.

Figure 1: QPs Served by Survey Respondent Organizations



Between the consultation sessions and the stakeholder survey, the Consortium gathered input from 30 organizations on the housing, shelter, and service needs facing the HOME-ARP QPs across the Tri-Cities area. The [Appendix](#) includes a complete list of the organizations who provided input during the development of the allocation plan and lists the organization type, QPs served, and consultation method for each organization. Table 1 outlines organizations and individuals consulted, by consultation method. See the [Appendix](#) for an outline of all organizations by stakeholder type and QP served.

Table 1: Consultation Methods and Participants

Group Consultation Meetings		
Meeting Focus	Date	Attendees
Persons experiencing homelessness	10/20/22	ANSIL; Benton and Franklin Department of Human Services; Catholic Charities; Elijah Family Homes; iMPACT! Compassion Center; Lutheran Family Services; Oxford Homes; Safe Harbor Crisis; Three Rivers Therapy/Stay Anchored; Union Gospel Mission
Persons at risk of homelessness	10/20/22	ANSIL; Benton & Franklin Department of Human Services; Catholic Charities; Community Action Connection; Elijah Family Homes; Lutheran Family Services; Oxford Homes; TC Futures
People fleeing or attempting to flee domestic violence, sexual assault, and/or human trafficking	10/20/22	Domestic Violence Services of Benton and Franklin; Mirror Ministries
Veterans	10/21/22	Benton & Franklin Department of Human Services; Columbia Basin Veterans Center

School-aged children and youth	10/26/22	Kennewick School District; Richland School District
Local Continuum of Care	10/26/22	Benton & Franklin Department of Human Services; Betsy Metcalf, Community Member; Catholic Charities; City of Kennewick; City of Pasco; City of Richland; Empower Life; Greater Health Now; Jim Millbauer, Kennewick City Council; Kennewick Public Housing Authority; Snipes H3; Tri-Cities Community Health
Public housing authorities	11/7/22	Housing Authority of Pasco and Franklin County; Kennewick Housing Authority
Legal services	11/8/22	Benton Franklin Legal Aid; Legal Counsel for Youth and Children; Northwest Fair Housing Alliance; Northwest Justice Project
Community services	11/14/22	Ben Franklin Transit; Empower Life; Goodwill Industries of the Columbia; Snipes H3
Individual Consultations		
Meeting Focus	Date	Attendees
CoC staff	10/12/22	Benton & Franklin Department of Human Services
Community-wide needs	10/13/22	United Way of Benton & Franklin Counties
Survey Respondents		
Benton & Franklin Department of Human Services	Housing Authority of Pasco and Franklin County	
Benton Franklin Community Action Connections	Kennewick Housing Authority	
Benton Franklin Legal Aid	Northwest Justice Project	
Empower Life	Support, Advocacy, and Resource Center	
Goodwill Industries of the Columbia		

Summarize feedback received and results of upfront consultation with these entities.

Consultation Session Themes

Through discussions with stakeholders as part of the consultation sessions, the Consortium was able to hear directly from organizations working with the four HOME-ARP QPs on the

housing, shelter, and service needs they are seeing in their communities. Stakeholders spoke of the tremendous needs and challenges faced by the QPs as well as by program staff in providing services to these communities.

Across the 11 virtual consultation sessions, several cross-cutting themes emerged. Stakeholders described how all four of the HOME-ARP QPs have complex needs that often require long-term access to affordable housing coupled with supportive services. Programs that provide both housing and supportive services can have a significant positive impact on peoples' lives; however, the overall lack of affordable housing limits the housing that is available. Many stakeholders explained how rising rents and low vacancy rates have dramatically reduced the available stock of privately owned rental housing. The current housing and shelter inventory, as well as the service delivery system, is strained and lacks the capacity to meet the growing needs of the QPs.

Affordable Housing Themes

In all sessions, stakeholders spoke at length about the low vacancy rate and the impacts on Tri-Cities residents. One stakeholder suggested that there are “eighteen applicants for every one vacancy across the entire spectrum of housing.” With such a tight rental market, landlords have the capacity to raise rents drastically and set inaccessible screening criteria. Stakeholders reported that landlords are requiring applicants' incomes to be triple the rent.

Other common reasons that applications are being denied include having “any sort of criminal history,” using a rental voucher, or having an eviction on their record. One stakeholder suggested that the statewide eviction moratorium in effect from February 2020 to October 2022 has resulted in a backlash from landlords who will no longer “take chances” on people with evictions on their records, stating that “an eviction is worse than a felony conviction.” Fair housing advocates reported that the main reason that people are being evicted is their inability to pay rent and that the Tri-Cities has one of the highest rates of evictions in the state based on their experience working in multiple communities.¹ Tenants who are not being evicted are living in substandard rental conditions—for example, in units with mold or unaddressed maintenance issues—because they “aren't able to move around as much. They can't afford to get in anywhere. There's nowhere to go. And they're hanging on with their fingernails to what they have.”

These stringent rental criteria have had a disparate impact on young people, undocumented people, people with limited English proficiency, people with mental health

¹ [Eviction Lab](#) data indicates that Benton County has an eviction rate of 2 percent and Franklin County has a rate of 1.2 percent. As a comparison, the rate for the whole state of Washington is 1.5 percent.

disabilities, and survivors of domestic violence and human trafficking. One domestic violence advocate reported an uptick in the severity of violence "because of the economic situation and COVID and lack of ability to find housing before things get into this severe physical abuse."

One stakeholder shared about her experience finding housing with her husband after experiencing homelessness: "Just this weekend, we moved into a new place. Because living with his parents was, you know, taking a toll on our marriage. It is about \$1250 a month. [My husband] works [and] makes too much for us to live in the low-income ones. But the ones that we can [get into] are all of his paycheck. And that's really hard. Because we talked to maybe seven different places, and there's just no way they'd make an exception. And then with me, I was homeless for a while before I came up here. And I have no credit score, I had no help with that kind of stuff. And there's just, it's really hard these days being 21 with a minimum-wage job."

Rental Assistance Themes

Stakeholders described multiple existing rental assistance and housing voucher resources, including Treasury Rental Assistance Program, the state-funded Eviction Rent Assistance Program, and Emergency Housing Vouchers over the last few years. Stakeholders expressed concerns regarding the expiration of these resources in July 2023 but expressed greater concerns about finding rental units that would accept rental assistance. As described above, the tight rental market has emboldened landlords to deny applications for voucher holders. In fact, one stakeholder reported that landlords have refused to accept Rental Assistance Program funds because by accepting the funds, they are agreeing that they will not raise the rent for the next six months.

Even for non-emergency vouchers like Housing Choice Vouchers, utilization rates decreased substantially because people cannot find units in the private market that are within Fair Market Rent (FMR) and that will not screen them out due to criminal background, rental history, or use of a voucher. Stakeholders suggested this is particularly challenging for people experiencing homelessness, people with mental health disabilities, and young people; these populations need supportive services to help them locate and advocate for acceptance into housing.

Supportive Services Themes

Stakeholders spoke about a variety of supportive services that are available in the Tri-Cities, particularly for minor youth, veterans, and Medicaid-eligible people with disabilities, but they also identified several gaps. Stakeholders reported clients waiting three months to see a therapist and six months for medication management. Victim services providers and legal advocacy organizations described insufficient funding to hire and retain qualified staff. Limited funding also means that organizations are unable to train and provide services

needed by the QPs. As one stakeholder said, “you can access housing programs, but you also need to address all the other basic needs that go on with it or this person is going to continue to be at risk [...] and quite frankly, most of our programs don't provide that kind of intensive support.”

Non-Congregate Shelter Themes

Several themes emerged related to shelter during the consultation sessions, particularly around the lack of access for specific subpopulations. Stakeholders indicated there is minimal shelter for women and women-led families, which has a particular impact on victims of sex trafficking, sexual assault, or stalking that is not tied to intimate partner violence who are not eligible to stay at the domestic violence shelter. Stakeholders noted that there is even less shelter available for families with adult men and/or adolescent boys; the only options for these families are county-funded hotel stays or domestic violence shelter. As a result, families must separate across shelters serving women and women-led families, youth shelters, and men’s shelters. Stakeholders had many concerns about the lack of low-barrier shelter. Although there is a large men’s shelter that is “never full,” individuals who are actively using substances or experiencing psychosis, individuals who can’t complete basic personal care needs, and registered sex offenders are unable to access shelter.

Nonprofit Capacity Building Themes

Three key themes arose related to nonprofit capacity building: development capacity, service provider training, and systems improvements. The primary organizations developing affordable housing are public housing authorities/agencies, but they have such limited staff capacity that they can only develop one project at a time. Service providers in consultations reported challenges with hiring and retaining qualified and well-trained staff. New staff require intensive on-the-job training and frequently move on to higher-paid jobs once they have been trained. Finally, stakeholders described a housing and service delivery system that is complex, inaccessible, and traumatizing for QPs. They expressed a need for a coordinated and streamlined process to improve QPs’ access to resources.

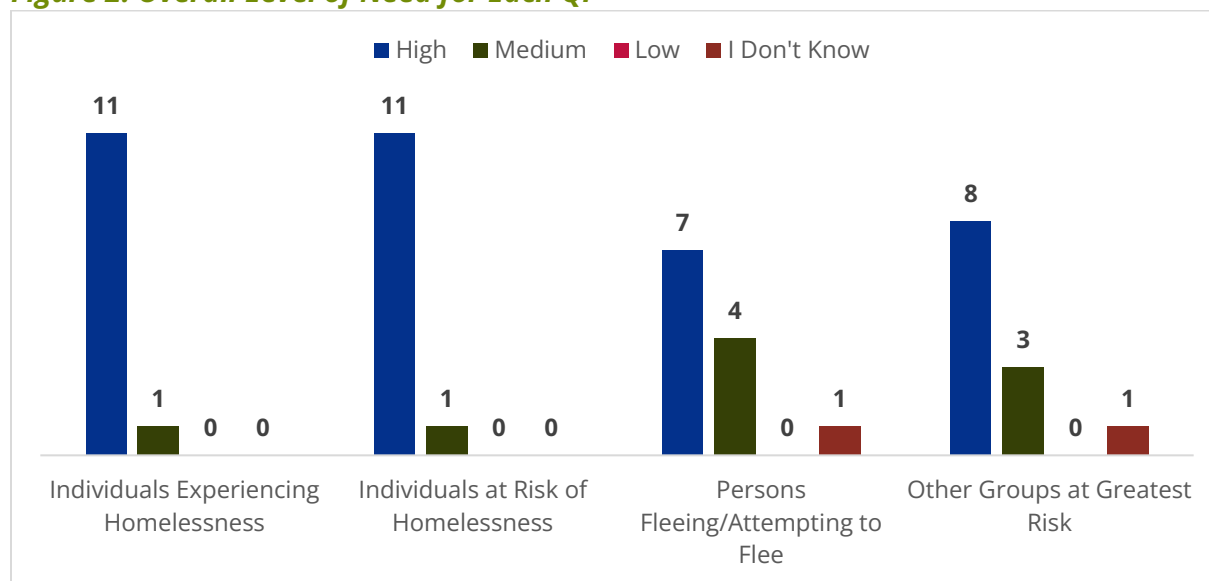
Feedback From the Stakeholder Survey

The following section summarizes the major takeaways from the stakeholder survey. The [Appendix](#) contains a complete list of the multiple-choice results from the survey.

The survey asked a series of questions to gauge the level of need for housing, shelter, and services for each of the HOME-ARP QPs. One question asked respondents to rank the overall level of need for each of the four QPs using a scale of high, medium, and low. Respondents were provided the option to opt out of ranking any of the populations by responding “I don’t know.” The results of this question are summarized in Figure 2 and indicate that most respondents felt that each QP faced high overall needs. Ninety-two

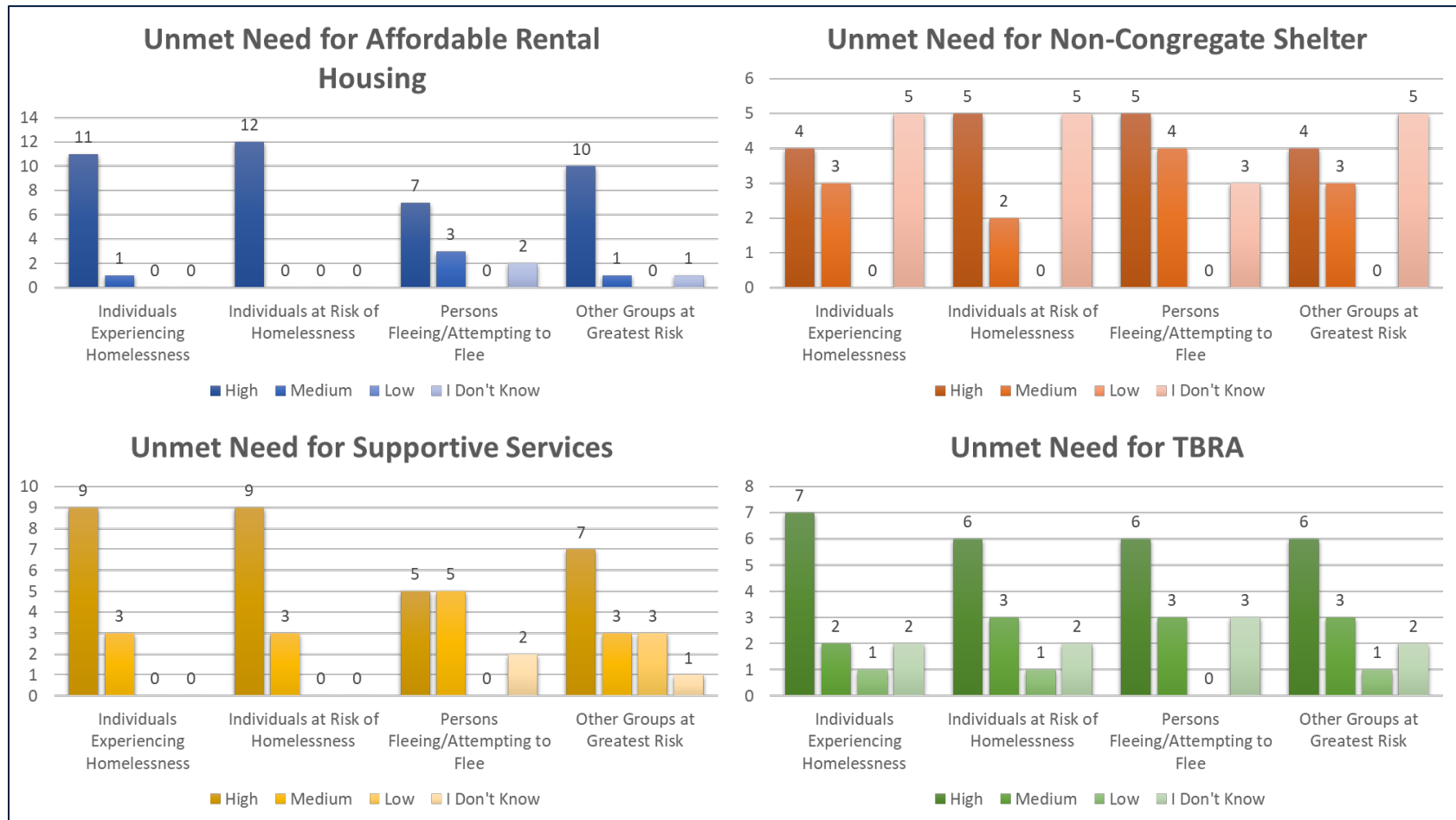
percent of respondents indicated that there were high overall needs for individuals experiencing homelessness and the same number indicated there were high needs for individuals at risk of homelessness. There was greater variation across responses for persons fleeing or attempting to flee and for other populations. Specifically, 58 percent of respondents ranked persons fleeing or attempting to flee as having high needs and 33 percent said this QP had medium needs. For other populations at greatest risk of homelessness or housing instability, 67 percent indicated there were high needs and 25 percent said this QP had medium needs.

Figure 2: Overall Level of Need for Each QP



The survey then asked respondents to indicate the level of need for affordable rental housing, tenant-based rental assistance (TBRA), supportive services, and non-congregate shelter (NCS) for each of the QPs. Figure 3 shows that in general, respondents felt there is a high level of need for each activity for all QPs. When comparing the results across eligible activities, however, more respondents indicated that there were higher unmet needs for affordable rental housing relative to the other eligible activities. Specifically, when it came to affordable rental housing, 92 percent of respondents indicated there was a high unmet need for individuals experiencing homelessness, 100 percent indicated a high unmet need for individuals at risk of homelessness, 58 percent indicated a high unmet need for persons fleeing or attempting to flee, and 67 percent indicated a high unmet need for other populations. In comparison, for supportive services, these figures were 75 percent, 75 percent, 42 percent, and 58 percent. For TBRA, these percentages were 58 percent for individuals experiencing homelessness and 50 percent for each of the other qualify populations. For NCS, they were 42 percent for individuals experiencing homelessness, at risk of homelessness, and fleeing or attempting to flee, and 33 percent for other populations.

Figure 7: Unmet Needs for the HOME-ARP Eligible Activities for Each Qualifying Population



When asked to prioritize how they would spend HOME-ARP funds across the eligible activities, the majority of respondents indicated they would prioritize affordable rental housing, followed by capacity building for providers, supportive services, TBRA, and then non-congregate shelter. Figure 4 provides an overview of how respondents ranked the HOME-ARP-eligible activities using a scale of 1 to 5, with 1 as the highest priority and 5 as the lowest.

Figure 4 shows that 50 percent of respondents selected affordable rental housing as their highest priority, 42 percent selected it as their second choice, and 8 percent as their fifth. Among the 50 percent of respondents who selected another activity as their first choice, 25 percent selected non-profit capacity building as their first choice, 17 percent selected supportive services and 8 percent selected TBRA. No respondents selected non-congregate shelter as their highest priority.

Figure 4: Prioritization of HOME-ARP Funds Across the Eligible Activities

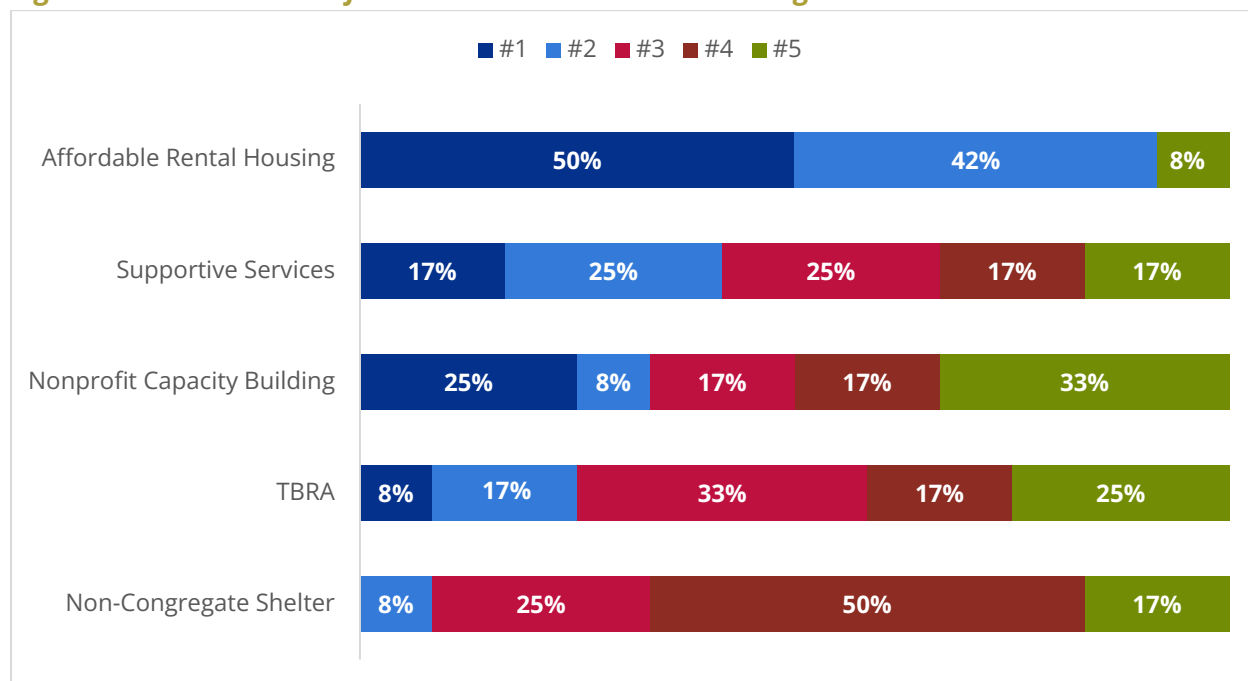


Table 2 outlines the average weighted score for each HOME-ARP activity, which provides a clear ranking of the activities based on respondents' prioritization. The average weighted score is calculated by assigning weights to each response option (i.e., the 1-to-5 scale) for the survey question, with higher weights assigned to higher scores. Higher average weighted scores indicate that respondents prioritized a HOME-ARP activity more. The average weighted scores demonstrate that respondents prioritized affordable rental housing the most, followed by supportive services, nonprofit capacity building, TBRA, and then non-congregate shelter.

