



Agenda
City Council Special Meeting
Wednesday, August 2, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. See3Slam
 - Terry Fleischman, Tri-Cities Sunrise Rotary Club, See3Slam Committee Chair
2. 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 for distribution.

3. Proposed 2023-2024 Collective Bargaining Agreement with the Richland Police Command Staff Association, Resolution No. 2023-129
 - Lacey Paulsen, Human Resources 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:

4. Approval of the July 18, 2023 City Council Regular Meeting Minutes and the July 25, 2023 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

5. Ordinance No. 2023-17, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program
 - Brigit Clary, Chief of Police

Resolutions - Adoption:

6. Resolution No. 2023-125, Authorizing Grant Applications to the Washington State Transportation Improvement Board's Urban Arterial Program and Active Transportation Program
 - Pete Rogalsky, Public Works Director
7. Resolution No. 2023-126, Declaring Surplus and Authorizing Sale of Property Located at 150 Keene Road
 - Kerwin Jensen, Development Services Director
8. Resolution No. 2023-127, Authorizing a Purchase Agreement with States Manufacturing for Procurement of Metalclad Switchgears for Stevens and Thayer Substations
 - Clint Whitney, Energy Services Director
9. Resolution No. 2023-128, Authorizing an Internet Crimes Against Children Memorandum of Understanding with the Seattle Police Department
 - Brigit Clary, Chief of Police

Items - Approval:

10. Travel for Mayor Pro Tem Richardson to attend the Energy Communities Alliance National Cleanup Workshop in Arlington, Virginia
 - Jon Amundson, City Manager
11. Travel for Mayor Pro Tem Richardson and Councilmember VanDyke to attend the Energy Communities Alliance Manhattan Project National Historical Park Meeting in Los Alamos, New Mexico
 - Jon Amundson, City Manager
12. Appointment to the Tri-City Regional Hotel-Motel Commission: Lacey Stephens
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

None.

Items of Business:

13. Resolution No. 2023-129, Adopting the 2023-2024 Collective Bargaining Agreement with the Richland Police Command Staff Association
 - Lacey Paulsen, Human Resources Director
14. Discussion regarding Placement of Potential Donation of Public Art
 - Laura Hester, Parks & Public Facilities 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 before the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the July 18, 2023 City Council Regular Meeting Minutes and the July 25, 2023 City Council Workshop Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on July 18, 2023 and the City Council workshop meeting held on July 25, 2023.

Summary:

Draft minutes from the July 18, 2023 City Council regular meeting and the July 25, 2023 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft July 18, 2023 City Council Regular Meeting Minutes
2. Draft July 25, 2023 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, July 18, 2023

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

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

Mayor Christensen called the special 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, Lukson, VanDyke (remote attendance via Zoom), and Whitten were present. Councilmember Kent was absent.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBER KENT. MOTION CARRIED 6-0.

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, Public Works Director Rogalsky, Energy Services Director Whitney, Parks & Public Facilities Director Hester, 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

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

1. Update from Benton County on Public Safety Sales Tax and the Recovery Center

Matt Rasmussen, Benton County Deputy County Administrator provided a chronological list of accomplishments realized thus far in 2023 relating to the regional Greater Columbia Behavioral Health (GCBH) Recovery Center:

- April 2023 - A contract was awarded to Comprehensive Health Care for the operation of the GCBH Recovery Center. Comprehensive Health Care is the current regional provider for the Crisis Response team contracted by GCBH.

Contract negotiations are ongoing as the scope of services is still being developed. It is anticipated that the contract will be finalized and executed within the next couple of months. Additionally, Comprehensive Health Care will be incorporated as part of the Design-Build team for the GCBH facility.

- May 2023 - The Behavioral Health Advisory Council (BHAC) issued a Request for Interest (REOI) to assess local interest in the development of a regional Field Responder Program. Three (3) firms responded to the REOI. BHAC created a sub-committee to develop a scope of services for the Field Responder Program. A formalized proposal will be created based on a cost estimate provided by the interested firms.
- June 2023 - A Request for Proposal (RFP) was issued to solicit bids for the Design-Build firm for the GCBH facility. Vendors have been narrowed down to two (2) firms. It is anticipated that the bid will be awarded in August and a contract finalized in September.
- June 2023 - As part of the Opioid Settlement requirement, nineteen (19) cities and counties in our region entered into a Memorandum of Understanding (MOU) to form an Opioid Abatement Council (OAC), and GCBH has been identified as the administering agency. The OAC will oversee opioid fund allocation, distribution, expenditures, and dispute resolutions. Representatives from participating municipalities receiving funds will participate in discussions to determine the allocation of funds for allowable services and programs.
- July 2023 - Benton County closed on the purchase of the facility located at 10 E. Bruneau Avenue. The County received a \$300,000 rebate on the purchase price from the previous property owners. In the long term, the County will see a cost savings of nearly \$2.5 million by purchasing the facility now versus leasing the facility to term.
- BHAC has had ongoing discussions regarding the possibility of operating a voluntary Sobering Center in the interim while awaiting the opening of the GCBH Recovery Center. BHAC will evaluate the response of interests received and submit a recommendation to the Board of County Commissioners.