Table 2: Average Weighted Score of Prioritized HOME-ARP-Eligible Activities

Ranking Order	HOME-ARP-Eligible Activity	Average Weighted Score
#1	Affordable Rental Housing	4.25
#2	Supportive Services	3.08
#3	Non-Profit Capacity Building	2.75
#4	Tenant-Based Rental Assistance	2.67
#5	Non-Congregate Shelter	2.25

The survey also asked respondents to prioritize which supportive services are most needed for each HOME-ARP QP. The survey first presented a list of eligible supportive services—including case management, food assistance, life skills training, and mental health services—and asked respondents to select which services were needed most for each QP. Respondents were then asked to prioritize the services they had just selected for each population. Table 3 outlines the average weighted scores for each supportive service by QP.

Table 3 indicates that there was a significant overlap in the top supportive services identified for each QP. Notably, one-time financial assistance and housing search assistance/counseling were identified as two of the most needed supportive services for all four QPs. For individuals experiencing homelessness, the top five ranked supportive services included one-time financial assistance, housing search assistance and counseling, case management, mental health services, and outreach services. For individuals at risk of homelessness, respondents identified short- and medium-term rental assistance, one-time financial assistance, substance use treatment services, housing search assistance/counseling, and outreach services as most needed. For persons fleeing/attempting to flee, the top-ranked services included one-time financial assistance, victims' services, short- and medium-term rental assistance, legal services, and housing search assistance/counseling, while for other populations, the top five included one-time financial assistance, housing search assistance/counseling, mental health services, legal services, and life skills treatment.

Table 3: Prioritization of Supportive Services for Each QP

Rank	Individuals Experiencing Homelessness	Individuals at Risk of Homelessness	Persons Fleeing/ Attempting to Flee	Others at Greatest Risk
#1	One-time financial assistance costs	Short- and medium-term rental assistance	One-time financial assistance costs	One-time financial assistance costs
#2	Housing search assistance and counseling	One-time financial assistance costs	Victims services for people fleeing/attempting to flee	Housing search assistance and counseling
#3	Case management	Substance use treatment services	Short- and medium-term rental assistance	Mental health services
#4	Mental health services	Housing search assistance and counseling	Legal services	Legal services
#5	Outreach services	Outreach services	Housing search assistance and counseling	Life skills training

Lastly, the survey offered respondents the opportunity to provide additional input on the housing, shelter, and service needs of the HOME-ARP QPs as well as comment on provider and system capacity. Figure 5 includes several notable quotations from survey respondents about each HOME-ARP-eligible activity. The selected quotations highlight the spectrum of perspectives among respondents on which eligible activities are most needed in the Tri-Cities area and what barriers pose challenges to serving the HOME-ARP QPs.

Figure 5: Selected Quotations From the Stakeholder Survey on Unmet Needs

Affordable Rental Housing

- "Fair Market Rents and Affordability are a high priority of need. Finding affordable units are scarce in the bi-county area. Applicants that we see have a hard time meeting the requirement of most landlords; i.e., income either twice or three times the rent and a clean rental history. Being able to pay first month, last month, and a deposit is out of reach for most of those listed in this survey."
- "Limited vacancies in the Tri-Cities to house families who are currently homeless. Also, the rise of rents and limitation of resources to assist in paying higher rents have become an issue."
- "More affordable buildings/homes for rental that will allow families/individuals to remain in a stable home."

Supportive Services

- "Staffing has been and continues to be an issue to best serve individuals/households; many programs do not come with case management dollars. Without case managing, it is like putting a band-aid on the source of the immediate needs. Skills need to be taught—from basic budgeting to saving for future emergencies that are inevitable."
- "Money is always a huge help, not only to help the program meet the needs but to also help the programs continue offering services. Our program helps clients with the legal side of the issues and [...] we have had much success, but with such a small staff, we are only touching the tip of issues."
- "Have as many mental health professionals as possible in shelters and other areas that offer social services. Support groups are very necessary."

Non-Profit Capacity Building

- "Staff that are qualified to do this type of work, who have been trained in harm reduction, Housing First, trauma-informed approach, property inspections, landlord-tenant laws, reasonable accommodation, lead paint, elimination of barriers, etc."
- "More staffing trained to work with individuals/households aimed at teaching life skills for long-term success in order to remove the revolving door that has remained present within Benton and Franklin Counties."

Non-Congregate Shelter

- "Our area doesn't have enough shelters. There isn't a place that can help a family that becomes homeless because families get split up if they go to the current shelters."
- "There needs to be staff that are willing to work with varying individuals and family compositions and create low-barrier shelters to assist all in crisis, especially when children are being affected when sending them back out into the street for disabilities, ages, total children in the households, etc. Homeless shelters are more prominent for single men than there are for women or men with children, which is a huge need in the communities."

Tenant-Based Rental Assistance (TBRA)

- "The lack of affordable housing opportunities in our community is jarring. There just isn't enough affordable housing for individuals and families to rent. With more TBRA resources, I ponder: where will those applicants live? Who will rent to them if there are no low-barrier, vacant units available to rent? What then happens to this money?"

Overall Trends and Themes Identified Through the Consultation Process

Across the consultation sessions and in the survey, stakeholders expressed the need for more affordable rental housing and supportive services across all QPs. While stakeholders described a need for both short- and long-term housing solutions, they also underscored how the lack of affordable and available housing options for lower-income communities strains the existing housing and shelter inventory. Input from stakeholders made it clear that factors such as rising housing costs, inflation, lack of affordable housing options at different income levels, difficulty finding and keeping well-trained staff, limited resources and funding, difficulty using rental vouchers on the private market, and rise in evictions have led to housing, shelter, and service systems that are unable to meet the current level of need of the four QPs in the Tri-Cities area.

Public Participation

Regulatory Requirements

Section V.B. of [HUD Notice CPD-21-10](#) outlines the requirements for PJs in providing and encouraging citizen participation in the development of the HOME-ARP allocation plan. Prior to submitting the allocation plan to HUD, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan for a period of at least 15 calendar days. During public engagement, PJs must abide by the requirements outlined in their Citizen Participation Plan and hold at least one public hearing during the development of the allocation plan and prior to submission to HUD.

PJs must also disclose the jurisdiction's total HOME-ARP allocation to the public as well as the range of eligible activities the PJ could pursue with their HOME-ARP funding. Following the public hearing and comment period, PJs must summarize any comments received, describe efforts to broaden public engagement, and explain whether any comments or recommendations were not accepted and why.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan.

Table 4: Dates for Public Participation Events for HOME-ARP Allocation Plan

Event	Date(s)
Public Notice	February 16, 2023
Public Comment Period	February 17–March 6, 2023
Public Hearing	March 7, 2023, 6:00 PM

Describe the public participation process.

The Consortium sought feedback from the general public on the draft HOME-ARP allocation plan through a 15-day written comment period and public hearing. A public notice was published in the *Tri-Cities Herald*, and *Tu Decides*. A public notice was also announced on each city's website and Facebook page. Hard copies of the draft plan were available in each City Hall, each city's public library, as well as the Richland Community Center.

The Consortium followed the requirements outlined in its Citizen Participation Plan during the development of the HOME-ARP allocation plan regarding broadening public participation and ensuring reasonable accommodations for persons with disabilities.

Describe efforts to broaden public participation.

The Consortium utilized several methods to broaden public participation and seek comments on its HOME-ARP allocation plan. The Consortium shared the draft allocation plan with its community partners, including all stakeholders engaged during the consultation process, via email. The plan was published on the City of Richland's website and notices were published in multiple newspapers to solicit comments from the public. Additional efforts were made to reach the Hispanic community by placing a Spanish announcement in the *Tu Decides* and a hard copy was provided to the Hispanic Chamber of Commerce.

Following the adoption of the HOME-ARP allocation plan, the [Appendix](#) will be updated to include a summary of any comments received and an explanation for why any comments or recommendations were not accepted.

Summarize the comments and recommendations received through the public participation process either in writing or orally at a public hearing.

This section of the HOME-ARP allocation plan will be updated following the completion of the public hearing and comment period.

Summarize any comments or recommendations not accepted and state the reasons why.

This section of the HOME-ARP allocation plan will be updated following the completion of the public hearing and comment period.

Needs Assessment and Gaps Analysis

Overview

The Needs Assessment and Gaps Analysis begins with a description of the regulatory requirements outlined in [HUD Notice CPD-21-10](#) followed by a description of the Tri-Cities Consortium's data methodology. The plan then estimates the size and demographic composition of each QP and summarizes the unmet housing, shelter, and service needs facing these populations.

Regulatory Requirements

HOME-ARP grantees must complete a Needs Assessment and Gaps Analysis that evaluates the size and demographic composition of the four HOME-ARP QPs within the jurisdiction's boundaries and assesses the unmet needs of these populations. These requirements are described in Section V.C.1 of [HUD Notice CPD-21-10](#). Required elements include analysis of the shelter, housing, and service needs of individuals experiencing sheltered and unsheltered homelessness, those currently at risk of homelessness, individuals and households requiring services or housing assistance to prevent homelessness, and those at greatest risk of housing instability or who live in unstable housing situations. The assessment must also identify existing gaps within the jurisdiction's shelter system, housing inventory, and service delivery system.

Furthermore, the assessment must include a description of the housing characteristics that are associated with housing instability and an increased risk of homelessness if the PJ is including these conditions under the HUD definition of "other populations." The assessment should also identify the PJ's priority needs for each QP and describe how the PJ determined these needs as well as the existing gaps in the grantee's shelter, housing, and service delivery systems.

Data Methodology

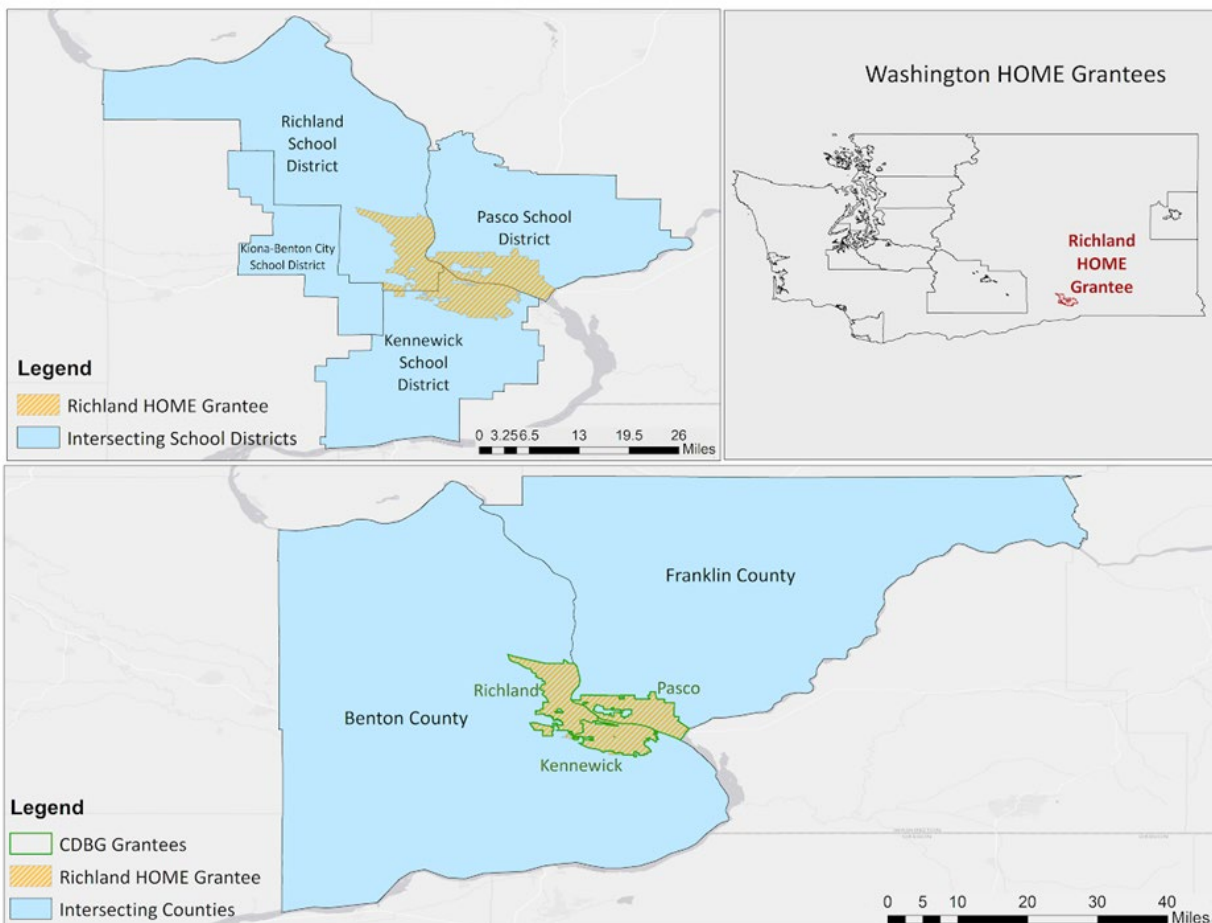
There are several challenges at play when it comes to gathering and analyzing data on the four HOME-ARP QPs. The definitions for each of the QPs are multifaceted and there is no single data source that neatly aligns with the entirety of each definition. PJs must therefore utilize existing data sources that line up with pieces of the HOME-ARP definitions. The implication of this is that estimates on the size, demographic composition, and needs facing each of the QPs are incomplete and underrepresent the true extent of needs facing individuals who make up these communities.

In addition to the misalignment between the QP definitions and existing data sources, there is also a spatial mismatch that limits the accuracy of the available data for the

purposes of HOME-ARP. Since HOME-ARP is administered by HOME PJs, the boundaries for HOME PJs represent the boundaries for HOME-ARP recipients.

For all QPs, the misalignment between data sources and boundaries is somewhat complicated by county and CoC jurisdictions, which do not align with HOME PJ boundaries. The Tri-Cities of Kennewick, Pasco, and Richland is located within the counties of Benton and Franklin and the Washington Balance of State CoC. For unhoused and highly mobile households, city-level data may not be available or may not accurately describe the need. Where this is true, the Consortium used county-level data.

Figure 6: Tri-Cities Consortium PJ Boundaries Comparison



Lastly, another significant data limitation is the inability to deduplicate individuals and households across data sources. For available data that align with pieces of the HOME-ARP QP definitions, many sources are aggregated and provide estimates for the number of individuals and households within specific groups such as income category. Other data provide individual-level information that is useful for analyzing trends such as racial and ethnic disparities. These data may contain unique identifiers that can be used to determine whether an individual appears more than once in the same dataset; however, it is not possible to determine whether individuals in one dataset are also present in another. Even

when unique identifiers are available, they are usually unique to only one dataset. It is therefore not possible to determine the extent of overlap across data sources, or even across the QPs, which calls into question the accuracy of the estimates for the QPs.

Although there are significant limitations with existing data sources, available data sources can still provide useful information to better understand the needs facing the four QPs. In the development of the Tri-Cities HOME-ARP allocation plan, the Consortium gathered and analyzed data from state and federal sources, such as reports, assessments, datasets, and dashboards, to locate the most current information on the QPs. During the consultation process, the Consortium also asked stakeholders for recommendations on reports and datasets to gather additional resources for the allocation plan. Table 5 outlines the primary quantitative data sources the Consortium used to analyze the needs of each of the QPs.

Table 5: Primary Quantitative Data Sources by QP

HOME-ARP QP	Primary Quantitative Data Source
Individuals experiencing homelessness	• CoC Homeless Management Information System (HMIS) Data (2021) • Housing Inventory Count (HIC) (2019–2021) • Point-in-Time (PIT) count (2018–2022) • Department of Commerce, Snapshot of Homelessness (2020–2022) • Department of Commerce, Washington State Homeless System Performance County Report Card (2021)
Individuals at risk of homelessness	• Comprehensive Housing Affordability Strategy (CHAS) (2014–2019) • McKinney-Vento EDFacts Initiative, Student Homelessness (school year 2019–2020) • National Low Income Housing Coalition, Housing Needs by County (2022) • Eastern Washington University, Overview of Housing for Homeless and Low-Income Residents (2022)
Persons fleeing/attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking	• Mirror Ministries Data (2021) • Domestic Violence Services of Benton and Franklin Counties (DVSBF) Data and Reports (2021) • CoC HMIS Data (2021) • The National Intimate Partner and Sexual Violence Survey, State Report (2017)

	• Department of Health and Human Services, Community Outcome and Risk Evaluation Report (2022)
Other populations at risk of housing instability and homelessness	• CHAS (2015–2019) • American Community Survey (ACS) (2016–2020) • National Low Income Housing Coalition, Housing Needs by County (2022)

Throughout the rest of the Needs Assessment and Gaps Analysis, each section will specify which data sources the Consortium used to estimate the size, demographic composition, and needs facing each QP as well as discuss specific data limitations to keep in mind while interpreting data for HOME-ARP.

Understanding the QPs in the Tri-Cities

The Tri-Cities area has experienced considerable change over the past few years. The effects of the COVID-19 pandemic, rising inflation, and the increased cost of living have placed pressure on individuals and households across the Tri-Cities. For the HOME-ARP QPs, the past couple of years have exacerbated existing challenges and witnessed the influx of unprecedented government funding. The following sections present the most recent available data on the size and composition of each of the QPs as well as their unmet housing, shelter, and service needs.

Describe the size and demographic composition of the QPs within the PJ's boundaries.

Individuals Experiencing Homelessness

As mentioned previously in this report, the Tri-Cities HOME-ARP jurisdiction is located within the Balance of State CoC. The Washington Balance of State CoC is broken into 34 counties or county regions—like Benton and Franklin Counties—that are delegated the role of operating their local Coordinated Entry (CE) system, coordinating local Point in Time (PIT) counts, and planning local homeless response strategies. The 2021 HMIS data that were analyzed in this report reflects the Benton-Franklin region. Given the misalignment between CoC and HOME PJ boundaries, as well as the fact that HMIS and PIT data do not represent the entire universe of individuals experiencing homelessness, the estimates included in this report are likely undercounts of the true population experiencing homelessness. Additionally, the ability to obtain an accurate estimate of the size, demographics, and outcomes of people experiencing homelessness is further limited as some shelters within the Tri-Cities do not enter their clients' information into HMIS. The HMIS data on individuals experiencing homelessness and fleeing domestic violence are

excluded from the counts in this section and analyzed in the section of the allocation plan for the Persons Fleeing/Attempting to Flee QP per HOME-ARP requirements.

Based on 2021 HMIS data, an estimated 1,159 people from 779 households experienced homelessness in 2021 within Benton and Franklin Counties. Table 6 includes demographic information for individuals experiencing homelessness and compares this information to the prevalence of various subpopulations among the general population of Richland, Kennewick, and Pasco.