Council provided comments and engaged in a question-and-answer session with Mr. Rasmussen.

Mr. Rasmussen then provided the following update to the Public Safety Sales Tax (PSST). In 2014, Benton County voters authorized an increase in local sales and use tax by three-tenths of one percent (0.3%), to fund criminal justice and public safety programs in Benton County. The tax revenues would be used for specific public safety needs and purposes. The PSST will expire on December 31, 2024, and the Board of County Commissioners has decided to place the PSST tax on the November 7, 2023 ballot to allow citizens to determine whether the tax should be renewed. A sunset date on the tax

will not be included in the proposed ballot proposition. Members of the Law and Justice Council have met regularly to discuss the expiration of the PSST, language for the PSST ballot proposition, and PSST Jurisdictional Spending Plans.

All members of the Law and Justice Council expressed the need for continued receipt of the PSST funds to maintain services, programs, and staff funded by the PSST. A firm has been retained to assist with the public education campaign to demonstrate to the community how the PSST funds have been utilized over the last ten (10) years.

Benton County Commissioner Alvarez invited Councilmembers to attend the Law and Justice Council meeting to be held the following day at the Benton County Justice Center located at 7122 Okanogan Place, Kennewick to receive additional information on the PSST expiration and possible next steps to consider should the tax not be renewed. Council engaged in a question-and-answer session with Mr. Rasmussen and Mr. Alvarez.

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

Public Hearing

1. Relinquishing a Utility Easement at 311 Van Giesen Street, Resolution No. 2023-121

Mayor Christensen opened the public hearing at 6:31 p.m. and closed the public hearing at 6:32 p.m. No testimony was offered.

2. Proposed 2023-2025 Collective Bargaining Agreement with the International Association of Firefighters Union Rank and File, Local No. 1052, Resolution No. 2023-122

Mayor Christensen opened and closed the public hearing at 6:32 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Karl Dye – 7130 Grandridge, Kennewick, WA – Karl Dye, President & CEO of Tri-City Development Council (TRIDEC), provided comments in support of the adoption of Resolution No. 2023- 118, Approving a Targeted Urban Area (TUA) Application submitted by ATI Specialty Alloys and Components. Mr. Dyke thanked the Richland Economic Development Department for their partnership and for leading the TUA tax exemption program in the state of Washington.
- Doug Kosie – 1683 Mountain Drive, Stephen, OR – Mr. Kosie, Senior Finance Director of ATI Specialty Alloys and Components, thanked Council for its consideration of the TUA application submitted by ATI Alloys and Components, listed on tonight's Consent Calendar. Mr. Kosie thanked Karl Dye of TRIDEC,

Economic Development Manager Wallner, and the entire Economic Development Department for their partnerships.

- Andrew Richardson – 213 George Washington Way, Richland, WA – Mr. Richardson stated he recently discovered the City purportedly intends to acquire a portion of his driveway for the South George Washington Way Intersection Improvements project. Mr. Richardson pointed out that George Washington Way is a busy street, and additional difficulties would be created for him when merging to or from GW Way, should the City acquire a portion of his driveway for the project. Mr. Richardson suggested the City explore other avenues to expand GW Way.
- Jim Berndt – 215 George Washington Way, Richland, WA: Mr. Berndt stated he through conversations he had with a surveyor contracted by the City, he discovered the City intends to widen South GW Way by acquiring a portion of his parking lane. Mr. Berndt spoke against the plan, citing difficulties it would create for the residents. Mr. Berndt stated residents have not been properly notified of the City's intentions and asked the City to consider exploring other avenues to expand GW Way.
- Connie Taresh – 217 George Washington Way, Richland, WA: Ms. Taresh agreed with statements made by Mr. Richardson and Mr. Berndt and asked Council to consider other options to alleviate traffic issues on South GW Way.
- Randy Slovic – 74 Newcomer St. Richland, WA – Ms. Slovic raised concerns over whether the City is following due process by providing sufficient notice to private property owners affected by City projects.
- Liz Van Clark – 1920 Pine Street, Richland, WA – Ms. Van Clark questioned whether granting property tax exemptions would be enough to secure a long-term commitment from companies after their tax exemption expires. Ms. Van Clark requested Council conduct additional research before approving property tax exemptions and consider whether the tax exemptions will result as a benefit or burden to the City in the long run.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. ALL THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES AND VANDYKE. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Minutes