Table 6: Demographics of Individuals Experiencing Homelessness in Tri-Cities

	Homeless Population	General Population
Male	579 (50%)	119,857 (50%)
Female	579 (50%)	118,989 (50%)
Trans/non-binary/questioning	1 (less than 1%)	
White, non-Hispanic	606 (52%)	148,084 (62%)
Black/African American/African	75 (7%)	7,583 (3%)
American Indian, Alaskan Native, or Indigenous	11 (1%)	5,563 (2%)
Asian/Asian-American	10 (1%)	10,259 (4%)
Native Hawaiian, or Other Pacific Islander	7 (1%)	1,301 (1%)
Hispanic/Latino	439 (38%)	71,150 (30%)
Under 18	405 (35%)	67,176 (28%)

18-24	125 (11%)	20,704 (9%)
25-64	591 (51%)	118,397 (50%)
65 and older	34 (3%)	32,569 (14%)
Veteran	24 (2%)	14,245 (8%)
Disabling condition	509 (44%)	33,916 (14%)
<i>Of those with a disabling condition:</i>		
Physical disability	258 (51%)	
Chronic health condition	267 (52%)	
Substance use disorder	127 (25%)	
Mental health disorder	300 (59%)	
Developmental disability	125 (25%)	
Unaccompanied youth	106 (9%)	
Chronically homeless ²	155 (13%)	

Data Sources: (1) HMIS Data, 2021; (2) ACS, 5-Year Estimates, 2020

² According to HUD definition, a chronically homeless individual is a homeless individual with a disability who lives in a place not meant for human habitation or resides in Safe Haven, an emergency shelter, or an institutional care facility. The individual must have been living in any of the above-described places either continuously for at least 12 months or on at least four separate occasions within the last three years.

When comparing the demographic information for individuals experiencing homelessness to that of the Tri-Cities' general population, there are significant racial and ethnic disparities among those who are homeless in the Tri-Cities area. If race and ethnicity were not factors in who becomes homeless, then one would expect the share of individuals experiencing homelessness in each race and ethnicity to closely resemble the share of race/ethnicity in the general population. However, those who identify as Black/African American and/or Hispanic/Latino are overrepresented among the homeless population. In 2021, 7 percent of individuals experiencing homelessness were Black/African American despite Black/African American individuals representing only 3 percent of the Tri-Cities' population, and Hispanic/Latino individuals experiencing homelessness represented 38 percent of the homeless population despite accounting for 30 percent of the Tri-Cities population. Youth were also disproportionately represented in the homeless response system at 46 percent compared to 37 percent of the general population. Of the people experiencing homelessness, 106 were unaccompanied youth (heads of household under the age of 25) and 53 (50 percent) of unaccompanied youth identified as Hispanic or Latino. The largest age cohort among the population experiencing homelessness was for adults between the age of 25 and 64, which comprised 50 percent of the population.

HMIS analysis also indicated that approximately 33 percent of individuals experiencing homelessness were a member of a family household as shown in Table 7. It is important to note that CoC data may undercount family households since many homeless families double up with other households during periods of homelessness and will therefore not be included in HMIS. For doubled-up households, data from the US Department of Education on student homelessness can shed light on the number of families living with other households. This data is explored in more detail for the Individuals at Risk of Homelessness QP.

Table 7: Household Size of Households Experiencing Homelessness

Household Size	Number	% Homeless Population
1 person	533	67%
2 people	128	16%
3 people	61	8%
4 people	44	6%
5 or more people	33	4%

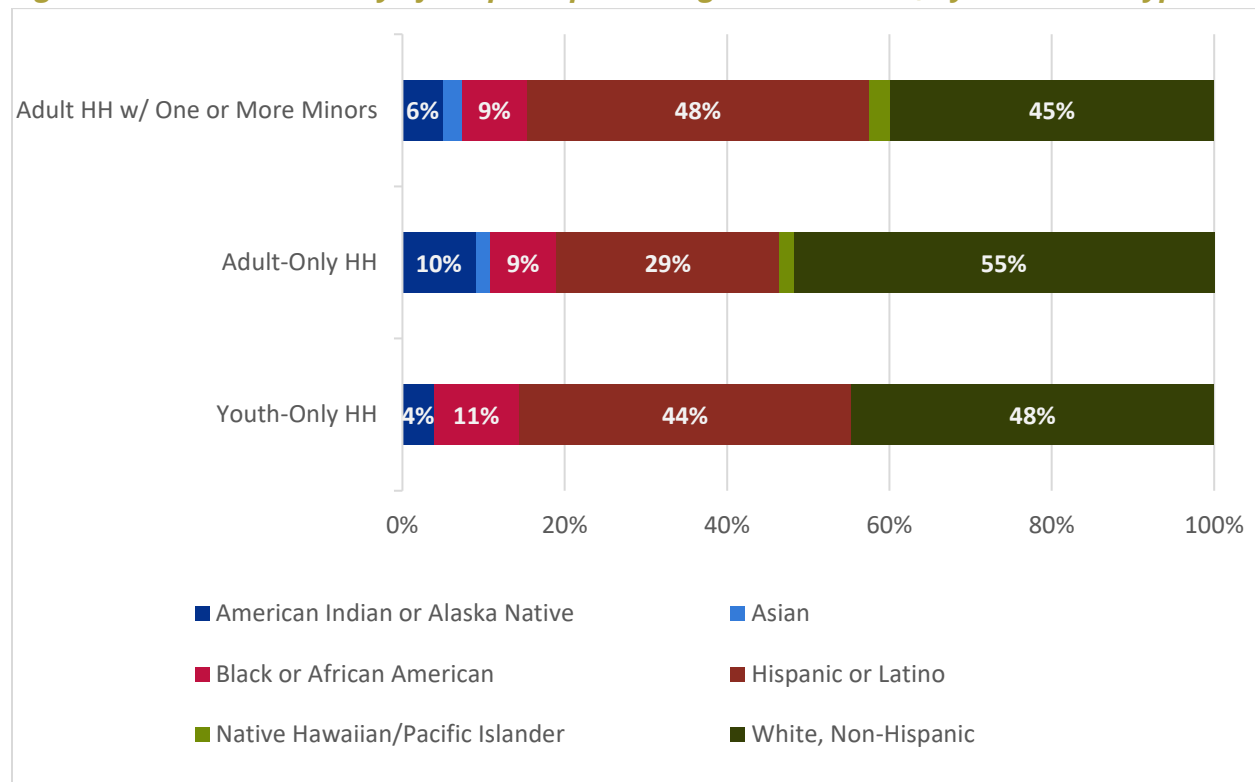
Data source: HMIS Data, 2021

Due to the above-stated limitations of the PIT and HMIS data, the Tri-Cities Consortium has also analyzed integrated data from the Washington Department of Commerce’s Snapshot of Homelessness Reports and homeless response system dashboards. The Snapshot of Homelessness Reports combines client information from several state agency data systems to provide a comprehensive estimate of the homeless and unstably housed population at a county level. The Snapshot report is produced twice a year, for January and July. It is the most comprehensive count of the homeless and unstably housed population. It combines information on housing status from Provider One, the Automated Client Eligibility System, and the HMIS. The definitions of who is considered unstably housed or homeless and the limitations of this source are noted below:

- *Unstably housed:* All clients or households experiencing housing instability (e.g., receiving housing services that indicate housing instability, residing in transitional housing, or couch surfing). This population will be discussed further in the “other” QP size and demographics section.
- *Homeless:* All unsheltered clients/households who are literally homeless (i.e., do not have a fixed nighttime residence, are living outside or in a shelter not fit for human habitation, or are living in emergency shelter).
- *Limitation:* Clients may be counted in more than one category (New, Continuing, Homeless, Homeless or Unstably housed) depending on their situation; race/ethnicity groups are not mutually exclusive, with the exception of White, non-Hispanic.
- *Limitation:* The “Snapshot” is not a homeless census and only counts clients who received public assistance, Medicaid-funded medical care, or housing services. Housing status may be updated infrequently and only when an individual interacts with a relevant service system.

The 2022 data from the Snapshot of Homelessness indicates racial disparities that also exist within household types as shown in Figure 7. A majority of homeless households with minors identify as people of color, with 44 percent specifically identifying as Hispanic or Latino. American Indian or Alaska Natives are disproportionately represented in adult-only households and Black or African American households are disproportionately represented among youth households.

Figure 7: Race and Ethnicity of People Experiencing Homelessness, by Household Type



Data source: Department of Commerce's Snapshot of Homelessness, 2022

People With Disabilities

People with disabling conditions are also disproportionately represented within the homeless response system, comprising 44 percent of people experiencing homelessness, but only 14 percent of the general population in Richland, Kennewick, and Pasco. Further demographics are provided in Table 8 for the 502 people with disabling conditions. It is important to note that:

- 99 percent identified their condition as "long-term."
- 59 percent had a mental health disorder.
- 52 percent had a chronic health condition.
- 51 percent had a physical disability.
- 25 percent had a substance use disorder.
- 25 percent had a developmental disability.

Table 8: Demographic Profile of People With Disabling Conditions in the Tri-Cities

	#	%
Male	260	51%
Female	248	49%
Trans/non-binary/questioning	1	less than 1%
White, non-Hispanic	454	90%
Black/African American/African	26	5%
American Indian, Alaskan Native, or Indigenous	8	2%
Asian/Asian-American	3	1%
Native Hawaiian, or Other Pacific Islander	3	1%
Multi-racial	11	2%
Hispanic/Latino	115	23%
Under 18	56	11%
18–24	52	10%
25–64	369	73%
65 and older	30	6%
Chronically homeless	122	24%
Unaccompanied youth	49	10%

Data source: HMIS Data, 2021

Additionally, people with disabilities report spending more time homeless compared to other people experiencing homelessness without a disabling condition. Of people with a

disabling condition, 41 percent experienced homelessness for a year or more compared to 23 percent of people without a disabling condition.

Table 9: Length of Time Spent Homeless at Intake

Length of Time Homeless	Total (n=432)	People Without a Disabling Condition (n=128)	People With a Disabling Condition (n=304)
Less than 30 days	22%	34%	17%
1–3 months	18%	20%	17%
3–6 months	15%	16%	14%
6 months–1 year	10%	7%	11%
1–2 years	13%	10%	14%
2–4 years	12%	9%	14%
4+ years	11%	4%	13%

Data source: HMIS Data, 2021

Veterans

Another subpopulation among individuals experiencing homelessness is veterans. In 2021, 24 veterans were identified as experiencing homelessness with the following additional demographics:

- 83 percent identified as male.
- 17 percent were over the age of 65.
- 92 percent were White, 4 percent were multiracial, and 4 percent were Native Hawaiian or Pacific Islander.
- 4 percent identified as Hispanic or Latino.
- 13 percent experienced chronic homelessness.
- 71 percent or 17 people had a disabling condition (13 had a physical disability, 12 had a chronic health condition, and five had a mental health disorder).

Trends Over Time

Examination of Benton and Franklin County PIT counts from the past five years indicated the number of sheltered and unsheltered people experiencing homelessness on a single night in January has increased. Between 2018–2019, there was a 31 percent increase in the number of people experiencing homelessness, and although there was a decrease in 2020,

the 2022 PIT count indicated that there were more people experiencing homelessness in 2022 than in the past five years.

Table 10: PIT Counts in Benton-Franklin, 2018–2022*

Count				
	2018	2019	2020	2022
# of Persons	163	214	190	215
# of Households	118	141	127	127

* Due to limitations imposed by the COVID-19 pandemic, the 2021 PIT count did not include an unsheltered count and was omitted from this table.

Data source: Washington Department of Commerce, PIT Results

Numbers from the Snapshot of Homelessness also indicate that homelessness has also increased over the past three years within Benton and Franklin counties with an estimated 3,622 people experiencing homelessness in January 2022. This is a 14 percent increase between 2020 to 2022. While homelessness has decreased among household types for those aged 18–24, every other household demographic has seen an increase in the number of people experiencing homelessness:

- Under-18 households have seen an 84 percent increase.
- Adult households without minors, the largest demographic, have seen an 18 percent increase.
- Single-parent households have seen a 17 percent increase.
- Two-parent households have seen a 37 percent increase.

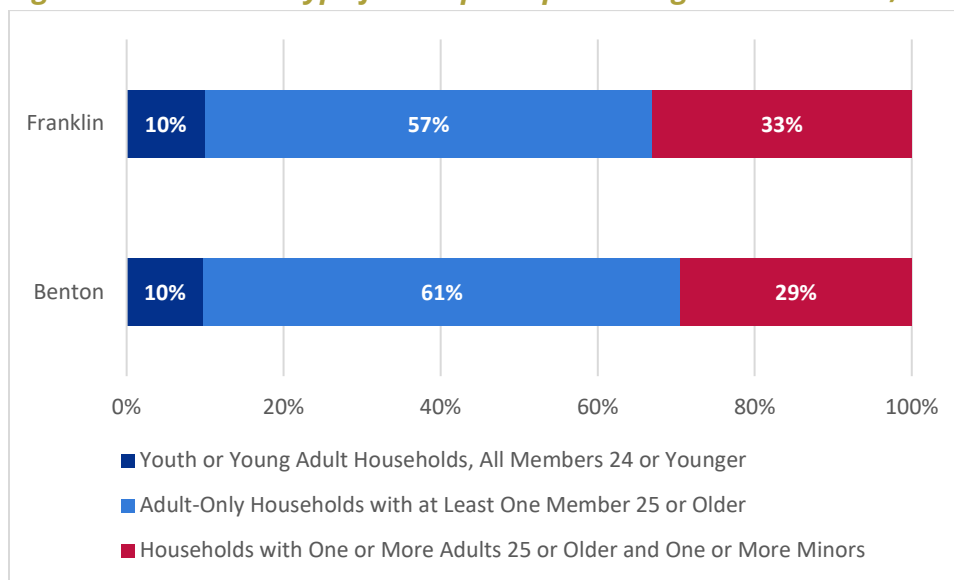
Table 11: New and Continuing Homeless Persons by Household Type, 2020–2022

	2020	2021	2022
Total	3174	3381	3622
Under 18	13	16	24
18–24	429	410	329
Adults w/o Minors	1824	2019	2145
Single Parents w/ Minors	628	630	737
Two Parents w/ Minors	277	304	379

Data source: Department of Commerce, Snapshot of Homelessness

In addition, there are similar rates of homelessness among household types within the Snapshot compared to HMIS data, with 10 percent being youth-only households, about 60 percent being adult-only households, and 30 percent having a combination of both adults and minors. Figure 8 shows the slight variation in these rates by county.

Figure 8: Household Type for People Experiencing Homelessness, 2022



Data source: Department of Commerce, Snapshot of Homelessness

Individuals at Risk of Homelessness

To estimate the size and demographic composition of individuals at risk of homelessness, the Consortium gathered and analyzed the 2015–2019 five-year estimates for the Comprehensive Housing Affordability Strategy (CHAS) data for the cities of Kennewick, Pasco, and Richland. CHAS data includes information on the types of housing problems and needs facing households at different income levels in a geographic area. For the HOME-ARP allocation plan, data from CHAS aligns with parts of the HOME-ARP definition for individuals at risk of experiencing homelessness. Specifically, CHAS data includes information on the size and demographic composition of households earning less than 30 percent of the area median income (AMI) who are experiencing one or more of the four severe housing problems captured in CHAS data. The four severe housing problems include:

- Housing units lacking complete kitchen facilities.
- Housing units lacking complete plumbing facilities.
- Households that are severely overcrowded (defined as having more than 1.5 people per room).
- Households that are severely cost burdened (defined as spending over 50 percent of monthly income on housing costs).

Households earning less than 30 percent AMI, also referred to as extremely low-income (ELI) households, have an increased risk of homelessness, which is further compounded for households experiencing one or more of the four severe housing problems.

Table 12 provides an overview of the income distribution for the population within the Tri-Cities. About 32 percent of households are renters, and 40 percent of renters have an income less than 50 percent HUD Area Median Family Income (HAMFI) compared to 13 percent of owners. Additionally, 9 percent of all owners and 29 percent of all renters experienced a severe housing problem. Of the renters who experienced severe housing problems, 52 percent (3,910) had an income less than 30 percent AML.

Table 12: Income Distributions for Households in the Tri-Cities

Income Distribution	Owners		Renters	
	#	%	#	%
Household Income $\leq$ 30% HUD-Adjusted Median Family Income (HAMFI)	3,295	6%	5,740	22%
Household Income > 30% to $\leq$ 50% HAMFI	3,905	7%	5,540	21%
Household Income > 50% to $\leq$ 80% HAMFI	8,010	14%	5,950	23%
Household Income > 80% to $\leq$ 100% HAMFI	5,735	10%	2,700	10%
Household Income > 100% HAMFI	34,750	62%	6,455	24%
Total	55,700	100%	26,385	100%

Data source: CHAS Data, 2019

In the Tri-Cities, 2019 CHAS data indicates that there were 9,035 ELI households across the area. Of these households, a majority of households rented their place of residence where 5,740 (64 percent) were renters and 3,295 (36 percent) were owners. Table 13 includes a breakdown of renter households earning less than 30 percent AMI by race/ethnicity. For CHAS data, the race and ethnicity of the household is determined by the race and ethnicity of the head of the household who provided data on behalf of the household.

Table 13: Race and Ethnicity of Extremely Low-Income Renters Who Experience Severe Housing Problems

Demographic	#	%
White alone, non-Hispanic	1940	50%
Black or African-American alone, non-Hispanic	35	1%
Asian alone, non-Hispanic	40	1%
American Indian or Alaska Native alone, non-Hispanic	25	1%
Pacific Islander alone, non-Hispanic	0	0%
Hispanic, any race	1670	43%

Data source: CHAS Data, 2019

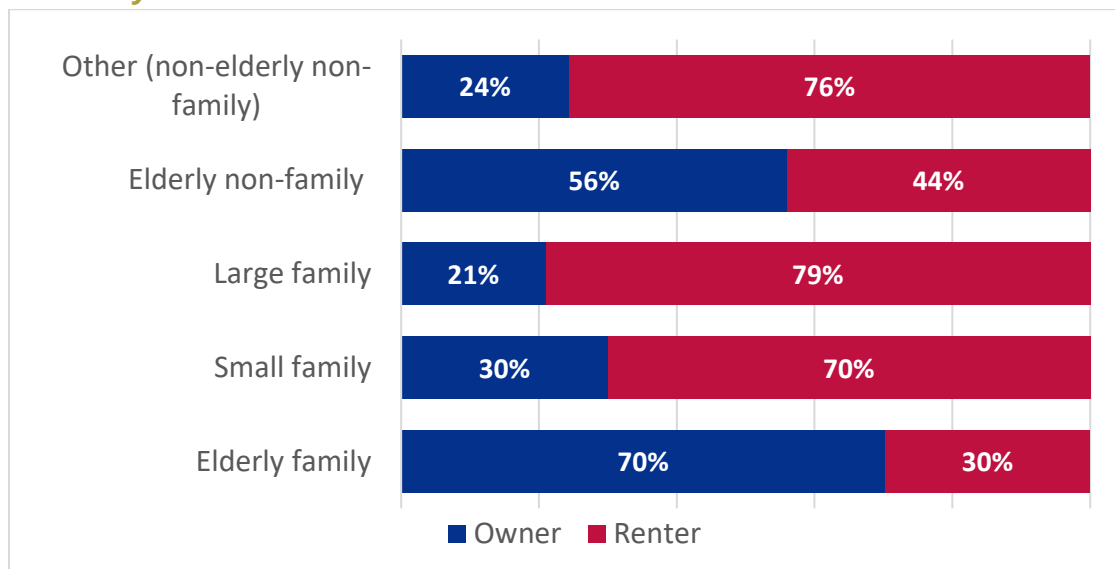
Among all ELI households, 5,930 or 66 percent experienced one or more of the four severe housing problems. The most common severe housing problem faced by this population was severe housing cost burden, with 5,015 households spending over half of their income on housing costs. There were also 310 ELI households that had more than 1.5 persons per room; 71 percent of households were renters.

CHAS data from 2019 also indicates that among ELI, severely cost-burdened households, the three most common household types were small family, elderly/non-family, and other households. Families are defined as related individuals living together in the same household. CHAS data include the following household types:

- Small families: two- to four-person households.
- Large families: five or more people.
- Elderly families: two people, with either or both aged 62 and over.
- Elderly non-family: unrelated individuals over age 62.
- Other (non-elderly, non-family): could include unrelated individuals living together, or people living alone, who are under age 62.

In 2019, there were 2,165 ELI and severely cost-burdened small family households, 1,455 other households, 910 elderly non-family households, 690 large-family households, and 370 elderly family households. While most household-types were majority renters, 56 percent of elderly non-family households and 70 percent of elderly family households owned their place of residence. Figure 9 shows the proportion of renter to owner households for the remaining household types.