3. Approval of the July 6, 2023 City Council Special Meeting Minutes and Ratifying the Port of Benton's Approval of the June 27, 2023 City Council Special Joint Workshop Meeting Minutes

Ordinances - First Reading

4. Ordinance No. 2023-17, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program

Ordinances - Second Reading & Passage

5. Ordinance No. 2023-14, Amending Richland Municipal Code Section 2.44.010 related to Membership on the LEOFF I Firefighters' Pension Board
6. Ordinance No. 2023-15, Amending Chapter 9.18 of the Richland Municipal Code related to Misuse of 911 Emergency Call System
7. Ordinance No. 2023-16, Amending Richland Municipal Code Title 9: Crime related to Controlled Substances Violations and Penalties

Resolutions – Adoption

8. Resolution No. 2023-93, Authorizing a Services Agreement with Hometown Connections, Inc. for Meter Data Management Software Services
9. Resolution No. 2023-113, Authorizing an Agreement with 3AC Engineering for Transformer Monitoring Installation Project Support
10. Resolution No. 2023-114, Authorizing an Energy Efficiency and Conservation Block Grant Application to the U.S. Department of Energy
11. Resolution No. 2023-115, Approving the Final Plat of Siena Hills - Phase 3
12. Resolution No. 2023-116, Awarding Commercial Facade Improvement Program Grant Funds to 610 The Parkway, LLC
13. Resolution No. 2023-117, Authorizing a Third Amendment to the Consultant Agreement with Northwest Code Professionals for Plan Review Services
14. Resolution No. 2023-118, Approving a Targeted Urban Area Application submitted by ATI Specialty Alloys and Components
15. Resolution No. 2023-119, Authorizing Award of Bid to C&E Trenching, L.L.C. for the Clubhouse Lane - Phase 2 Project

16. Resolution No. 2023-120, Authorizing a Fifth Amendment to the Professional Services Agreement with Rio & Foltz, PLLC

Items – Approval

None.

Expenditures – Approval

17. Expenditures from June 1, 2023 to June 30, 2023 for \$30,990,681.26 including Travel Check Nos. 20338- 20346, Accounts Payable Check Nos. 312260-313307, Accounts Payable Wire Nos. 9590-9632, Payroll Wires & ACH Nos. 13411-13462, Payroll Direct Deposit & Check Nos. 209046-210234, and Pension Check Nos. 6489-6512

Items of Business

18. Resolution No. 2023-112, Authorizing an Agreement with Energy Northwest for Badger Mountain Co-Location and Shared Equipment Use

Prior to discussion, Councilmember Lukson recused himself from this agenda item and exited Council Chambers due to his employment as legal counsel for Energy Northwest.

Energy Services Director Whitney explained that the proposed agreement with Energy NorthWest will reinstate an expired agreement to co-locate, operate and maintain radio equipment at facilities owned by Benton County Emergency Services (BCES) and Benton PUD (see Contract No. 13-033).

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-112, AUTHORIZING AN AGREEMENT WITH ENERGY NORTHWEST FOR BADGER MOUNTAIN CO-LOCATION AND SHARED EQUIPMENT USE. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. COUNCILMEMBER LUKSON RECUSED. MOTION CARRIED 5-0 WITH 1 RECUSAL.

Councilmember Lukson rejoined the meeting after the vote concluded on Item No. 18.

19. Resolution No. 2023-121, Relinquishing a Utility Easement at 311 Van Giesen Street

Public Works Director Rogalsky provided an overview of the proposed utility easement relinquishment. Staff supports the request for relinquishment as the easement is no longer needed for municipal purposes.

COUNCILMEMBER WHITTEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-121, RELINQUISHING A UTILITY EASEMENT AT 311 VAN GIESEN STREET. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND

COUNCILMEMBERS JONES, LUKSON, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

20. Resolution No. 2023-122, Approving the 2023-2025 Collective Bargaining Agreement with the International Association of Firefighters Union Local 1052 - Rank and File

Fire Chief Huntington highlighted amendments and additions to the proposed 2023-2025 Collective Bargaining Agreement. On June 29, 2023, The International Association of Firefighters Union (IAFF) Local 1052 – Rank and File (R&F) membership voted unanimously to ratify the proposed three (3) year Collective Bargaining Agreement (CBA).

Councilmember Lukson thanked staff for their work on this CBA.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-122, APPROVING THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION LOCAL 1052 – RANK AND FILE. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

21. Resolution No. 2023-123, Adopting Bonneville Power Administration's Load Forecast

Energy Services Director Whitney explained that Bonneville Power Administration (BPA) requires customers to provide a ten (10) year Load and Resource Customer (LaRC) forecast with annual updates due by September 1st. The LaRC will aid BPA in transmission planning and identify non-federal power resource commitments.

Energy Services Director Whitney provided an overview of how the LaRC is associated with the state's Carbon Commitment Act (CCA) and the Cap and Investment program. The City intends to maximize its carbon allowance through the CCA program.

Councilmember Jones thanked Energy Services Director Whitney for his leadership within the Energy Department.

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-123, ADOPTING BONNEVILLE POWER ADMINISTRATION'S LOAD FORECAST. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, LUKSON, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Amundson responded to public comments regarding the South George Washington Way Intersection Improvements project, indicating that the project was in preliminary stages and no eminent domain decisions had been made. Next, City Manager Amundson reminded Council that the annual National Night Out (NNO) event will be held on Tuesday, August 1, 2023 at Howard Amon Park from 5:00 - 7:30 p.m. Residents will have an opportunity to visit with representatives from the Richland Police Department and other city departments.

Council and the public were reminded that the regular City Council meeting will be held the following evening on August 2, 2023.

City Council

Mayor Pro Tem Richardson and Councilmembers Jones and Lukson had no comments.

Councilmember Whitten responded to public comments regarding the South George Washington Way Intersection Improvement project. Next, Councilmember Whitten thanked firefighters for their response to recent fire events. Lastly, Councilmember Whitten stated he was pleased that the City and IAFF-RF reached an agreement on a successor CBA that was acceptable to both parties.

Councilmember VanDyke thanked city staff for their timely negotiations and completion of negotiations with IAFF-RF. Next, Councilmember VanDyke expressed an interest in receiving an update on the recent fire at Top of the World park. Lastly, Councilmember VanDyke stated he will ask the chair of the Utility Advisory Committee to attend an upcoming Council meeting to provide an update on future energy concerns.

Mayor

Mayor Christensen had no comments.

Adjournment

Mayor Christensen adjourned the meeting at 7:15 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, July 25, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

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

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

Also present were City Manager Amundson, Deputy City Manager Schiessl, Fire Chief Huntington, Development Services Director Jensen, Finance Director Allen, Energy Services Director Whitney, Parks & Public Facilities Director Hester, Public Works Capital Projects Manager Williamson, and City Clerk Rogers.

Agenda Items

1. Preliminary Review of the Proposed Capital Improvement Plan Projects for 2024

City Manager Amundson announced the proposed preliminary Capital Improvement Plan (CIP) identifies capital projects submitted by each department, options for project financing, and a planning schedule. The City prepares a comprehensive capital projects list as part of the annual budget process. City Manager Amundson stated that Council's input during the preliminary review will assist in determining which proposed CIP projects will be included in the City Manager's 2024 Proposed Budget.

Finance Director Allen, Parks & Public Facilities Director Hester, Fire Chief Huntington, Development Services Director Jensen, Energy Services Director Whitney, and Public Works Capital Projects Manager Williamson provided a detailed overview of the itemized preliminary capital improvement projects by department, by project type, and by funding sources for budgeted years. In total, 53 project requests were submitted, with capital expenditures totaling \$10,200,000.00 in 2024.

Council called on staff to expand on certain projects and funding sources throughout the presentation. requested

City Manager Amundson reiterated that the projects presented are to be considered preliminary to the final CIP project list. Council thanked staff for their work in preparing the proposed preliminary CIP projects.