Figure 9: Household Types of Extremely Low-Income Households With Severe Housing Cost Burden by Tenure



Data source: CHAS Data, 2019

Student Homelessness

In addition to analyzing CHAS data, the Consortium collected data from the U.S. Department of Education on student homelessness for school year 2019–2020 for enrolled students in pre-K through grade 12. Data from the EDFacts Initiative includes information collected by local educational agencies on the number of enrolled students experiencing homelessness and provides insight into households with enrolled students who may not meet the HOME-ARP QP definition of “homeless,” but meet the definition for individuals at risk of homelessness. Specifically, EDFacts data define homeless persons as individuals lacking a fixed, regular, and adequate nighttime residence and include the following:

- Children and youth who are sharing housing with others due to loss of housing, an economic hardship, or similar reason; are living in motels, hotels, trailer parks, or camping grounds because they lack alternative accommodations; are living in emergency or transitional shelters; or were abandoned in hospitals.
- Children and youth whose primary nighttime residence is a public or private place not meant for human habitation.
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
- Migratory children who qualify as homeless because the children are living in the circumstances described above ([EDFacts Data Documentation](#)).

Although EDFacts data provide useful information to estimate the number of enrolled students experiencing homelessness, it is important to note several factors that have likely influenced the accuracy of the data. To comply with federal laws to protect the privacy of

student education records, data elements in the EDFacts data are suppressed if the count of students is between zero and two. This is to prevent data users from identifying students using demographic information when counts are low and suggests that counts may under-represent the true extent of student homelessness. Another factor influencing data collection on student homelessness was the COVID-19 pandemic. The 2019–2020 school year witnessed the beginning of the pandemic and the transition to online learning for many across the country. For students experiencing homelessness, the shift to online learning may have prevented some students from staying connected to their schools. At the same time, the pandemic also led to new sources of federal funding including resources to help schools identify and assist homeless students. This likely contributed to a reduction in the number of homeless students during the school year. It is unclear the full extent to which these factors have impacted the accuracy of the EDFacts data for the 2019–2020 school year.

Table 14 summarizes the EDFacts data on the race and ethnicity of 873 enrolled students in the Tri-Cities during the 2019–2020 school year who are classified as homeless where a majority (56 percent) of students identified as Hispanic or Latino.

Table 14: Race/Ethnicity of Homeless Enrolled Students and Total Enrolled Students in Tri-Cities, School Year 2019–2020

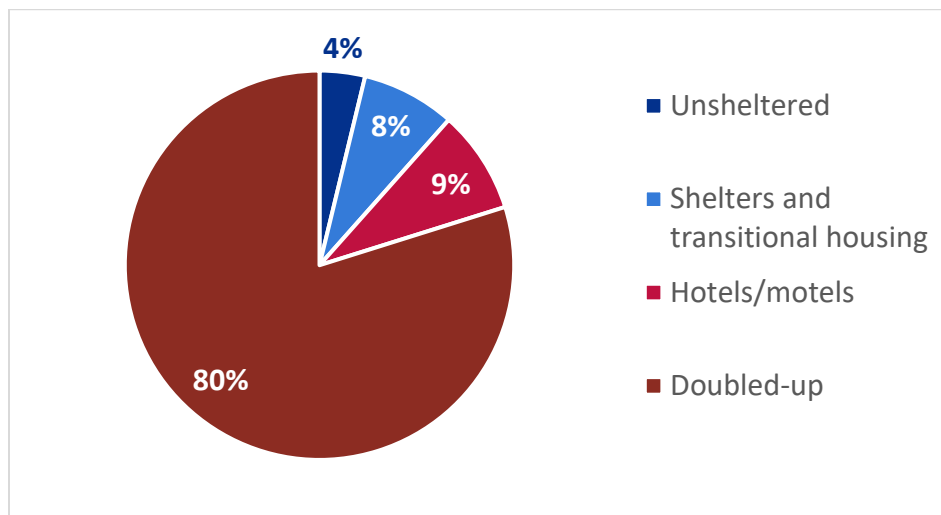
Enrolled Student Race/Ethnicity	Kennewick	Pasco	Richland
	# Homeless Students	# Homeless Students	# Homeless Students
White	125	39	141
American Indian or Alaska Native	-	-	3
Black or African American	17	10	9
Two or more races	15	7	8
Native Hawaiian or Other Pacific Islander	7	-	-
Hispanic/Latino*	217	191	78
Total	384	250	239

**Data from ED Facts classifies Hispanic/Latino as a race category, unlike CHAS data which considers Hispanic as an ethnicity that is a distinct category from race groups.*

Data source: ED Facts Initiative, school year 2019–2020

Figure 10 provides additional information on the places of nighttime residence. The Pasco school district has the highest rate of unsheltered students at 6 percent, compared to 5 percent in Richland and 1 percent in Kennewick. Richland has the highest rate of students who reside in shelters, TH, or hotels/motels at 22 percent, compared to 14–15 percent in Pasco and Kennewick. Kennewick has the highest rate of doubled-up students at 85 percent, compared to 79 percent in Pasco, and 73 percent in Richland.

Figure 10: Place of Residence for Homeless Enrolled Students in the Tri-Cities, School Year 2019–2020



Data source: EDFacts Initiative, school year 2019–2020

Differences in the percentage of nighttime residence across school districts may reflect the proximity, availability, and access to various programs, shelters, and resources in the community. While it is not possible to determine the unmet need for shelter and housing programs of student households using the EDFacts data alone, this data is useful for understanding where students experiencing homelessness reside at night.

EDFacts data also provides information on various subgroups of students experiencing homelessness. During the 2019–2020 school year, among students experiencing homelessness, 128 (15 percent) were children with a disability, 153 (18 percent) were unaccompanied youth, 229 (26 percent) had limited English proficiency, and 104 (12 percent) were migratory children. Migratory children are defined as children under the age of 21 who move with or move to join a parent or spouse who is a migratory agricultural worker or migratory fisher. These subgroups are not mutually exclusive and the EDFacts data do not provide information on the overlap between subgroups. Twenty-two percent of homeless students are unaccompanied youth in Kennewick and another 28 percent having limited English proficiency. Pasco has the highest rate of limited English proficiency between the three school districts at 38 percent.

Persons Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

To estimate the size and demographic composition of persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking, the Consortium gathered and analyzed data from several sources, as there is no single existing data source that aligns with all components of this QP definition. Local data included within

this estimate was provided upon request from Mirror Ministries, an organization that serves survivors of sex trafficking, and Domestic Violence Services of Benton and Franklin Counties (DVSBF), an organization that provides shelter, advocacy, and support services to survivors. Other quantitative data used to estimate the size, demographics, and needs of this QP include county-level Centers for Disease Control and Prevention data and data from the Washington Department of Social and Health Services.

As with other data sources used for the HOME-ARP allocation plan, it is not possible to deduplicate across multiple sources to estimate the number of unique individuals in a QP. In addition, data on individuals experiencing domestic violence, sexual assault, dating violence, stalking, and human trafficking is notoriously difficult to locate. There is a multitude of reasons for this. Individuals who experience these types of traumas may not report incidents to law enforcement or other reporting agencies for fear of retaliation from perpetrators, not being believed, being shamed, or other potential repercussions. In other cases, individuals, advocates, and service providers may take intentional steps to limit publicly available information on individuals who have experienced such trauma to protect their privacy. These data limitations imply that estimates likely represent a fraction of the true population experiencing domestic violence, sexual assault, dating violence, stalking, and human trafficking across the Tri-Cities. For the HOME-ARP allocation plan, the Consortium, therefore, pieced together various data sources to best estimate the size and demographic composition of individuals in this group.

Domestic Violence, Dating Violence, Sexual Assault, Stalking Survivors

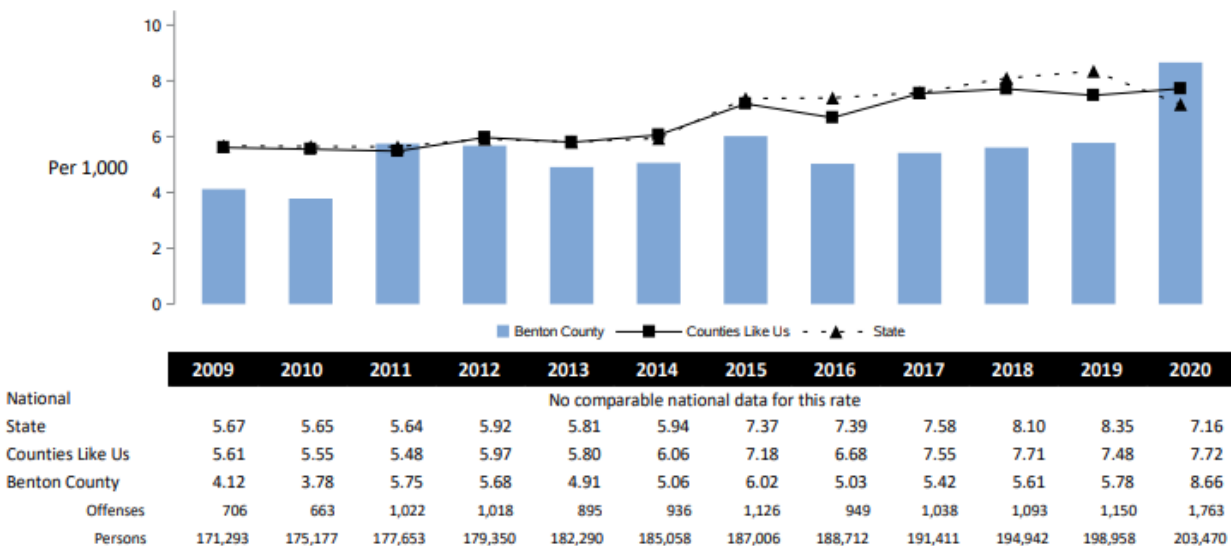
The Centers for Disease Control and Prevention's State Report on the [National Intimate Partner and Sexual Violence Survey](#) estimated that 9 percent of Washington women and 5 percent of Washington men experience intimate partner physical violence, intimate partner rape, and/or intimate partner stalking in a 12-month period. This equates to an estimated 10,710 women and 5,993 men living in the Tri-Cities, based on the 2020 ACS 5-Year Estimate. An estimated 15 percent of women and 19 percent of men in Washington have experienced any psychological aggression by an intimate partner, which equates to an estimate 17,849 women and 22,773 men living in the Tri-Cities. Additionally, a 2016 Washington Health State Department Report concluded that women living in low-income households are at heightened risk of domestic violence.³

The Washington Department of Social and Health Services also provides county-level data on domestic violence-related offenses per 1,000 persons in their Community Risk Profile as shown in Figures 11 and 12 where offenses are incidences that are reported to the police.

³ <https://doh.wa.gov/sites/default/files/legacy/Documents/1500/IV-DV2016-DU.pdf?uid=6389201f6c4aa>

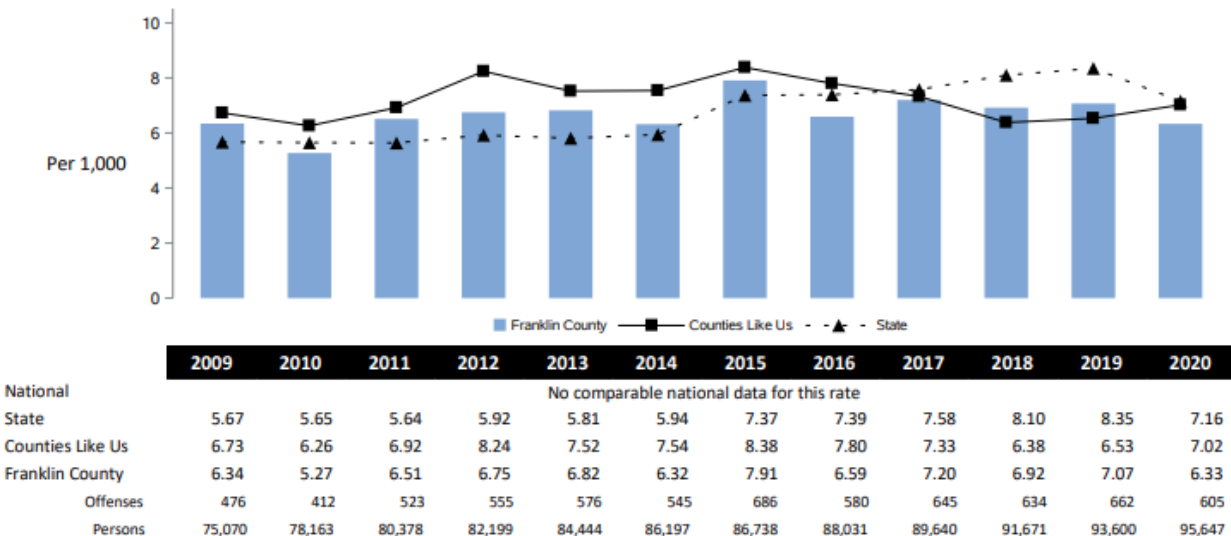
Domestic violence includes any violence of one family member against another family member. Family can include spouses, former spouses, parents who have children in common regardless of marital status, adults who live in the same household, as well as parents and their children. Benton County saw a sharp increase in offenses in 2020, where the rate of offenses was more than the state average, while the rates in Franklin County have minor fluctuations over time but have remained relatively similar around 6 per 1000.

Figure 11: Benton County Domestic Violence-Related Offenses, 2009–2020



Data source: Washington Department of Social and Health Services, Community Risk Profiles 2021

Figure 12: Franklin County Domestic Violence-Related Offenses, 2009–2020



Data source: Washington Department of Social and Health Services, Community Risk Profiles 2021

Data provided by the HMIS and the DVSBF indicated that there were 1,795 people who were currently fleeing or survivors of domestic violence that accessed shelter services during 2021 (122 people were survivors but not currently fleeing). The demographics of those fleeing from domestic violence are provided in Table 15. An overwhelming majority of survivors identify as female and are between 25 and 59 years of age. Additionally, a disproportionate majority (51 percent) of survivors identified as Hispanic or Latino.

Table 15: Demographic Information of DVSBF and HMIS Clients, 2021

	#	%
Male	157	9%
Female	1632	91%
Other	4	less than 1%
White	950	56%
Black/African American/African	34	2%
American Indian, Alaskan Native, or Indigenous	27	2%
Asian/Asian-American	25	1%
Native Hawaiian, or Other Pacific Islander	12	1%
Multi-racial	62	4%
Other	410	24%
Hispanic/Latino*	913	51%
Under 18	12	1%
18-24	185	10%
25-59	1540	86%

60+	58	3%
Disabling condition	330	18%
<i>of those with a disabling condition:</i>		
Physical/sensory disability	72	22%
Mental disability	99	30%
Multiple disabling conditions	142	43%
Other disabling condition	17	5%

Data source: (1) HMIS; (2) DVSBF

DVSBF also served 1,062 people through their emergency shelter program; 293 had a residential stay and another 699 non-residential clients were served with an average length of stay in the shelter being 29 days. The racial and ethnic demographics of clients were similar to Table 15 above. However, the age of clients served through emergency shelter skews younger, with 282 (27 percent) people fleeing domestic violence younger than 25 years of age and 172 (16 percent) being younger than 18 years of age.

Furthermore, DVSBF received over 5,411 calls to their domestic violence hotline (2,979 specifically to the emergency shelter), with 3,208 coming from Benton County, and 1,213 coming from Franklin County. Of these, 107 were for crisis intervention, 393 were for information or referrals, and 4,911 were for inquiries for both services.

Human Trafficking Survivors

Mirror Ministries offers a wide range of programs and services to meet the needs of survivors of sex trafficking. In 2021, they assisted 218 survivors; of which, 94 came from Benton County, 40 came from Franklin County, and an additional 69 came from unknown locations (that are included within this analysis). Of the 203 survivors for whom data was available, 33 were new intakes during 2021. The demographics of clients are provided in Table 16. Most clients were women and a majority (55 percent) of clients were under the age of 25. While the rates of people with a disabling condition match that of the general population, it is important to note that 81 percent of survivors with a disabling condition have a substance use disorder.

Table 16: Demographics of Human Trafficking Survivors

	#	%
Male	11	5%
Female	192	95%
White	108	53%
Black/African American/African	12	6%
American Indian, Alaskan Native, or Indigenous	12	6%
Asian/Asian-American	1	1%
Native Hawaiian, or Other Pacific Islander	1	1%
Multi-racial	11	5%
Other	58	29%
Hispanic/Latino	66	33%
Under 18	79	39%
18-24	32	16%
25-64	92	45%
Disabling condition	32	16%

<i>of those with a disabling condition:</i>		
Physical disability	21	34%
Mental disability	25	78%
Substance use disability	26	81%
Other disabling condition	1	3%
Clients with children	22	11%

Data source: Mirror Ministries, 2021

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability

The fourth HOME-ARP QP is for “other populations” for whom providing supportive services or assistance would prevent homelessness or would serve those with the greatest risk of housing instability. To estimate the size and demographic composition of this QP, the Consortium analyzed several data sources, including 2019 Comprehensive Housing Affordability Strategy (CHAS) data on households earning between 30–50 percent AMI who are experiencing one or more of the four severe housing problems captured in the data.

Very Low-Income Households With One or More Severe Housing Problems

Households earning between 30–50 percent AMI, also referred to as very low-income (VLI) households, are at risk of homelessness particularly if they are experiencing one or more of the four severe housing problems.

In the Tri-Cities, 2019 CHAS data indicates that there were 9,445 VLI households across the area and 26 percent of all renters who experienced a severe housing problem were identified as having VLI. A majority of households rented their place of residence; 5,540 (58 percent) were renters and 3,905 (42 percent) were homeowners. Of all VLI households, 3,390 or 36 percent experienced one or more of the four severe housing problems. The most common severe housing problem faced by this population was severe housing cost burden with 2,100 households spending over half of their income on housing costs. Of VLI households, 365 were in overcrowded housing (more than 1.5 persons per room), and 60 percent of households were renters.

Table 17 includes a breakdown of renter households earning between 30–50 percent AMI by race/ethnicity. For CHAS data, the race/ethnicity of the household is determined by the race/ethnicity of the head of the household who provided data on behalf of the household.

Table 17: Race/Ethnicity of Very Low-Income Renters Who Experience Severe Housing Problems

Demographics	#	%
White alone, non-Hispanic	1145	53%
Black or African-American alone, non-Hispanic	110	5%
Asian alone, non-Hispanic	80	4%
American Indian or Alaska Native alone, non-Hispanic	24	1%
Pacific Islander alone, non-Hispanic	0	0%
Hispanic, any race	755	35%

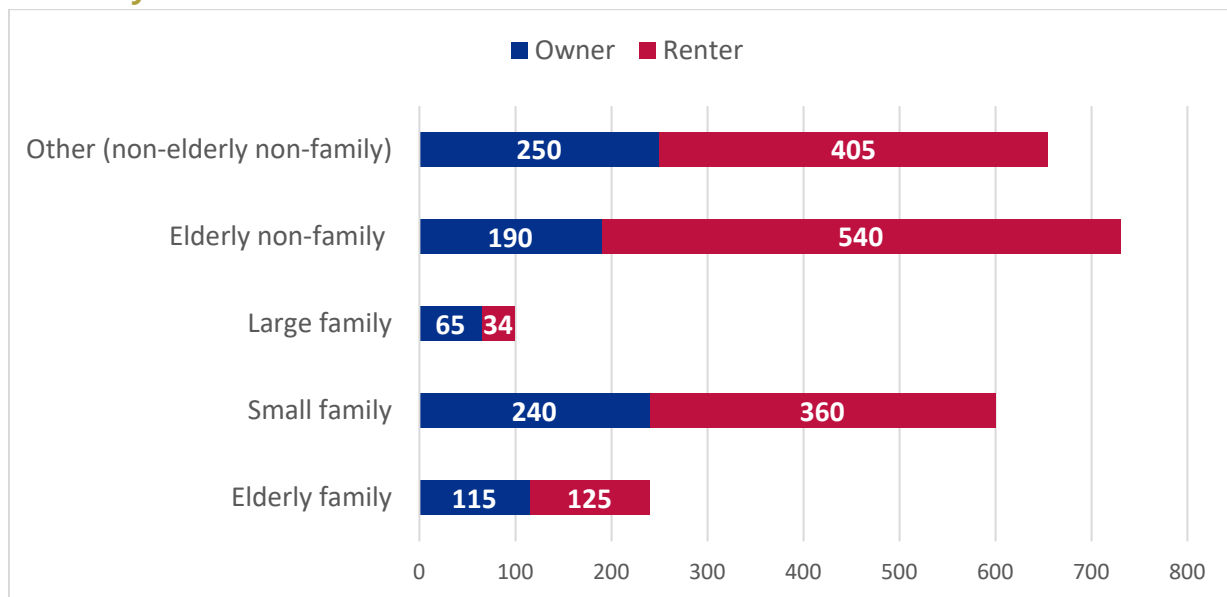
Data source: CHAS Data, 2019

CHAS data from 2019 also indicates that among VLI severely cost-burdened households, the three most common household types were elderly non-family, other households, and small family. Figure 13 provides a breakdown of household types included in the CHAS data. Families are defined as related individuals living together in the same household. CHAS data include the following household types:

- Small families: two- to four-person households.
- Large families: five or more people.
- Elderly families: two people, with either or both aged 62 and over.
- Elderly non-family: unrelated individuals, over age 62.
- Other (non-elderly, non-family): could include unrelated individuals living together, or people living alone, who are under age 62.