Closing Comments

City Manager Amundson thanked Council for reviewing the proposed CIP projects with

staff, and reminded Council that the project list is preliminary. Mayor Christensen thanked staff for reviewing the proposed CIP projects with Council, adding the information shared has been helpful and beneficial. Councilmembers Kent and VanDyke thanked the Executive Leadership Team for compiling the detailed project list for Council review.

City Manager Amundson reminded Council that the annual National Night Out (NNO) event will take place on Tuesday, August 1, 2023 at Howard Amon Park from 5:00 -7:30 p.m., and the Council meeting will be held the following evening on Wednesday, August 2, 2023.

Adjournment

Mayor Christensen adjourned the meeting at 8:16 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2023-17, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program

Department/Office
Police

Ordinance/Resolution Number:
2023-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-17, amending the 2023 Budget in the General Fund in support of the RPD Officer Resiliency Program.

Summary:

The Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community.

On February 21, 2023, Richland City Council approved Resolution No. 2023-29, authorizing a consultant agreement with Obsidian Forensics for the provision of behavioral health services for the Richland Police Department Officer Resiliency Program.

On July 6, 2023, Richland City Council approved Resolution No. 2023-109, authorizing a grant agreement with the Washington State Criminal Justice Training Commission (WSCJTC) to accept grant funds in the amount of \$69,600 for continued implementation of the Richland Police Department Officer Resiliency Program.

The purpose of proposed Ordinance No. 2023-17 is to appropriate the funds received from the WSCJTC in the 2023 Budget so they can be used to pay for the services provided by Obsidian Forensics. Since this action involves appropriating new revenue instead of existing unappropriated fund balance, no public hearing is required.

Staff recommends approval of Ordinance No. 2023-17 for second reading and passage.

Fiscal Impact: New revenue in the amount of \$69,600 has been granted to the City of Richland by the Washington State Criminal Justice Training Commission. No match is required.

Attachments:

I. Ordinance No. 2023-17

ORDINANCE NO. 2023-17

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2023 BUDGET TO PROVIDE FOR ADDITIONAL
APPROPRIATIONS IN THE CITY'S GENERAL FUND.**

WHEREAS, on November 15, 2022, Richland City Council passed Ordinance No. 2022-39, approving the 2023 Budget; and

WHEREAS, the Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, on February 21, 2023, Richland City Council approved Resolution No. 2023-29, authorizing a consultant agreement with Obsidian Forensics for the provision of behavioral health services for the Richland Police Department Officer Resiliency Program; and

WHEREAS, on July 6, 2023, Richland City Council approved Resolution No. 2023-109, authorizing a grant agreement with the Washington State Criminal Justice Training Commission in the amount of \$69,600 for the continued implementation of the Richland Police Department Officer Resiliency Program; and

WHEREAS, the grant funds provided by the Washington State Criminal Justice Training Commission have been accepted by the City of Richland and must now be appropriated in the 2023 Budget for use.

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

Section 1. Amendment of the 2023 Budget. The 2023 Budget is hereby amended to provide additional appropriations in the General Fund from the Washington State Criminal Justice Training Commission grant as follows:

Fund

Current Appropriation: \$79,901,856

Increase in Appropriation: \$ 69,600

Amended Appropriation: \$79,971,456

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

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PASSED by the City Council of the City of Richland, Washington, at a special meeting on the 2nd day of August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: July 18, 2023

Second Reading: August 2, 2023

Date Published: August 6, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-125, Authorizing Grant Applications to the Washington State Transportation Improvement Board's Urban Arterial Program and Active Transportation Program

Department/Office
Public Works

Ordinance/Resolution Number:
2023-125

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-125, authorizing grant applications to the Washington State Transportation Improvement Board Urban Arterial Program and Active Transportation Program for the Gage Boulevard Improvements and Vantage Pathway - Phase 3 projects.

Summary:

The Washington State Transportation Improvement Board (TIB) offers grant programs that enable municipalities to make costly improvements to their transportation systems. The TIB has issued a Call for Projects for its 2023 Urban Arterial Program and its Active Transportation Program.

The purpose of the Urban Arterial Program is to fund projects in the areas of safety, growth and development, mobility, and physical condition. Local matching funds are required, with additional rating points available for committing more than the minimum required match. The Gage Boulevard Improvements Project between Morency Drive and Penny Royal Avenue is an eligible project with features that align closely with the TIB's policy goals.

The purpose of the Active Transportation Program is to fund projects that improve pedestrian and cyclist safety, system continuity, and active transportation mobility. The Vantage Pathway - Phase 3 project creates a desirable active transportation connection along State Route 240 (SR-240) in north Richland that will connect Twin Bridges Road to where the pathway currently ends at Kingsgate Way.

Both the Gage Boulevard Improvements project and the Vantage Pathway - Phase 3 project are on the City's adopted 2024-2029 Transportation Improvement Program (TIP). If funded, these projects will enhance travel safety and mobility for all modes of travel and advance the City's Complete Street Policy and Americans with Disabilities Act (ADA) Transition Plan implementation.

Staff recommends adoption of Resolution No. 2023-125.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 2023-125

RESOLUTION NO. 2023-125

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING GRANT APPLICATIONS TO THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD’S URBAN ARTERIAL PROGRAM AND ACTIVE TRANSPORTATION PROGRAM.

WHEREAS, the Washington State Transportation Improvement Board (TIB) offers grant programs that enable municipalities to make costly improvements to their transportation systems; and

WHEREAS, the TIB has issued a Call for Projects for its 2023 Urban Arterial Program and its Active Transportation Program (the “Programs”); and

WHEREAS, the purpose of the Urban Arterial Program is to fund projects in the areas of safety, growth and development, mobility, and physical condition; and

WHEREAS, local matching funds are required, with additional rating points available for committing more than the minimum required match; and

WHEREAS, the Gage Boulevard Improvements project between Morency Drive and Penny Royal Avenue is an eligible project, the features of which align closely with the TIB’s policy goals; and

WHEREAS, the purpose of the Active Transportation Program is to fund projects that improve pedestrian and cyclist safety, system continuity, and active transportation mobility; and

WHEREAS, the Vantage Highway Pathway – Phase 3 project is a desirable active transportation connection along State Route 240 (SR-240) in north Richland that will connect Twin Bridges Road to where the pathway currently ends at Kingsgate Way; and

WHEREAS, both the Gage Boulevard Improvements and Vantage Highway Pathway – Phase 3 projects are included in the City’s adopted 2024-2029 Transportation Improvement Program; and

WHEREAS, if funded, these projects will enhance travel safety and mobility for all modes of travel and advance the City of Richland’s Complete Street Policy and Americans with Disabilities Act (ADA) Transition Plan implementation; and

WHEREAS, the City’s best interests are served by obtaining TIB grant funds for these projects to make them financially feasible.

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit grant applications to the Washington State Transportation Improvement Board Urban Arterial and Active Transportation Programs for the Gage Boulevard Improvements and Vantage Highway Pathway – Phase 3 projects.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 2nd day of August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-126, Declaring Surplus and Authorizing Sale of Property Located at 150 Keene Road

Department/Office
Development Services

Ordinance/Resolution Number:
2023-126

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-126, authorizing the surplus of real property located within the Keene Road Trail corridor at 150 Keene Road as provided therein.

Summary:

The City owns approximately 5.44 acres of park property along a segment of the Keene Road Trail corridor adjacent to and north of the two retail center properties located at 112-120 Keene Road and 130-138 Keene Road. These retail properties occupy land that was once owned by the City and sold for private development.

In June 2022, the owner of the retail center properties expressed interest in the possibility of purchasing a portion of the adjacent trail corridor property. The subject property is under a 20-year maintenance agreement formed by the original owner of the retail center that is set to expire in 2029. The private party maintenance obligation has been difficult to enforce, resulting in complaints and an unbudgeted burden on City resources.

Rather than pursue negotiations with the City for a new maintenance agreement, the current owner of the retail center wishes to end the maintenance agreement prior to 2029 and purchase a two-acre portion of the 5.44-acre park property to expand its existing commercial development. The portion of park property proposed for surplus is no longer needed for municipal purposes. As part of the negotiation process, staff informed the owner that new curb cuts will not be permitted along Keene Road, and that access will need to come from the existing retail center driveways. This will require the owner of the retail center to combine the surplus property and the retail properties through a boundary line adjustment.

Surplus of the subject property received a favorable recommendation from the Parks & Recreation Commission (PRC) on March 9, 2023, and a favorable recommendation from the Economic Development Committee (EDC) on March 20, 2023. The Planning Commission reviewed the proposed surplus on April 19, 2023 when it held a duly advertised public hearing and recommended approval. If surplus is authorized, any successfully negotiated purchase and sale agreement between the parties will be presented for City Council's consideration.