In 2019, there were 730 VLI and severely cost-burdened elderly/non-family households that were largely renters (74 percent). There were 655 VLI other households that were predominantly renters (62 percent) and 590 small families that were majority renters (59 percent).

Figure 13: Household Types of Very Low-Income Households With Severe Housing Cost Burden by Tenure



Data source: CHAS Data, 2019

Unstably Housed Persons

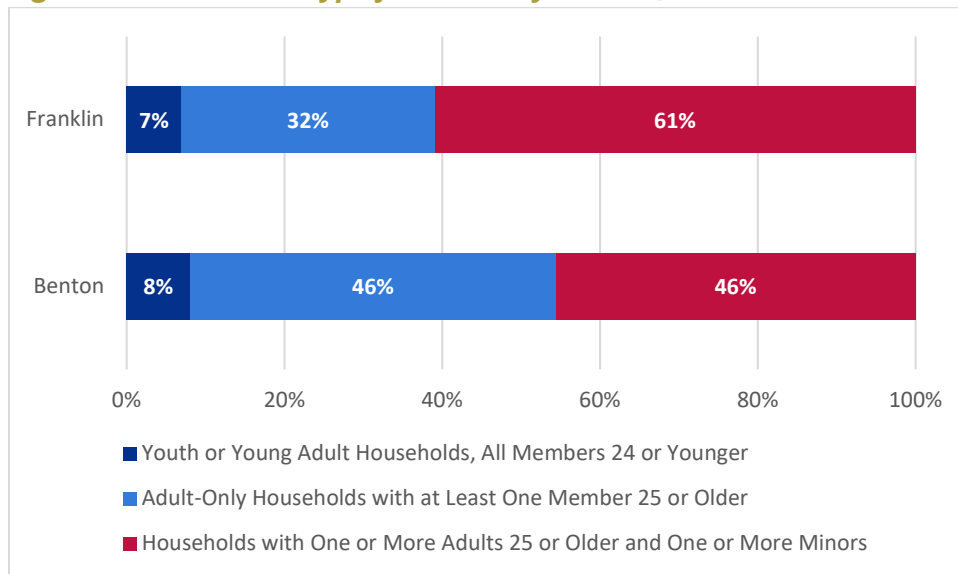
The Department of Commerce's Snapshot of Homelessness defines unstably housed as all clients or households experiencing housing instability (e.g., receiving housing services that indicate housing instability, residing in transitional housing, or couch surfing). An estimated 1,013 persons were identified as unstably housed in January 2022 through the use of integrated data. Since 2020, the number of persons experiencing housing instability has declined by 16 percent. However, this 16 percent decrease in unstably housed persons was accompanied by a 14 percent increase in people who are experiencing homelessness. This may indicate that some of these unstably housed persons became homeless during this period. Table 18 provides year-over-year trends in unstably housed persons by household affiliation and Figure 14 shows the rates of unstably housed household types by county. Franklin County, in particular, has an increased rate of households for adults with minors (61 percent) when compared to Benton County (46 percent).

Table 18: New and Continuing Unstably Housed Persons by Household Type, 2020–2022

	2020	2021	2022
<i>Total</i>	1208	1142	1013
<i>Under 18</i>	5	1	1
<i>18–24</i>	66	72	74
<i>Adults w/o Minors</i>	464	464	404
<i>Single Parents w/ Minors</i>	393	340	365
<i>Two Parents w/ Minors</i>	274	252	167

Data source: Department of Commerce, Snapshot of Homelessness

Figure 14: Household Type for Unstably Housed, 2022



Data source: Department of Commerce, Snapshot of Homelessness

Identify and consider the current resources available to assist QPs, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional)

Homeless Response System Resources

Homeless prevention, Rapid Re-Housing, and emergency shelter are the three most utilized programs for people experiencing homelessness, making up 96 percent of household entries in 2021 at 32 percent each (see Table 19 for the breakdown between counties). Households entered Permanent Supportive Housing programs 2 percent of the time and Transitional Housing projects another 2 percent.

Table 19: Household Entries by Project Type, 2021

Household Entries by Project Type 2021			
Project Type	Benton	Franklin	Total
Homeless prevention	220	49	269
Emergency shelter	259	5	264
Transitional Housing	14	0	14
Rapid Re-Housing	213	50	263
Permanent Supportive Housing	17	1	18
Total	723	105	828

Data source: Washington State Homeless System Performance County Report Card, 2021

Table 20 reflects the capacity of each type of housing intervention, and the most units and beds are being dedicated towards rapid re-housing and emergency shelter. Based on the

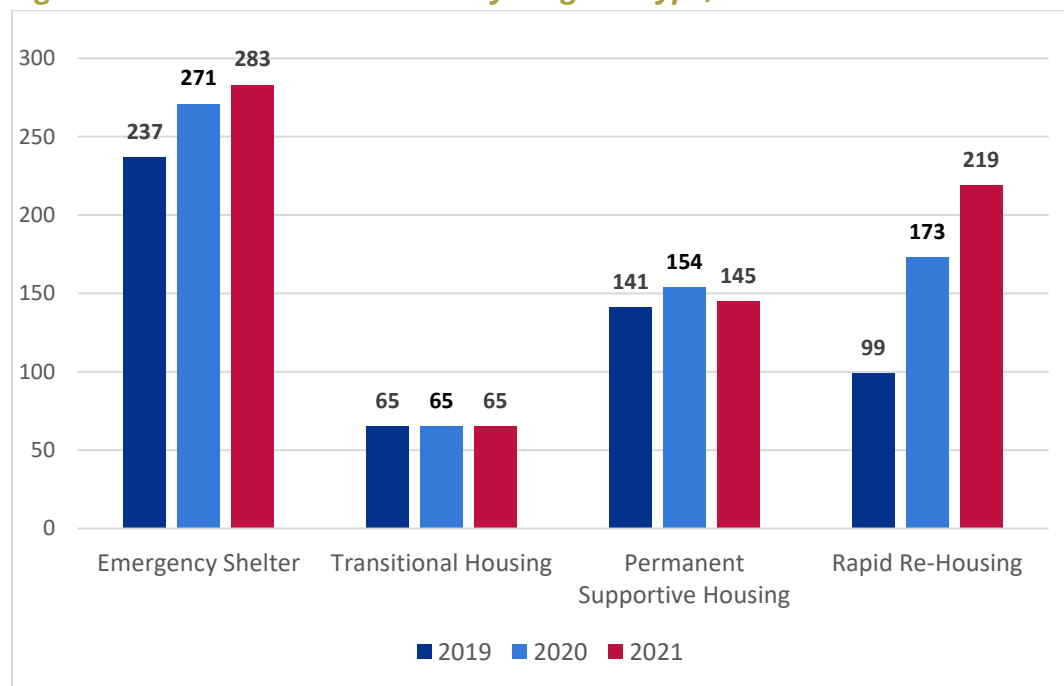
2021 Housing Inventory Count (HIC), there were a total of 316 emergency shelter beds and 223 rapid-rehousing beds to house people experiencing homelessness. Rapid re-housing is intended to connect families and individuals to permanent affordable housing supported by case management, targeted supportive services, and rental subsidies. “Permanent supportive housing” provides permanent affordable housing (typically with deeper affordability levels than rapid re-housing) and supportive services to individuals and families who have disabling conditions. Figure 20 reflects the trends in the housing inventory for people experiencing homelessness. Over the past three years, the inventory of beds has increased for emergency shelter and rapid rehousing. However, rapid rehousing has increased at a swift rate compared to emergency shelter, while the inventory of permanent supportive housing has fluctuated.

Table 20: Homeless Response System Housing Inventory, 2021*

Current Housing Inventory						
	Family		Adults Only		Vets	Victims of DV
	# of Beds	# of Units	# of Beds	# of Units	# of Beds	# of Beds
Emergency shelter	70	19	199	#	0	47
Transitional Housing	43	12	22	#	10	12
Permanent Supportive Housing	11	11	128	#	0	#
Rapid Re-Housing	100	31	119	#	6	4

***Data Source:** The Tri-Cities Consortium is a part of the larger Washington Balance of State. However, the Consortium was unable to obtain local PIT and HIC data and had to rely on publicly available data through the Washington Department of Commerce and on HUD Exchange. This information did not include the number of adult-only units.

Figure 15: Total Year-Round Beds by Program Type, 2019–2021



Data source: HIC by State, 2019–2021

The Department of Commerce’s Washington State Homeless System Performance County Report Card provides data on exit rates to permanent housing and returns to homelessness. Permanent housing destinations include housing through rapid-rehousing or permanent supportive housing programs, or when client self-resolves, which can include staying with family/friends permanently and securing a rental unit with or without subsidy assistance. Looking at the outcomes of people experiencing homelessness in 2021, 58 percent of exits within emergency shelter were to permanent housing. There was an 80 percent permanent destination exit rate for transitional housing, with a 75 percent exit rate within Benton County and a 68 percent exit rate within Franklin County for rapid re-housing programs. This analysis is limited in scope as the County Report Card utilizes HMIS data and one of the largest emergency shelters within the Tri-Cities does not enter data into HMIS.

Tri-Cities Housing Inventory

According to 2020 ACS data, 56,975 units (or 68 percent) are owner-occupied with the average household size being around 3 people. Rental units account for 32 percent of the housing inventory at 26,478 units within the Tri-Cities area where the average household size ranges from two to three people. Table 21 shows the residential properties by the number of units.

Table 21: Residential Properties by Number of Units

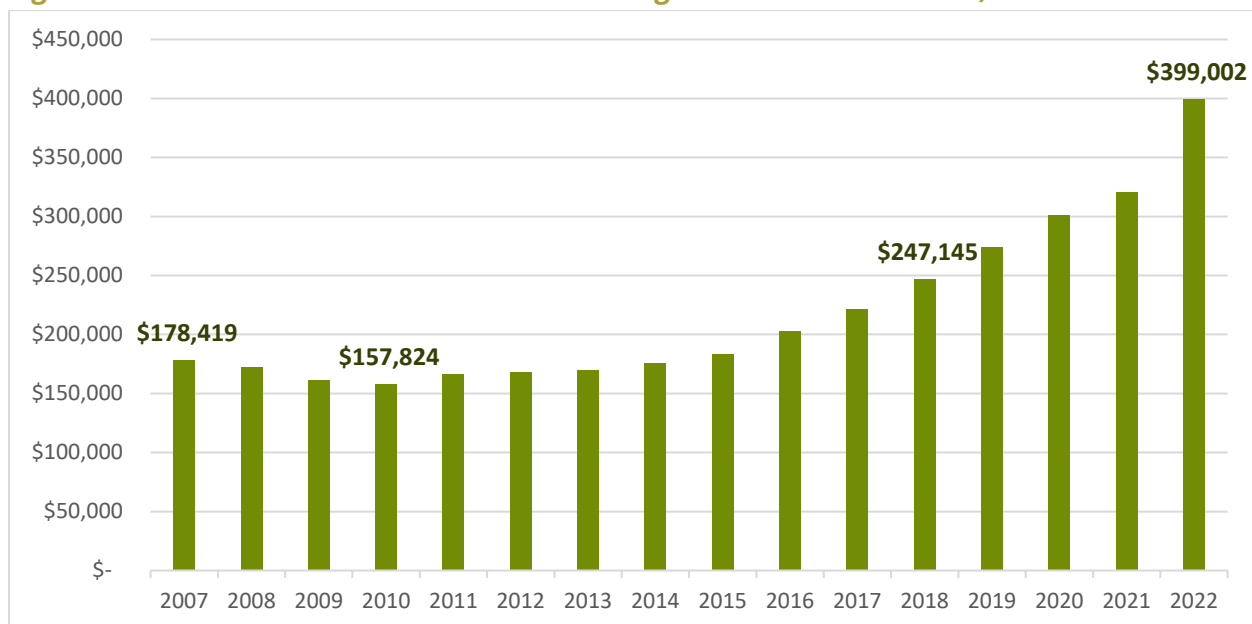
Property Type	Number	%
1-unit detached structure	57,246	65%
1-unit, attached structure	3,495	4%
2-4 units	5,808	7%
5-9 units	4,263	5%
10 or more units	10,892	12%
Mobile Home	6,197	7%
Boat, RV, van, etc.	340	Less than 1%

Data source: ACS, 5-Year Estimates (2020)

However, within the past five years, average home values have increased 61 percent in Benton and Franklin Counties going from \$247,145 in 2018 to \$399,002 in 2022.⁴ Figure 16 provides an annual overview of the increases in average annual home values within Benton and Franklin Counties since 2007.

⁴ The Zillow Home Value Index is a smoothed, seasonally adjusted measure of the typical home value and market changes across a given region and housing type. It reflects the typical value for homes in the 35th to 65th percentile range.

Figure 16: Benton and Franklin Counties' Average Annual Home Values, 2007–2022

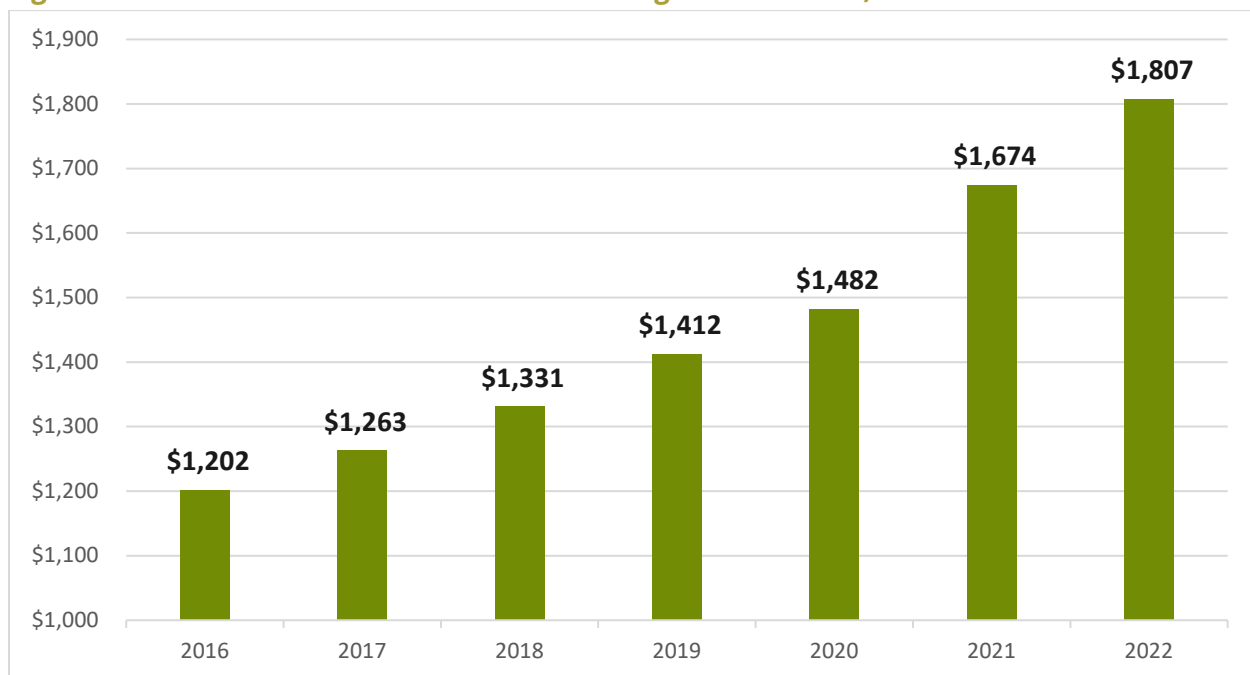


Data source: Zillow Home Value Index

The increase in home prices has resulted in housing becoming less affordable for first-time homebuyers and more households remaining renters for longer periods of time. Rent prices have similarly increased by 50 percent in Benton and Franklin counties within the past five years according to 2022 Zillow Data (see Figure 17); going from \$1,202 in 2016 to \$1,807 in 2022.⁵ Between 2020 and 2022 alone, the Tri-Cities saw a 22 percent increase in rent.

⁵ The Zillow Observed Rent Index is a smoothed measure of the typical observed market rate rent across a given region; it is a repeat-rent index that is weighted to the rental housing stock to ensure representativeness across the entire market, not just those homes currently listed for rent. The index is dollar-denominated by computing the mean of listed rents that fall into the 40th to 60th percentile range for all homes and apartments in a given region, which is once again weighted to reflect the rental housing stock. Details are available in the [Zillow Observed Rent Index methodology](#).

Figure 17: Benton and Franklin Counties' Average Annual Rent, 2016–2022



Data source: Zillow Observed Rent Index

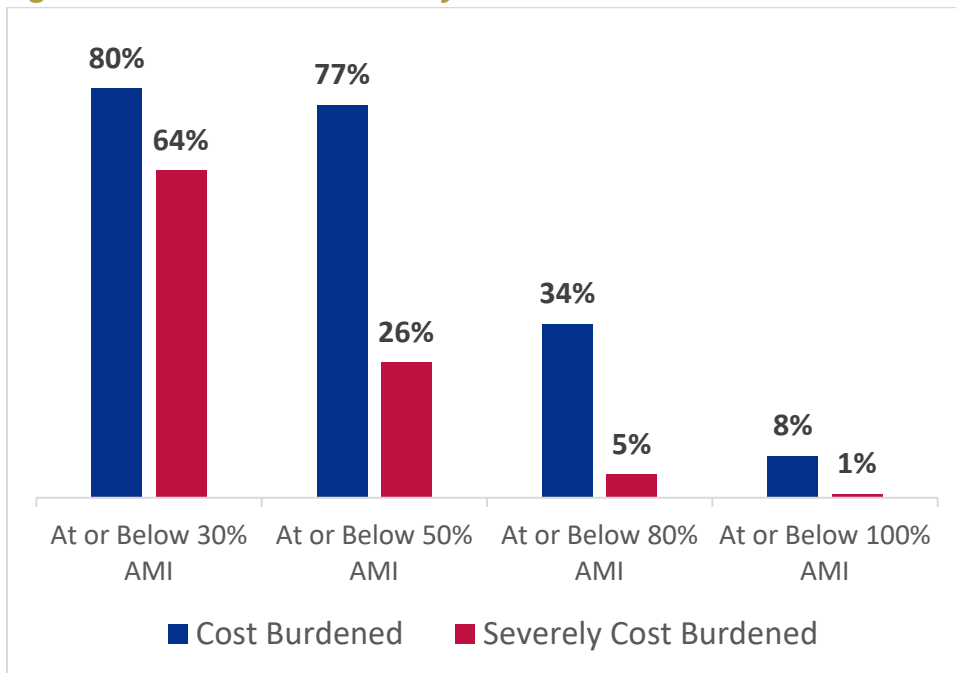
Unfortunately, median income has not kept pace with increases in housing prices, as shown in Table 23. Within the past five years, the median income for homeowners has increased 13 percent in Richland-Kennewick and 21 percent in Pasco. The median income for renters has increased 25 percent in Richland-Kennewick and 10 percent in Pasco. Since incomes have not increased at the same rate as housing, an increasing share of the population has started paying more than 30 percent of their income toward rent, making them cost-burdened. In Richland-Kennewick, 45 percent of renters paid more than 30 percent of their income toward rent in 2010. This increased to 48 percent in 2020 and this data does not reflect the effects of the COVID-19 pandemic or rising inflation. In Pasco, a greater share of the population became cost-burdened, going from 51 percent in 2010 to 63 percent in 2020. Figures 18 and 19 display the rate of prevalence of cost-burdened households by income level for renters and owners respectively.

Table 23: Median Household Income, 2010–2020

	Richland-Kennewick			Pasco		
	2010	2015	2020	2010	2015	2020
Owners	\$77,680	\$80,233	\$90,609	\$56,689	\$64,135	\$77,549
Renters	\$30,869	\$35,076	\$43,938	\$25,805	\$30,507	\$33,495

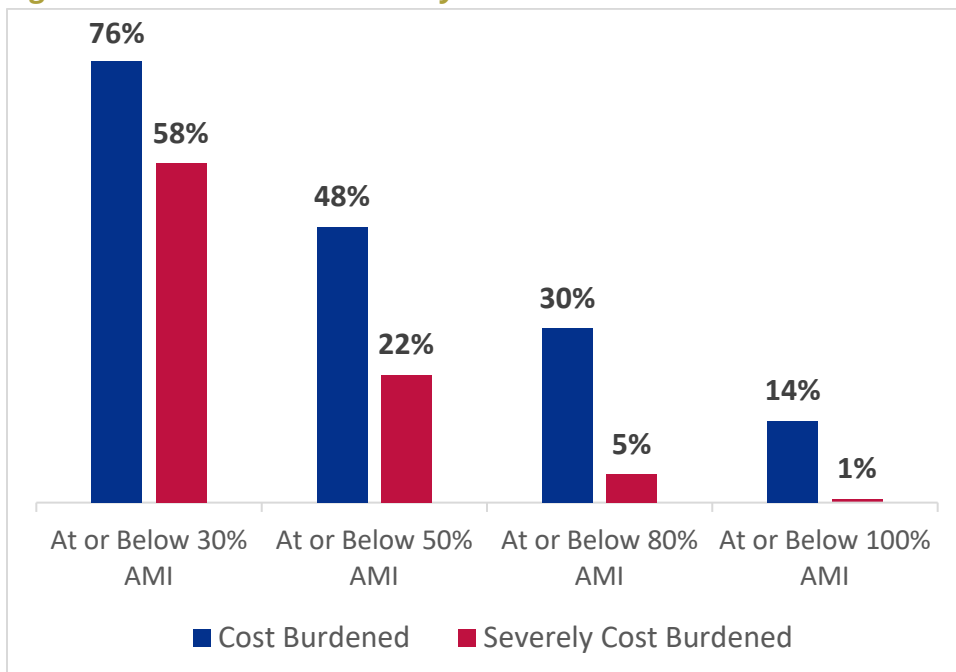
Data source: ACS, 5-Year Estimates

Figure 18: Renter Cost Burden by Household Income



Data source: 2019 CHAS

Figure 19: Owner Cost Burden by Household Income



Data source: 2019 CHAS

Affordable Housing Inventory

Tenant Based Rental Assistance Programs

Data received from the Kennewick Housing Authority indicate that there were 975 Housing Choice Vouchers available, which had an 89 percent utilization rate in 2021. The Housing Choice Voucher program is a federal program assisting very low-income, elderly, and disabled households with a subsidy so they can afford housing in the private market. The 20 Veterans Affairs Supportive Housing (VASH) vouchers, which are a subset of all Housing Choice Vouchers, had a utilization rate of 100 percent. Also in 2021, there was one person on the waiting list for a VASH voucher and 565 people on the waiting list for Housing Choice Vouchers.

Data provided by the Housing Authority of Pasco and Franklin County are shown in Table 24. The average waitlist for housing choice vouchers decreased from 175 persons in 2020 to 165 persons in 2021. However, the waiting list for both housing authorities indicates that there is an additional need for rental assistance and/or affordable housing.

Table 24: Housing Voucher Data for Housing Authority of Pasco and Franklin County, 2019-2021

	2019	2020	2021
Ending Vouchers	255	276	305
Total Vouchers Awarded	318	333	352
VASH Voucher Awarded		18	66
Emergency Housing Vouchers Awarded		21	21

Other programs include a HOME Tenant Based Rental Assistance program, which was recently implemented by the Consortium and is described in the 2022 Action Plan. Sixty-two households with incomes below 60 percent AMI will be supported with up to two years of rental assistance within Kennewick, Pasco, and Richland.

Affordable Rental Housing Developments

There are currently 3,951 income- or rent-restricted units. Funding sources for these affordable rental housing developments vary, with 2,832 supported with Low-Income Housing Tax Credits (LIHTC), 753 supported with Section 8 Project-Based Rental Assistance, 470 with Public and Indian Housing, 126 with Section 202, 100 units with HOME, 68 with Section 811, and 31 with assistance from the U.S. Department of Agriculture. See Table 25 below for a listing of units available and the [Appendix](#) for more details on funding sources.

This does not include site-based CoC-funded housing programs; these are captured in Homeless Response System Resources.

Additionally, this summer, Catholic Charities Eastern Washington is opening Pasco Haven—a 60-unit affordable housing development that will primarily serve individuals who have experienced instances of homelessness, chronic mental illnesses, or extreme poverty. Catholic Charities will be working alongside the Greater Columbia Accountable Community of Health and the Benton Franklin County Continuum of Care to help provide services to residents. The City of Kennewick and the Kennewick Housing Authority have proposed to build a 56-unit affordable housing development serving extremely low-income and very low-income households with units set aside for persons experiencing homelessness; groundbreaking for this development is anticipated in late 2023 or 2024.

Table 25: Tri-Cities Affordable Rental Housing

Development	City	Total Units	Income/Rent Restricted
Bishop Topel Haven	Pasco	43	42
Columbia Park	Richland	139	138
Copper Mountain	Richland	276	273
Copper Ridge Apartments	Kennewick	232	230
Heatherstone Preservation	Kennewick	455	452
Kamiakin Apartments	Kennewick	236	233
Kent Manor	Kennewick	51	50
McMurray Park Phase II	Richland	100	98
Meadow Park Apartments	Kennewick	155	152
Nueva Vista	Kennewick	32	32
Nueva Vista Phase II	Kennewick	28	28
Orchard Hills Apartments	Richland	142	141
Parkview Apartments	Kennewick	107	107
Pinecrest Apartments	Pasco	54	53
Quail Ridge Apartments	Kennewick	51	50
Silver Creek Apartments	Pasco	240	240
Stonegate Apartments	Pasco	200	198
Tepeyac Haven	Pasco	45	44
Three Rivers Village	Richland	40	40
Varney Court	Pasco	38	38
Vineyards, The	Pasco	46	45
Vintage at Richland	Richland	150	148
Brentwood Apartments	Kennewick	105	102
Cullum House	Richland	9	8
Desert Villa and Desert Villa East	Kennewick	155	151

Edison Terrace South	Kennewick	15	15
Edison Terrace West	Kennewick	45	44
Kennewick Garden Court	Kennewick	27	26
Kennewick Micro Homes	Kennewick	16	16
Kennewick Perry Suites	Kennewick	15	14
La Posada West	Pasco	31	31
Scattered Site Public Housing	Pasco	280	280
Luther Senior Center East	Richland	8	2
Luther Senior Center I	Richland	75	74
Mitchell Manor	Kennewick	6	6
Sunny Slope Homes	Kennewick	190	190
Tri-Cities Terrace I Housing Project	Richland	60	59
Tri-Cities Terrace II	Richland	40	39
Tri-Cities Terrace South	Richland	15	14
Tri-Cities Vista Low-Cost Housing	Pasco	52	48
TOTAL		4,004	3,951

Data sources: (1) Washington State Housing Finance Commission WBARS Data; (2) HUD LIHTC Properties; (3) HUD Multifamily Assistance and Section 8 Database; (4) HUD Resource Locator

Supportive Services Inventory

There is a wide range of services available within the Tri-Cities area. In addition to the supportive services that are built into permanent supportive housing, transitional housing, rapid re-housing and emergency shelter programs, there are various stand-alone services available to residents. Table 26 outlines available services across service types identified through consultation as having the greatest unmet need: case management, mental health services, outreach services, victim-survivor advocacy services, and legal services. Even where these services exist, stakeholders report that the need for services exceeds service capacity.

Table 26: Supportive Services in Tri-Cities Area

Service Type	Available Resources
Case management/care coordination	• Comprehensive Healthcare • iMPACT! Compassion Center • Three Rivers Therapy
Mental health services	• Benton Franklin Crisis Response Unit • Catholic Charities of Central Washington • First Step Community Counseling Services • Grace Clinic • Lourdes Health Crisis Services • Lutheran Community Services Northwest • Three Rivers Therapy • Tri-Cities Community Health
Outreach services	• Community Action Connections Second Chance Center
Victim-survivor advocacy	• DVSBF • Mirror Ministries • Support Advocacy & Resource Center
Legal services	• Benton-Franklin Legal Aid • Legal Counsel for Youth and Children • Columbia Legal Services • Northwest Justice Project • Northwest Fair Housing Alliance

Victim-Survivor Supportive Services and Shelters

Mirror Ministries offered the following programs and services to survivors of human trafficking: 67 (36 percent) clients were assisted through advocacy, one through community education and awareness, 116 (62 percent) through outreach and intervention, and three through therapeutic services.

DVSBF has seven shelter rooms available for clients in imminent danger for 30–90 days and has 10 hotel rooms that can be utilized for non-imminent danger clients for a stay from 30 days to six months. Table 27 provides a list of services that were provided to the 1,362 DVSBF clients in 2021.

Table 27: DVSBF Services Provided in 2021

Service Type	Count	Service Type	Count
Advocacy	1273	Hospital response	2
Civil legal advocacy	934	Housing assistance	342
Criminal justice advocacy	793	Immigration assistance	28
Crisis counseling/intervention	667	Medical advocacy	29
CVC assistance	24	Referrals	1240
Emergency DV shelter—hotel/motel	193	Safety planning	1155
Emergency DV shelter—DV shelter or Safe Home	82	Support groups	46
Emergency financial assistance	327	TANF/welfare assistance	96
Employment assistance	105	Transportation assistance	72

Data source: DVSBF, 2021 Report

Describe the unmet housing and service needs of QPs.

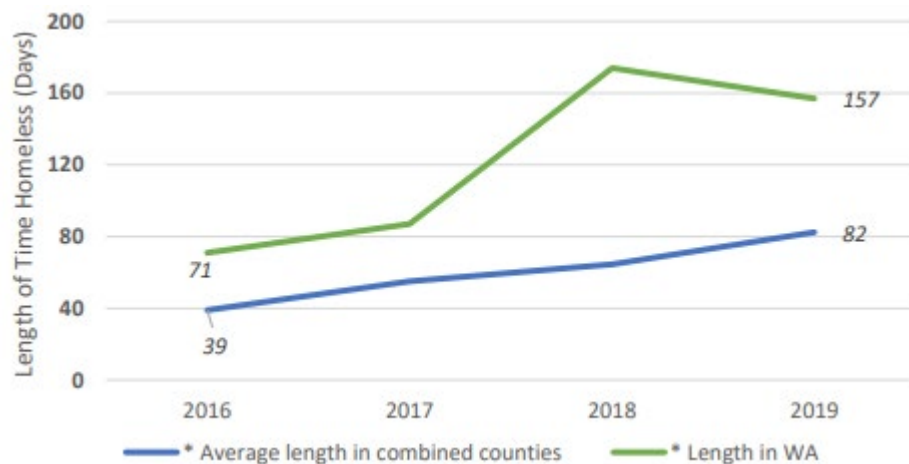
Individuals Experiencing Homelessness

According to HMIS data, 63 percent of people experiencing homelessness have been unsheltered or have stayed within an emergency shelter or safe haven more than once within the past three years. Additionally, 49 percent have reported experiencing homelessness for at least one year within the past three years. PIT data also suggests that the rate of unsheltered homelessness has been increasing in the past years: it increased from 13 percent in 2017 to 31 percent in 2019. This may suggest that additional shelter options are needed to decrease the rate of unsheltered homelessness and additional housing interventions other than emergency shelter are needed to ensure people do not return to homelessness.

Additionally, Eastern Washington University's Institute of Public Policy and Economic Analysis examined HMIS data from 2016 to 2019 and found that returns to homelessness and the length of time spent within the homeless response system have seen a sharp uptick since 2017. Figure 20 shows an increase in the average number of days recorded in HMIS that a person has spent in emergency shelters and safe havens (or permanent housing projects if the client was homeless at entry) during a one-year period. Since 2016, the length of time spent homeless (within the homeless response system) has more than doubled. This may indicate that a lack of affordable housing is creating a barrier to ensuring individuals experiencing homelessness can rapidly transition from emergency shelter to permanent housing. Figure 21 shows the sharp increase in returns to homelessness since 2017, going from 3 percent to 14 percent in 2019. Returns to homelessness measure the share of people who exit homelessness to permanent housing and then return to homelessness within two years. Although the rate for Tri-Cities is still

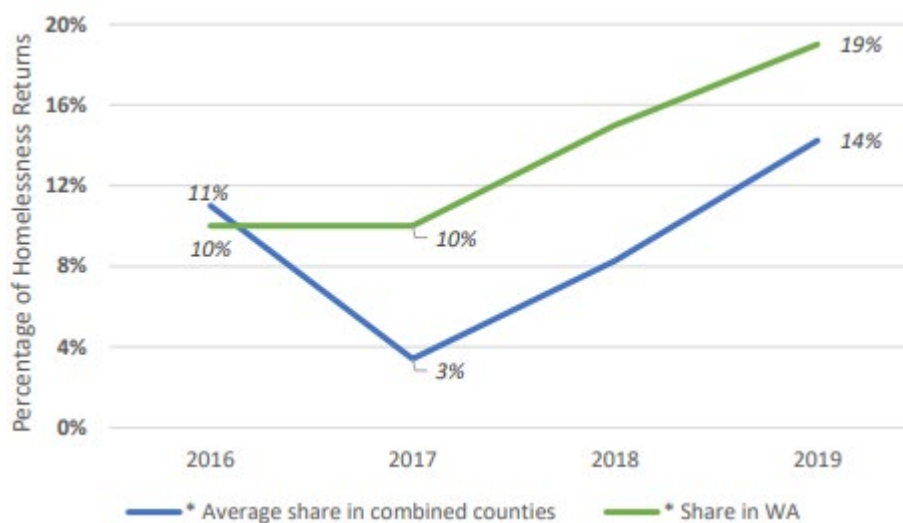
below the state benchmark, the rate still increased from its 2016 rate. This may also indicate that increases in rent or other factors are making it difficult for individuals who have previously experienced homelessness to maintain housing.

Figure 20: Length of Time (Days) Spent in Shelter for People Experiencing Homelessness in Benton and Franklin Counties, 2016–2019



Data source: Eastern Washington University, Institute for Public Policy & Economic Analysis, 2022 Presentation to the Community Health Improvement Plan Advisory Committee

Figure 21: Returns to Homelessness From Permanent Housing in Benton and Franklin Counties, 2016–2019



Data source: Eastern Washington University, Institute for Public Policy and Economic Analysis, 2022 Presentation to the Community Health Improvement Plan Advisory Committee

Needs Identified Through Stakeholder Consultation and Survey

During the consultation sessions and survey, stakeholders noted unmet needs related to shelter, affordable rental housing, and supportive services. Although the number of shelter beds has been increasing in recent years, many are still unable to access emergency shelter. This is particularly true for women, families, people with disabilities, and people with legal issues. Site-based transitional and permanent supportive housing programs for people experiencing homelessness lack the supportive service capacity to implement harm reduction and Housing First principles, further disadvantaging people with substance use and mental health disabilities.

People experiencing homelessness also face barriers when seeking housing in the private market. Due to the tight rental market, landlords have implemented stringent rental screening criteria that prevent access for individuals and families with multiple barriers to housing, including those related to age, disability, and legal issues. Persons issued Housing Choice Vouchers or other tenant based rental assistance programs are frequently unable to use the assistance due to high rents and restrictive screening criteria.

In consultation sessions, stakeholders described a need for housing search assistance, one-time financial assistance, legal services, and case management to support people experiencing homelessness in obtaining and maintaining housing. Similarly, in the survey, stakeholders identified one-time financial assistance, housing search assistance and counseling, case management, mental health services, and outreach services as some of the top-needed supportive services for individuals and families experiencing homelessness.

The quantitative data analysis on the needs facing individuals experiencing homelessness emphasizes a need for additional permanent housing options, shelter beds, and access to supportive services to help individuals achieve housing stability. These needs align with the information gathered through the consultation sessions and survey, which indicated a high need for affordable rental housing and supportive services for individuals experiencing homelessness.

Individuals at Risk of Homelessness and Other Populations at Risk of Homelessness and Housing Instability

[The National Low Income Housing Coalition 2022 Out of Reach](#) data examines rental housing rates relative to income levels for counties and metro areas throughout the U.S. using HUD Fair Market Rents (FMRs). The FMR is a standard set by HUD at the county or regional level for use in administering its Section 8 rental voucher program. FMRs are typically the 40th percentile gross rent (i.e., rent plus utility costs) for typical, non-

substandard rental units in the local housing market. To afford a two-bedroom rental unit within the Tri-Cities at 2022 FMR of \$1,060 without being cost-burdened would require an annual wage of \$42,400. This amount translates to a 40-hour work week at an hourly wage of \$20.38, a 56-hour work week at minimum wage, or a 44-hour work week at Benton-Franklin county's average renter wage of \$17.83. The estimated monthly rent affordable to an individual at 30 percent AMI (\$26,250) is \$656. However, with 5,740 households living off an extremely low income, there are not enough affordable housing units available. CHAS data from 2019 provides insight into which households are occupying units that are affordable to households at different income levels. CHAS data uses HUD-Adjusted Median Family Incomes (HAMFIs) to classify household income which, for the purposes of this analysis, are comparable to AMI. Table 28 depicts the number of households by income level who were occupying rental units that are affordable to specific HAMFI categories in 2019. For example, rental units affordable at 30 percent HAMFI are rental units where the gross rent for the unit is affordable to a household making 30 percent HAMFI. Rental units affordable at 50 percent HAMFI would have gross rents that are unaffordable to a household earning 30 percent HAMFI but would be affordable to a household earning 50 percent HAMFI.

Table 28 indicates that there were a significant number of renter households who were living in units that were not affordable given their household income category. Figure 22 depicts the share of households by income category who were occupying rental units affordable to specific income levels. The data suggests that for rental units at all income levels, there was a mismatch between the income level of the households occupying those units and the income category for which the rental unit would be affordable. Specifically, only 44 percent of rental units that are affordable to households earning 30 percent HAMFI were occupied by households earning less than 30 percent HAMFI. In other words, 56 percent of rental units that would be affordable to extremely low-income households were occupied by higher-income households instead. There were similar trends for rental units affordable at other income levels. For example, only 24 percent of rental units affordable to households making 50 percent HAMFI were occupied by households earning 30–50 percent HAMFI.