Staff recommends adoption of Resolution No. 2023-126.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-126
2. Site Map - 150 Keene Road Surplus
3. Zoning Map - 150 Keene Road Surplus
4. Utility Map - 150 Keene Road Surplus

RESOLUTION NO. 2023-126

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, DECLARING CERTAIN REAL PROPERTY LOCATED ADJACENT TO AND NORTH OF 112-120 KEENE ROAD AND 130-138 KEENE ROAD SURPLUS TO THE CITY'S NEEDS AND AVAILABLE TO SELL.

WHEREAS, the City owns approximately 5.44 acres of park property located along the Keene Road Trail corridor, adjacent to and north of two (2) retail center properties located at 112-120 Keene Road and 130-138 Keene Road, respectively; and

WHEREAS, the adjacent retail center properties were once owned by the City of Richland and sold for commercial development to KTV, Inc. in 2007; and

WHEREAS, as a condition of the City approving the purchase and sale agreement, KTV, Inc. agreed to maintain the park property for twenty (20) years; and

WHEREAS, over time, the maintenance obligation has proven difficult to enforce, resulting in complaints and unbudgeted burden on City resources; and

WHEREAS, the twenty (20) year maintenance obligation will expire in 2029; and

WHEREAS, rather than pursue negotiations with the City for a new maintenance agreement, the current owner of the retail center properties desires to purchase a portion of the 5.44 acre City-owned park property to expand commercial development in this area; and

WHEREAS, the portion of the 5.44-acre park property proposed for surplus is no longer needed for municipal purposes; and

WHEREAS, the property owner of the retail properties will combine the surplus property with the retail properties located at 112-120 Keene Road through a Boundary Line Adjustment due to the lack of direct access from Keene Road; and

WHEREAS, the proposed surplus action received a favorable recommendation from the Richland Parks & Recreation Commission (PRC) on March 9, 2023 and the Economic Development Committee (EDC) on March 20, 2023; and

WHEREAS, in accordance with RMC 3.06.030, the Richland Planning Commission held a duly advertised public hearing on April 19, 2023 to take testimony on the proposed surplus action. No public comment was offered. At the close of the public hearing, the Planning Commission favorably recommended surplus of the property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the real property identified as the "Area of Proposed Surplus" in the attached **Exhibit A** is no longer needed for municipal purposes and therefore surplus to the City's needs.

BE IT FURTHER RESOLVED that staff is authorized to negotiate the sale of the surplus property to the abutting property owner at 112-120 Keene Road.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 2nd day of August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SURVEYOR'S NOTES:

1. BASIS OF BEARING: WASHINGTON STATE PLANE (SOUTH ZONE) NAD83(2011) DATUM BASED ON RTK GNSS OBSERVATIONS. DISTANCES ARE 'GROUND' SCALED FROM STATE PLANE GRID USING A COMBINED FACTOR OF 0.99991360 (1.00008641) FROM LATITUDE 46°13'45.6"N AND LONGITUDE 119°15'57.5"W
2. ● = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP (YPC) STAMPED "DRPJR 38024" OR MONUMENT AS NOTED
3. ●* = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "USKH 25893"
4. ●** = DENOTES FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP (OPC) STAMPED "DPB RSI 41028"
5. ○ = DENOTES SET 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB RSI 41028"
6. ∅ = DENOTES COMPUTED POSITION, NOT SET
7. (M) = MEASURED PER THIS SURVEY (C) = COMPUTED
(R1) = RECORD PER SURVEY 3796 (A.F.# 2007-032336)
(R2) = RECORD PER SURVEY 3334 (A.F.# 2011-029816)
8. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH DUAL FREQUENCY GNSS RECEIVERS CONFIGURED FOR REAL TIME KINEMATIC SURVEYING
9. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS IF ANY OTHERS EXIST
10. MONUMENTS WERE VISITED: MARCH 10, 2023

EXISTING LEGAL DESCRIPTIONS:

(PER STATUTORY WARRANTY DEED AF#2020-000857)
LOT 2, SHORT PLAT NO. 3334, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2011-029816, RECORDS OF BENTON COUNTY, WASHINGTON.