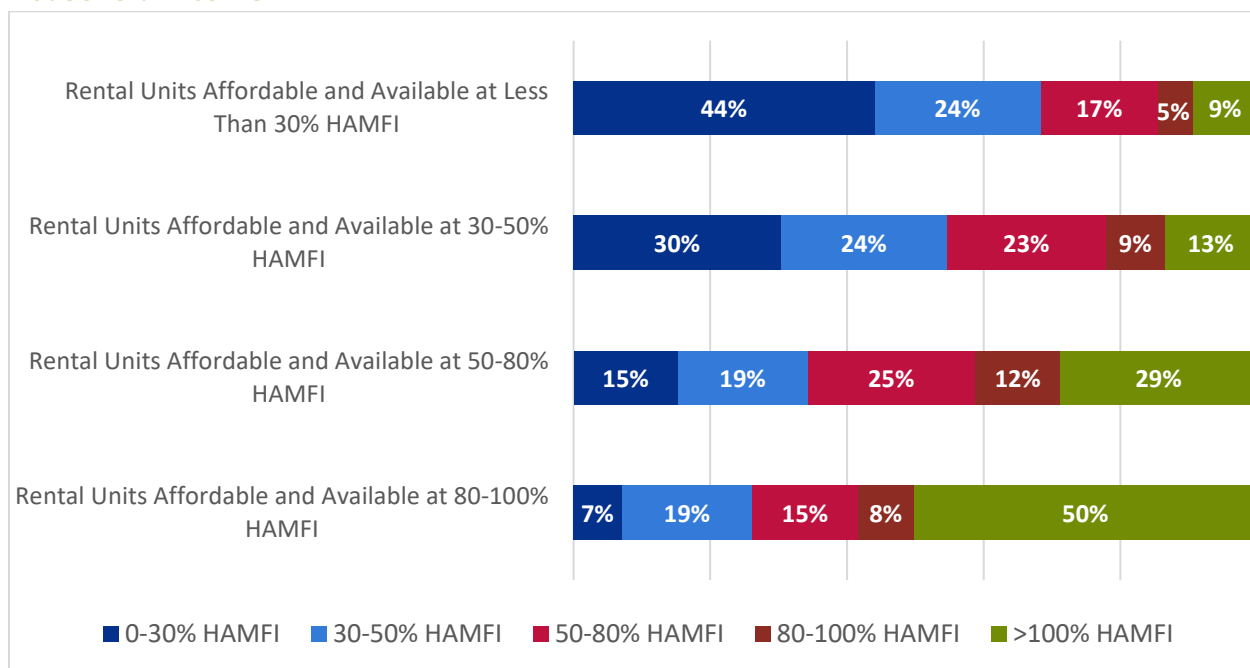
It is important to keep in mind that this data does not provide information that explains the mismatch between households and rental units. For instance, extremely low-income households may not occupy rental units that are affordable to them because these units are not located in their communities. Alternatively, units affordable to households earning 30 percent AMI may be hard to find and, when they are available, extremely low-income households may need to compete with higher-income households to secure them.

Table 28: Number of Households Occupying Rental Units by Unit Affordability and Household Income

Rental Unit Affordability	Occupant Income Category				
	0–30% HAMFI	30–50% HAMFI	50–80% HAMFI	80–100% HAMFI	>100% HAMFI
Rental units affordable and available at less than 30% HAMFI	1,280	705	500	150	269
Rental units affordable and available at 30–50% HAMFI	2,180	1,744	1,670	620	965
Rental units affordable and available at 50–80% HAMFI	2,115	2,605	3,385	1,720	3,960
Rental units affordable and available at 80–100% HAMFI	179	485	390	209	1,270

Data source: 2019 CHAS

Figure 22: Share of Households Occupying Rental Units by Unit Affordability and Household Income



Data source: 2019 CHAS

Needs Identified Through Stakeholder Consultation and Survey

During the consultation sessions and survey, stakeholders noted unmet needs related to affordable rental housing and supportive services, including financial assistance to prevent evictions and to facilitate moves to rental housing units that better meet their needs. Stakeholders shared that evictions have increased dramatically. The end of the moratorium

has led to a surge in evictions for non-payment of rent. One stakeholder suggested that the Tri-Cities has one of the highest eviction rates in the state. COVID-19 emergency rental assistance has kept some people in housing, but those funds are drying up.

Many households remain precariously housed due to a tight rental market. Individuals and families are remaining in substandard or unaffordable housing because they are unable to secure alternative housing, due to either unaffordability or restrictive screening criteria that disproportionately impacts people with disabilities or legal issues. Even individuals and families with access to Housing Choice Vouchers or other tenant-based rental assistance are unable to obtain housing and vouchers are going unused.

In consultation sessions, stakeholders described a need for housing search assistance, one-time financial assistance, legal services, and transportation to support people at risk of homelessness or housing instability in maintaining housing. Similarly, in the survey, stakeholders identified short- and medium-term rental assistance, one-time financial assistance, housing search assistance and counseling, substance use treatment services, and outreach services as some of the top-needed supportive services for these individuals and families.

The quantitative data analysis on the needs facing individuals and families at risk of homelessness or housing instability emphasizes a need for an increased inventory of affordable housing and expanded access to supportive services to help households maintain their housing. These needs align with the information gathered through the consultation sessions and survey which indicated a high need for affordable rental housing and supportive services for these individuals and families.

Persons Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

In 2021, there were 60 unmet requests for shelter due to lack of capacity and DVSBF has indicated that the Coronavirus Aid, Relief, and Economic Security Act funding they received during the pandemic allowed them to provide 10 additional rooms for survivors fleeing domestic violence situations. However, this funding ends in June 2023 and with the increase in the number of people seeking emergency shelter within the past two years, there will be a larger gap within their shelter inventory.

Needs Identified Through Stakeholder Consultation and Survey

During the consultation sessions and survey, stakeholders noted unmet needs related to shelter capacity, access to affordable rental housing, and supportive services. DVSBF indicated that, due to their funding, they can only serve victim-survivors of intimate partner

violence. This results in victim-survivors of violence that is not perpetrated by an intimate partner needing to seek shelter in mainstream emergency shelters. For human trafficking victim-survivors, this may mean sheltering among their traffickers. Stays at the DVSBF shelter are supposed to be only 30 days, but some shelter residents have been granted extensions up to 90 days. Shelter residents have been unable to obtain housing in the private market within 30 days due to a lack of affordable units and restrictive screening criteria. The inability of shelter residents to acquire permanent housing limits shelter flow and results in unmet shelter needs as described above.

In the survey, stakeholders identified one-time financial assistance, victims' advocacy services, short- and medium-term rental assistance, legal services, and housing search assistance and counseling as some of the most needed services for individuals fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking.

The quantitative data analysis emphasizes the lack of shelter available for persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking. Qualitative information gathered through the consultation sessions and stakeholder survey provides additional context that indicates high levels of need for affordable rental housing, tenant-based rental assistance, and supportive services.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system.

Need for Low-Barrier Non-Congregate Shelter and Supportive Services

In consultations, stakeholders spoke at length about gaps in shelter availability and accessibility. Stakeholders indicated there is minimal shelter for women; there are only 32 beds for women and women-led families in seven rooms at the Union Gospel Mission (UGM) and, anecdotally, women are often turned away from shelter due to no space being available. Similarly, there is insufficient capacity for families, especially those that include men and/or adolescent boys. Families have needed to split up across youth shelters, shelters for women and women-led families, and men's shelters. Despite there being 162 beds for men available at UGM, these beds are inaccessible to many. Due to the congregate nature of the shelter, men with multiple barriers such as sex offense-related legal issues and/or disabilities are turned away. Stakeholders also indicate that the religious requirements for longer-term stays at UGM result in an inability for others to access shelter.

Victim-survivors of domestic violence and human trafficking also experience a shortage of appropriate shelter. DVSBF has 40 beds available for those fleeing intimate partner violence. As stated above, shelter stays are intended to be only 30 days, but DVSBF has been allowing stays up to 90 days due to the length of time it takes for victim-survivors to obtain safe permanent housing. As described previously, the tight rental market has made housing unaffordable and inaccessible to individuals with recent evictions, criminal backgrounds, and/or extremely low income. These longer stays for shelter residents result in less turnover and less space for others who are fleeing or attempting to flee violence. Additionally, victim-survivors of human trafficking who are not also experiencing intimate partner violence are ineligible to access shelter at DVSBF and must seek shelter at UGM. Mirror Ministries reports that this shelter is particularly unsafe for many trafficking survivors due to its proximity to gang territories and frequent drug use. People fleeing or attempting to flee domestic violence and human trafficking are frequently left with no choice but to remain in or return to unsafe situations.

The 2022 Benton and Franklin Counties Community Health Needs Assessment (CHNA) identified a lack of low-barrier housing options for residents experiencing homelessness in addition to the need for more affordable housing in general. Community partners also spoke to needing more homelessness services in the community to address hygiene issues and care coordination needs: specifically, more hygiene services for students, care coordination and navigation for people experiencing chronic homelessness, and more street-based care to meet people where they are needed to improve the health and well-being of people experiencing homelessness. The four greatest needs identified in helping to reduce challenges for residents with low incomes and experiencing homelessness to secure housing were: 1) removing barriers, 2) greater availability of housing options, 3) a need for more coordination, and 4) a need for stronger social supports. In particular, people experiencing homelessness would benefit from a Housing First approach and:

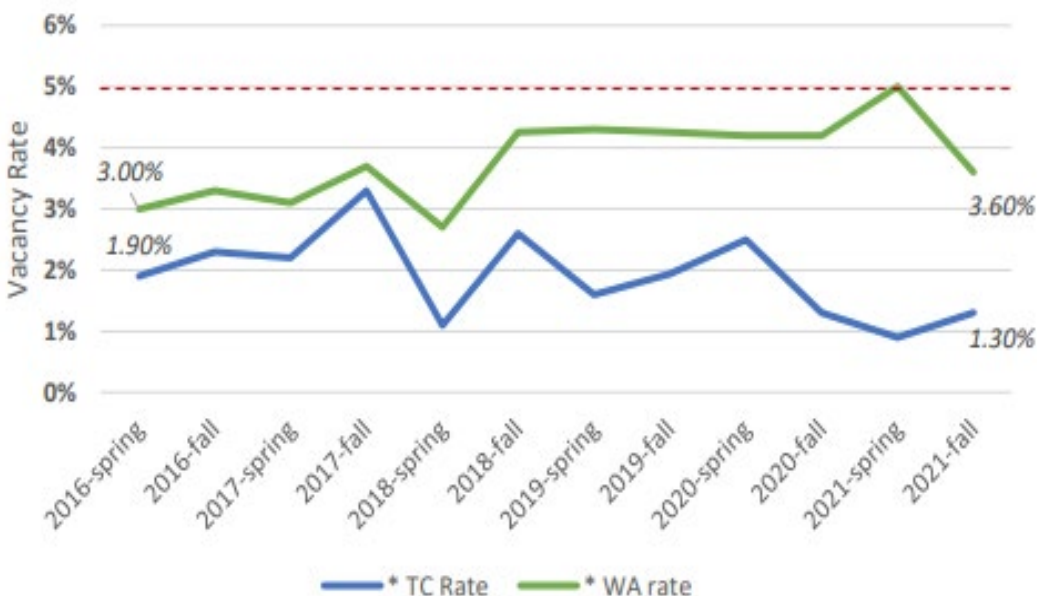
- *Low-barrier Permanent Supportive Housing:* On-site service would be particularly important for ensuring people in recovery or with a substance use disorder remain stably housed.
- *Transitional Housing:* Providing housing for 6–12 months with supportive staff will help people re-engage in the community and build skills to live independently.

Need for Affordable Housing

The 2022 Benton and Franklin Counties CHNA also identified a low supply of affordable housing, low supply of multi-family units, low vacancy rates for rentals, and increased rental costs as some of its key findings. Housing increases in Benton and Franklin Counties are not keeping up with population growth and demand.

The Tri-Cities population has increased by 19 percent over the past decade, which has outpaced state and national averages, but the housing inventory has not kept pace with this increase.⁶ Over the past five years, apartment vacancy rates have remained between 1–2 percent. A vacancy rate under 5 percent is considered a tight market, while a vacancy rate under 3 percent is considered a severe shortage of rental housing. As Figure 23 shows, the Tri-Cities is experiencing a severe shortage of rental housing.

Figure 23: Apartment Vacancy Rates in Benton-Franklin Counties



Data source: Eastern Washington University, Institute for Public Policy and Economic Analysis, 2022 Presentation to the Community Health Improvement Plan Advisory Committee

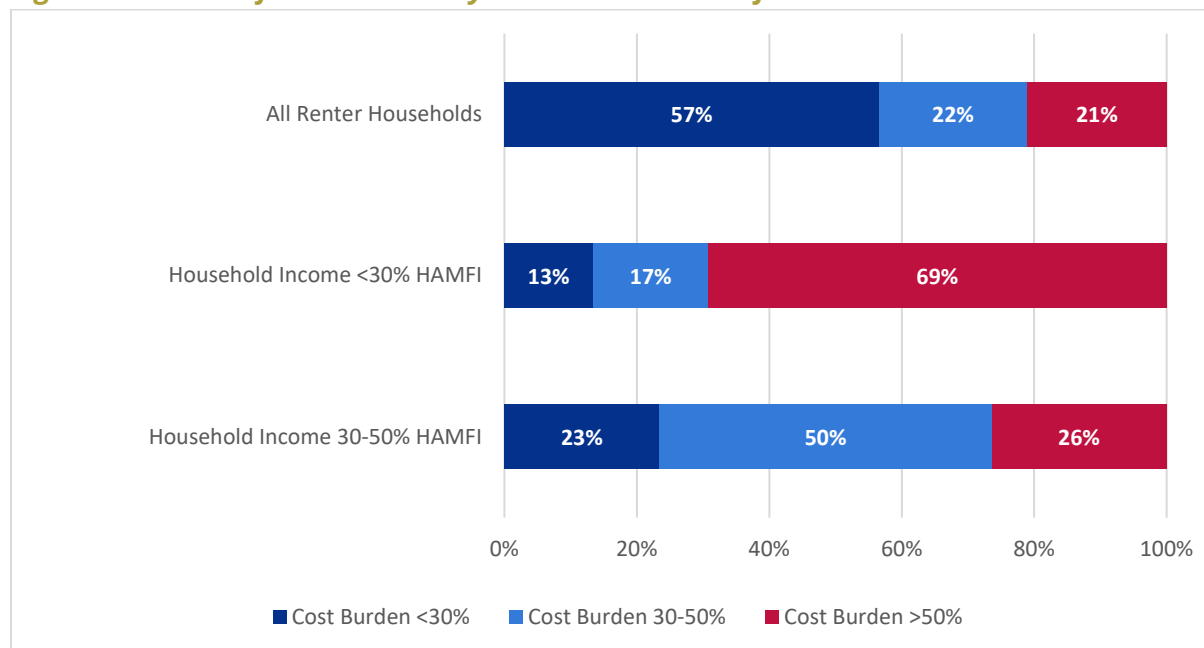
These very low vacancy rates have led to increased competition for rentals, increased rent, and overcrowding. When combined with other factors from the pandemic, the rent increases from landlords and the cost of housing are likely to continue to increase since housing demand is high and housing supply is exceedingly low, impacting extremely and very low-income households the most. People are willing to pay above FMR, meaning landlords are able to charge high prices for apartments. Multiple consultation participants are seeing landlords increase rent by \$400 or \$600 a month and this high cost of rent also contributes to overcrowding as families double up in apartments. For people with low incomes or any negative rental history, finding affordable, stable housing has been increasingly more challenging. It has also made it more difficult for people with any criminal history or poor credit score to find housing. People's incomes have not increased

⁶ Population growth rates sourced from [Benton-Franklin Trends](#)

at the same rate as the cost of housing and while there are efforts to develop new housing locally, it tends to be for people with higher incomes and is therefore not meeting the unmet need.

Comprehensive Housing Affordability Strategy (CHAS) data indicated that 86 percent of extremely low-income renter households and 76 percent of very low-income households were cost-burdened in 2019. Figure 24 shows the cost burden of extremely and very low-income renters compared to all renters within the Tri-Cities and Table 29 estimates the current gap in housing based on CHAS data. The estimate is likely an underestimate of the housing needed as the most recent available data is from 2019, before the COVID-19 pandemic and its resulting impact.

Figure 24: Share of Cost Burden by Household Income for Renter Households



Data Sources: CHAS Data, 2019

Table 29: Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total rental units	26,385		
Rental units affordable to households at 30% AMI (at risk of homelessness)	2,835		
Rental units affordable to households at 50% AMI (other populations)	7,080		
0%–30% AMI renter households w/ one or more severe housing problems (at risk of homelessness)		3,910	
30%–50% AMI Renter households w/ one or more severe housing problems (other populations)		2,165	
Current gaps			1,075

Additionally, several vulnerable subpopulations are likely to feel the impacts of this housing crisis. They are identified in the 2022 CHNA for Benton and Franklin Counties as:

- *Young people:* Young people often need a cosigner to rent an apartment, which is challenging for those without support. There is a need for more resources for young people looking for housing.
- *People with developmental disabilities:* There is a need for more independent housing for people with developmental disabilities. It is currently a crisis-driven housing system. Families with children with special needs may also have difficulty finding housing that accommodates and meets their needs.
- *Older adults:* To remain in their homes, older adults often need support, including help with upkeep and safety checks. The rising cost of housing can be challenging for older adults, noting a need for discounts. According to the CHNA, there are no skilled nursing facilities locally and older adults living on a fixed income may be more likely to be unstably housed.

Identify priority needs for QPs.

Individuals Experiencing Homelessness

Based on consultation sessions, the online stakeholder survey, and quantitative data analysis, the priority needs for individuals experiencing homelessness are:

- Affordable rental housing
- Supportive services
- Low-barrier non-congregate shelter

Individuals At Risk of Homelessness

Based on consultation sessions, the online stakeholder survey, and quantitative data analysis, the priority needs for individuals at risk of homelessness are:

- Affordable housing
- Supportive services

Persons Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

Based on consultation sessions, the online stakeholder survey, and quantitative data analysis, the priority needs for survivors fleeing or attempting to flee are:

- Affordable housing
- Non-congregate shelter
- Supportive services

Other Populations at Greatest Risk of Homelessness or Housing Instability

Based on consultation sessions, the online stakeholder survey, and quantitative data analysis, the priority needs of other populations at greatest risk of homelessness or housing instability are:

- Affordable housing
- Supportive services

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan.

The Consortium paired the qualitative information gathered from the stakeholder consultation sessions and survey with insights gleaned from quantitative data analysis to better understand the needs facing each of the QPs and gaps in the shelter, housing, and service delivery systems. Table 30 outlines the primary qualitative and quantitative data sources the Consortium used to analyze the priority needs of each QP as well as the housing, shelter, and service gaps across the Tri-Cities.

Table 30: Primary Quantitative Data Sources to Determine Needs and Gaps

HOME-ARP QP	Primary Data Sources
Individuals experiencing homelessness	• CoC HMIS Data (2021) • HIC (2019–2021) • PIT count (2018–2022) • Department of Commerce, Snapshot of Homelessness (2020–2022) • Department of Commerce, Washington State Homeless System Performance County Report Card (2021) • Stakeholder consultation sessions and online stakeholder survey
Individuals at risk of homelessness	• CHAS (2014–2019) • ACS (2016–2020) • McKinney-Vento EDFacts Initiative, Student Homelessness (school year 2019–2020) • National Low Income Housing Coalition Housing Needs by County (2022) • Eastern Washington University, Overview of Housing for Homeless and Low-Income Residents (2022) • Stakeholder consultation sessions and online stakeholder survey
Persons fleeing/attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking	• Mirror Ministries Data (2021) • DVSBF Data and Reports (2021) • CoC HMIS Data (2021) • The National Intimate Partner and Sexual Violence Survey, State Report (2017) • Department of Health and Human Services, Community Outcome and Risk Evaluation Report (2022) • Stakeholder consultation sessions and online stakeholder survey
Other populations at risk of housing instability and homelessness	• CHAS (2015–2019) • National Low Income Housing Coalition Housing Needs by County (2022) • Eastern Washington University, Overview of Housing for Homeless and Low-Income Residents (2022) • Stakeholder consultation sessions and online stakeholder survey

Topic	Primary Data Sources
Housing inventory	• CHAS (2014–2018) • ACS (2016–2020) • Eastern Washington University, Overview of Housing for Homeless and Low-Income Residents (2022) • Benton and Franklin Counties CHNA (2022) • Stakeholder consultation sessions and online stakeholder survey
Shelter inventory	• HIC (2019–2021) • PIT count (2018–2022) • Department of Commerce, Washington State Homeless System Performance County Report Card (2021) • DVSBF Data and Reports (2021) • Stakeholder consultation sessions and online stakeholder survey
Service delivery system	• Eastern Washington University, Overview of Housing for Homeless and Low-Income Residents (2022) • Benton and Franklin Counties CHNA (2022) • Stakeholder consultation sessions and online stakeholder survey

HOME-ARP Activities

Regulatory Requirements

In accordance with [Section V.C.2. of the Notice](#), PJs must describe how they will distribute HOME-ARP funds aligned with the identified priority needs and the method for soliciting applications for funding and selecting developers, service providers, subrecipients, and/or contractors. Furthermore, PJs must describe whether they will administer the HOME-ARP-eligible activities directly.

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients, and/or contractors.

There will be separate Requests for Proposals (RFPs) for affordable rental housing development and supportive services. Resources for capacity building and operating support will be offered in each of these RFPs. The Consortium will ensure that the RFPs and selection criteria are consistent with all HOME-ARP requirements.

Describe whether the PJ will administer eligible activities directly.

The Consortium will not directly administer the HOME-ARP activities.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program.

This section is not applicable to the Tri-Cities Consortium.

Use of HOME-ARP Funding

Regulatory Requirements

Section V.C.2 of the [Notice](#) states that PJs must outline the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The plan must also explain how the characteristics of its shelter and housing inventory and service delivery system and the needs identified in the Needs Assessment and Gaps Analysis provided a rationale for the PJ's plan to fund eligible activities.

Table 31: Distribution of HOME-ARP Funds Across Eligible Activities

	Funding Amount	Percent of Grant	Statutory Limit
Supportive services	\$1,035,000	43%	
Acquisition and development of non-congregate shelter	\$0	0%	
Tenant-based rental assistance	\$0	0%	
Development of affordable rental housing	\$762,707	32%	
Non-profit operating	\$119,000	5%	5%
Non-profit capacity building	\$119,000	5%	5%
Administration and planning	\$359,242	15%	15%
Total HOME-ARP allocation	\$2,394,949	100%	

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis.

The Consortium intends to use 43 percent of its HOME-ARP allocation for supportive services, 32 percent for affordable rental housing, and the remaining quarter for a combination of nonprofit capacity building, nonprofit operating support, and grantee planning and administration activities. This funding distribution will allow the Consortium to focus its resources and capacity on expanding affordable rental housing options and providing needed supportive services. This allocation also provides resources to build capacity among service and housing providers and expand the Consortium's own capacity to support successful and sustainable affordable housing developments and supportive services for HOME-ARP QPs in the Tri-Cities area.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities.

Information analyzed from the consultation sessions, stakeholder survey, and quantitative data demonstrates that there are high levels of unmet needs faced by all four of the HOME-ARP QPs. While the Tri-Cities HOME Consortium is appreciative of the additional funding, the HOME-ARP allocation of \$2,394,949 is insufficient to completely address the housing, shelter, and service needs for each of the QPs. Given the limited resources available, as well as the major themes underscored in the Needs Assessment and Gaps Analysis, the Consortium plans to spend 43 percent of its HOME-ARP allocation on supportive services, 32 percent on affordable rental housing, 10 percent on non-profit operating and capacity building support, and the remaining 15 percent on planning and administration.

The trends identified in the Needs Assessment and Gaps Analysis were a major factor that led to the Consortium's HOME-ARP allocation distribution decision. The major trends highlighted in the data analysis, consultation sessions, and survey responses all pointed to a significant need for affordable rental housing for each of the HOME-ARP QPs. Stakeholders described how all four of the HOME-ARP QPs struggle to find housing that is affordable and accessible in the community. Housing costs have been increasing for years, but recent events including the COVID-19 pandemic and the end of the eviction moratorium have exacerbated housing cost burden and housing instability for many lower-income households in the Tri-Cities. Through the stakeholder survey, 50 percent of respondents selected affordable rental housing as their top priority for the use of HOME-ARP funds. The quantitative data from the Needs Assessment and Gaps Analysis also indicates that there is a considerable need for the development of additional affordable rental housing opportunities in the Tri-Cities.

The Needs Assessment and Gaps Analysis also highlighted the need for and importance of supportive services for the four HOME-ARP QPs. As a result of the trends described above, many organizations are focusing on keeping individuals facing eviction housed through legal services, landlord-tenant mediation, and one-time financial assistance. Through the stakeholder survey, respondents selected supportive services as their second-highest priority for the use of HOME-ARP funds. In the survey, stakeholders underscored the need for additional supportive services for each HOME-ARP QP. Notably, one-time financial assistance and housing search assistance were identified among the highest service needs for all four QPs. Legal services and outreach services were also ranked highly for two of four QPs each. Understanding the immediate need for HOME-ARP funds to prevent

ongoing homelessness, violence, and housing instability, the Consortium is allocating a slightly larger portion of HOME-ARP funds toward supportive services.

In order to successfully implement affordable rental housing and supportive services for the QPs, it is necessary to expand the capacity of service providers and affordable housing developers. Consultation participants described how challenges such as insufficient pay for staff, lack of staff training opportunities, and limited program funding and resources have made it harder for organizations to support their own staff and capacity while adequately meeting the needs of their clients. Through the stakeholder survey, respondents selected nonprofit capacity building as their third-highest priority for the use of HOME-ARP funds. By allocating HOME-ARP funding toward nonprofit operating and capacity building, the Consortium aims to help address some of the challenges faced by organizations working to meet the needs of the QPs. There is also a need to form new partnerships and linkages among organizations, particularly with victim services providers and affordable housing developers.

Although the survey indicates that some respondents would prioritize use of HOME-ARP for TBRA among the eligible activities, the information gathered through the consultation sessions and survey open-ended responses suggests there are mixed feelings among stakeholders. Several participants through the consultation process explained that local housing markets have been saturated with rental assistance resources due to local, state, and federal pandemic response programs. While many are thankful for the additional resources, the surge in rental assistance resources has made it difficult for voucher recipients to secure housing. Factors such as rising housing costs, inflation, low vacancy rates, and the unwillingness of landlords in the private market to accept vouchers have decreased the number of units that are available and affordable to voucher holders. The data suggests that there is support for rental assistance which validates the Consortium's choice to allocate HOME funds to TBRA in their 2022 and 2023 Action Plans.

Similarly, the consultation sessions and survey indicated that fewer stakeholders would prioritize non-congregate shelter with HOME-ARP funds. Throughout the consultation process, stakeholders described a lack of shelter capacity for women and families and UGM does have plans to build an expanded shelter in Kennewick that will serve more than 70 women and children. However, stakeholders spoke most extensively about the need for low-barrier shelter for persons experiencing homelessness and persons fleeing or attempting to flee violence; this shelter may be congregate or non-congregate. The Consortium will continue to work collaboratively with city, county, and other community partners to support the development of low-barrier shelters with other resources.

By prioritizing affordable rental housing, supportive services, and non-profit support with its HOME-ARP allocation, the Consortium can help meet the needs of all four QPs while

addressing some of the priority needs identified in the Needs Assessment and Gaps Analysis. Adding to the stock of affordable rental housing would alleviate some of the pressure currently exerted upon the housing and shelter inventory. In addition, the range of eligible supportive services under HOME-ARP would allow the Consortium to fund programs that could broaden the impact of programs serving all the QPs. [Section VI.D.4.c.i of HUD Notice CPD-21-10](#) outlines the allowable uses for HOME-ARP supportive services which align with the needs identified in the Needs Assessment and Gaps Analysis. Supportive services could therefore be utilized to address some of the noted challenges with TBRA and NCS programs while serving a broad range of HOME-ARP-eligible households across the community.

The remaining 15 percent of the HOME-ARP allocation will assist the Consortium with the administration and planning of the HOME-ARP program. Eligible administration and planning costs include necessary costs for the management, coordination, monitoring, and evaluation of the HOME-ARP program. Eligible costs could include administration activities such as developing systems to comply with HOME-ARP requirements, developing interagency agreements, monitoring HOME-ARP activities for progress and compliance, preparing HOME-ARP reports and documents for submission to HUD, and evaluating program results against stated objectives. A full list of eligible costs is provided in [Section VI.A of the HUD Notice](#). Since the HOME-ARP program is a new source of federal funding with its own unique program requirements, the Consortium has elected to allocate sufficient funds to build its own internal capacity to administer, monitor, and evaluate the program. Doing so will help ensure that the HOME-ARP-eligible activities have the greatest impact and best meet the needs of some of the Tri-Cities' most vulnerable communities.

HOME-ARP Production Housing Goals

Regulatory Requirements

In accordance with [Section V.C.3 of the Notice](#), PJs must provide an estimate for the number of affordable rental housing units for QPs that they will produce or support with HOME-ARP funds. In addition, PJs must also include a narrative about the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs.

Estimate the number of affordable rental housing units for QPs that the PJ will produce or support with its HOME-ARP allocation.

The Consortium estimates that with no additional resources and an assumed cost of \$100,000 per unit, about seven affordable rental housing units will be rehabilitated or produced with HOME-ARP resources.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs.

HOME-ARP funds will provide a one-time expansion of resources for the development of affordable rental housing for some of the Tri-Cities' most vulnerable residents. Prioritizing the development of affordable rental housing aligns with the needs of all four HOME-ARP QPs identified in the Needs Assessment and Gaps Analysis and will further the Consortium's goal of expanding affordable housing options for extremely low-income and very low-income households. While the estimated number of units that will be produced with the HOME-ARP allocation is a small step forward, it will help make a long-term impact with a one-time source of funding. The funds will likely leverage state and federal funds for affordable housing and fill important gaps to allow a project or projects to move forward.

Preferences

Regulatory Requirements

Section V.C.4 of the [Notice](#) states that PJs must identify whether they intend to establish a preference for one or more of the QPs or a subpopulation within one or more of the QPs for any eligible activity or project. If a PJ chooses to establish a preference, it must explain how the use of a preference or method of prioritization will address the unmet needs or gaps in benefits and services identified in the Needs Assessment and Gaps Analysis. PJs must also describe how they will still address the unmet needs or gaps of the other QPs that are not included in a preference through the use of HOME-ARP funds.

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

Identify whether the PJ intends to give preference to one or more QPs or a subpopulation within one or more QPs for any eligible activity or project.

While there are needs among all HOME-ARP QPs, information from the consultation sessions, stakeholder survey, and quantitative data analysis indicate that there are greater needs for two of the four HOME-ARP populations. In accordance with these findings, a preference will be provided for the following populations:

- **Individuals experiencing homelessness**, as defined in 24 CFR 91.5.
- **Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking**, as defined by HUD.

These preferences will allow organizations to prioritize affordable housing and supportive services for these populations.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the QP or subpopulation of the QP, consistent with the PJ's needs assessment and gap analysis.

These preferences will allow the Consortium to prioritize access for those QPs with the greatest identified needs. Members of the “at risk” and “other” QPs will still be able to apply for HOME-ARP-funded affordable rental housing. At least one supportive services activity will have no preference for a HOME-ARP QP.

Referral Methods

Regulatory Requirements

The [HUD Notice](#) states that PJs are not required to describe referral methods in the HOME-ARP allocation plan; however, a PJ must require a project or activity to use a CE system along with other referral methods or to use only a project/activity waiting list if:

- CE does not have a sufficient number of qualifying individuals or families to refer to the PJ for the project or activity.
- CE does not include all HOME-ARP QPs.; or
- CE fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE system.

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. A PJ may use multiple referral methods in its HOME-ARP program. (Optional)

Benton and Franklin Counties' CE system focuses primarily on persons experiencing homelessness and persons at risk of homelessness. As a result, the Consortium will allow HOME-ARP-funded projects and services to use CE along with other referral methods **or** to use only a project/activity waiting list. The Consortium will review referral methods to ensure compliance with HOME-ARP program requirements.

If the PJ intends to use the CE process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional)

This section is not applicable to the Consortium.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional)

This section is not applicable to the Consortium.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional)

The Consortium has not established a prioritization between the two referral methods at this time.

Limitations in a HOME-ARP Rental Housing or Non-Congregate Shelter Project

Regulatory Requirements

The [HUD Notice](#) states that limiting eligibility for HOME-ARP rental housing or NCS projects is only permitted under certain circumstances. For example, PJs may limit admission to HOME-ARP rental housing or NCS projects to households who need specialized supportive services that are provided in such housing or NCS. Any limitations must follow all applicable fair housing, civil rights, and nondiscrimination requirements.

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular QP or specific subpopulation of a QP identified in section IV.A of the Notice.

The Consortium may establish a limitation for persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD, for affordable rental housing only.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the QP or subpopulation of the QP, consistent with the PJ's needs assessment and gap analysis.

A limitation may be necessary due to circumstances and the level of need of individuals experiencing homelessness and persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, and human trafficking. While all four QPs may have complex needs, those experiencing homelessness or fleeing violence include individuals who have experienced trauma, which may require a combination of housing assistance and supportive services to help ensure their safety, housing stability, and access to support. For example, individuals experiencing homelessness may have significantly greater needs for supportive services based on the factors that contributed to becoming homeless and the duration of homelessness. Stakeholders mentioned how persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, and human trafficking can often require a variety of services in the immediate aftermath of a traumatic event and in the long term to help maintain stability. In addition, organizations serving persons fleeing violence described the need to protect the safety and confidentiality of their clients, especially from perpetrators.

Given these circumstances, allowing a limitation for a HOME-ARP rental housing project for these two QPs would better enable organizations to meet the needs of their clients and in some cases may be necessary. The Consortium will work with agencies selected for funding and only allow a limitation if it is necessary to meet the needs of residents and cannot be achieved through a preference.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other QPs that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities).

HOME-ARP funds allocated to supportive services will be provided to all QPs without any limitations.

HOME-ARP Refinancing Guidelines

Regulatory Requirements

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including the following.

Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.

The Consortium does not intend to use HOME-ARP funds for this purpose.

Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.

The Consortium does not intend to use HOME-ARP funds for this purpose.

State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.

The Consortium does not intend to use HOME-ARP funds for this purpose.

Specify the required compliance period, whether it is the minimum 15 years or longer.

The Consortium does not intend to use HOME-ARP funds for this purpose.

State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

The Consortium does not intend to use HOME-ARP funds for this purpose.

Other requirements in the PJ's guidelines, if applicable.

The Consortium does not intend to use HOME-ARP funds for this purpose.

Appendix

Acronyms

Acronym	Definition
ACS	American Community Survey
AMI	Area median income
CE	Coordinated entry
CES	Coordinated Entry System
CHAS	Comprehensive Housing Affordability Strategy
CHNA	Community Health Needs Assessment
CoC	Continuums of Care
DVSBF	Domestic Violence Services of Benton and Franklin Counties
FMR	Fair Market Rent
HIC	Housing Inventory Count
HMIS	Homeless Management Information System
HOME-ARP	HOME Investment Partnerships Program American Rescue Plan
HUD	U.S. Department of Housing and Urban Development
LIHTC	Low-Income Housing Tax Credits
NCS	Non-congregate shelter
PIT	Point-in-Time
PJ	Participating jurisdiction
QP	Qualifying population
TBRA	Tenant-Based Rental Assistance
UGM	Union Gospel Mission
VASH	Veterans Affairs Supportive Housing

Consultation Process Organization Table

The following table includes the 30 organizations that provided input in the development of the HOME-ARP allocation plan through the consultation sessions and online stakeholder survey. The organization types were determined either by the organization types selected by the respondent(s) affiliated with an organization in the stakeholder survey or by Consortium staff based on their understanding of the services provided by the organization. Likewise, the QPs served were determined by the QPs indicated by the respondent(s) affiliated with an organization in the stakeholder survey or by Consortium staff based on their understanding of the individuals served by the organization.

The organization table uses the following abbreviations for organization type and QP served.

Abbreviation	Definition
CoC	Continuum of Care serving the jurisdiction's geographic area; includes Collaborative Applicant and Advisory Committee representatives
HSP	Homeless service provider, including shelter, housing, and supportive services
VSP	Domestic violence/sexual assault/human trafficking victim services provider
V	Groups serving or representing veterans
PHA	Public housing agency
PA	Public agencies addressing the needs of QPs
FH/CR/PWD	Public or private organizations that address Fair Housing, civil rights, and/or the needs of persons with disabilities
AHD	Affordable housing developers
O	Other organizations that address the needs of the QPs (not public agencies)

Abbreviation	QP
QP1	Individuals experiencing homelessness
QP2	Individuals at risk of homelessness
QP3	Persons fleeing or attempting to flee domestic violence, sexual assault, dating violence, stalking, or human trafficking
QP4	Other populations at greatest risk of homelessness or housing instability

Consultation Process Organization Table

Organization	C o c	H S P	V S P	V e t e r a n	P H A	P u b l i c	F H / C R / P W D	A H D	O t h e r	Q P 1	Q P 2	Q P 3	Q P 4
ANSIL		X								X			
Ben Franklin Transit									X				
Benton and Franklin Department of Human Services	X	X		X		X				X			
Benton Franklin Legal Aid							X			X	X		X
Catholic Charities		X								X			
Columbia Basin Veterans Center				X						X			
Community Action Connection		X							X	X	X		X
Domestic Violence Services			X									X	
Elijah Family Homes		X								X	X		X
Empower Life	X									X			
Goodwill Industries of the Columbia							X		X	X	X		X

Greater Health Now	X								X	X	X		X
Housing Authority of Pasco and Benton County					X	X		X		X	X	X	X
iIMPACT! Compassion Center		X								X	X	X	X
Kennewick Public Housing Authority	X				X	X		X			X	X	X
Kennewick School District		X				X				X	X	X	X
Legal Counsel for Youth and Children								X			X	X	
Lutheran Family Services		X								X	X	X	
Mirror Ministries			X									X	
Northwest Fair Housing Alliance								X			X	X	X
Northwest Justice Project								X			X	X	X
Oxford Homes		X									X	X	X
Richland School District		X				X				X	X	X	X
Safe Harbor Support Center		X								X	X	X	X
Snipes H3	X	X									X	X	
TC Futures										X	X		X
Three Rivers Therapy		X								X	X		X

Tri-Cities Community Health	X								X	X	X		X
Tri-City Union Gospel Mission		X								X			
United Way of Benton and Franklin Counties									X	X	X	X	X

Tri-Cities Affordable Housing Developments With Funding Sources

Development	City	Total Units	Income/Rent restricted	LIHTC	811	202	PBRA	HOME	PIH	USDA	Other HUD	State funds
Bishop Topel Haven	Pasco	43	42	X								
Columbia Park	Richland	139	138	X			X				X	
Copper Mountain	Richland	276	273	X								
Copper Ridge Apartments	Kennewick	232	230	X							X	
Heatherstone Preservation	Kennewick	455	452	X								
Kamiakin Apartments	Kennewick	236	233	X								
Kent Manor	Kennewick	51	50	X								
McMurray Park Phase II	Richland	100	98	X								
Meadow Park Apartments	Kennewick	155	152	X								
Nueva Vista	Kennewick	32	32	X	X		X					
Nueva Vista Phase II	Kennewick	28	28	X		X	X					
Orchard Hills Apartments	Richland	142	141	X								
Parkview Apartments	Kennewick	107	107	X								
Pinecrest Apartments	Pasco	54	53	X			X					
Quail Ridge Apartments	Kennewick	51	50	X							X	
Silver Creek Apartments	Pasco	240	240	X								
Stonegate Apartments	Pasco	200	198	X								
Tepeyac Haven	Pasco	45	44	X								
Three Rivers Village	Richland	40	40	X			X					
Varney Court	Pasco	38	38	X								
Vineyards, The	Pasco	46	45	X								
Vintage at Richland	Richland	150	148	X								
Brentwood Apartments	Kennewick	105	102				X					
Cullum House	Richland	9	8									X
Desert Villa and Desert Villa East	Kennewick	155	151				X				X	
Edison Terrace South	Kennewick	15	15				X					

Edison Terrace West	Kennewick	45	44				X					
Kennewick Garden Court	Kennewick	27	26				X					
Kennewick Micro Homes	Kennewick	16	16									X
Kennewick Perry Suites	Kennewick	15	14		X							
La Posada West	Pasco	31	31							X		
Scattered Site Public Housing	Pasco	280	280						X			
Luther Senior Center East	Richland	8	2		X		X					
Luther Senior Center I	Richland	75	74				X				X	
Mitchell Manor	Kennewick	6	6									X
Sunny Slope Homes	Kennewick	190	190						X			
Tri-Cities Terrace I Housing Project	Richland	60	59			X		X				
Tri-Cities Terrace II	Richland	40	39			X		X				
Tri-Cities Terrace South	Richland	15	14		X							
Tri-Cities Vista Low-Cost Housing	Pasco	52	48				X					
TOTAL		4,004	3,951									