(SEE STATUTORY WARRANTY DEED AF# 2008-006870)

LOT 2 OF SHORT PLAT NO. 2770, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON:

EXCEPT THAT PORTION OF LOT 2, SHORT PLAT 2770, AN AMENDMENT OF SHORT PLAT 2734, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT 2770, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 15°27'21" EAST A DISTANCE OF 85.00 FEET, LEAVING SAID CORNER ALONG A LINE COMMON TO LOT 2 AND LOT 3 OF SAID SHORT PLAT 2770 TO A POINT; THENCE NORTH 74°32'39" WEST A DISTANCE OF 627.98 FEET, LEAVING SAID COMMON LINE TO A POINT; THENCE SOUTH 36°53'29" WEST (A RADIAL BEARING), A DISTANCE OF 49.46 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY OF KEENE ROAD, AS SHOWN ON SAID SHORT PLAT 2770, SAID CURVE HAVING A RADIUS OF 790.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.93 FEET, THROUGH A CENTRAL ANGLE OF 6°44'23" TO THE NORTHWEST CORNER OF SAID LOT 1, OF SAID SHORT PLAT 2770; THENCE SOUTH 74°32'39" EAST A DISTANCE OF 561.75 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1, TO THE TRUE POINT OF BEGINNING.

RECORD SURVEY

FOR A BOUNDARY LINE ADJUSTMENT
LOCATED IN A PORTION OF THE SE 1/4 OF SECTION 26,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

TRANSFER LEGAL DESCRIPTION:

THAT PORTION OF LOT 2, SHORT PLAT 2770, AN AMENDMENT OF SHORT PLAT 2734, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 3334, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2011-029816, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 15°52'55" EAST 132.32 FEET ALONG THE WEST LINE OF LOT 3 OF SAID SHORT PLAT 2770 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 75°27'58" WEST 661.56 FEET; THENCE SOUTH 89°52'27" WEST 201.31 FEET; THENCE SOUTH 0°44'24" WEST 7.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 839.44 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 60°36'50" EAST 231.15 FEET); THENCE SOUTHEASTERLY 231.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°49'39" TO THE NORTHERLY MOST CORNER OF LOT 1, SAID SHORT PLAT 3334; THENCE SOUTH 74°07'44" EAST 434.12 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 74°06'32" EAST 194.02 FEET ALONG THE NORTH LINE OF LOT 2 SAID SHORT PLAT 3334 TO THE POINT OF BEGINNING.

CONTAINS 2.12 ACRES, MORE OR LESS.

NEW LEGAL DESCRIPTIONS:

PARCEL A:

LOT 2, SHORT PLAT NO. 3334, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2011-029816, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 2, SHORT PLAT 2770, AN AMENDMENT OF SHORT PLAT 2734, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT NO. 3334,; THENCE NORTH 15°52'55" EAST 132.32 FEET ALONG THE WEST LINE OF LOT 3 OF SAID SHORT PLAT 2770 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 75°27'58" WEST 661.56 FEET; THENCE SOUTH 89°52'27" WEST 201.31 FEET; THENCE SOUTH 0°44'24" WEST 7.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 839.44 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 60°36'50" EAST 231.15 FEET); THENCE SOUTHEASTERLY 231.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°49'39" TO THE NORTHERLY MOST CORNER OF LOT 1, SAID SHORT PLAT 3334; THENCE SOUTH 74°07'44" EAST 434.12 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 74°06'32" EAST 194.02 FEET ALONG THE NORTH LINE OF LOT 2 SAID SHORT PLAT 3334 TO THE POINT OF BEGINNING.

CONTAINS 3.05 ACRES, MORE OR LESS.

PARCEL B:

LOT 2 OF SHORT PLAT NO. 2770, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON:

EXCEPT THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SHORT PLAT NO. 3334, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2011-029816, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 15°52'55" EAST 132.32 FEET ALONG THE WEST LINE OF LOT 3 OF SAID SHORT PLAT 2770 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 75°27'58" WEST 661.56 FEET; THENCE SOUTH 89°52'27" WEST 201.31 FEET; THENCE SOUTH 0°44'24" WEST 7.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 839.44 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 60°36'50" EAST 231.15 FEET); THENCE SOUTHEASTERLY 231.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°49'39" TO THE NORTHERLY MOST CORNER OF LOT 1, SAID SHORT PLAT 3334; THENCE SOUTH 74°07'44" EAST 434.12 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 74°06'32" EAST 194.02 FEET ALONG THE NORTH LINE OF LOT 2 SAID SHORT PLAT 3334 TO THE POINT OF BEGINNING.

CONTAINS 3.32 ACRES, MORE OR LESS.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ A.D., AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF SURVEYS, PAGE _____, AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR

AUDITOR'S FILE NUMBER
REV: NONE

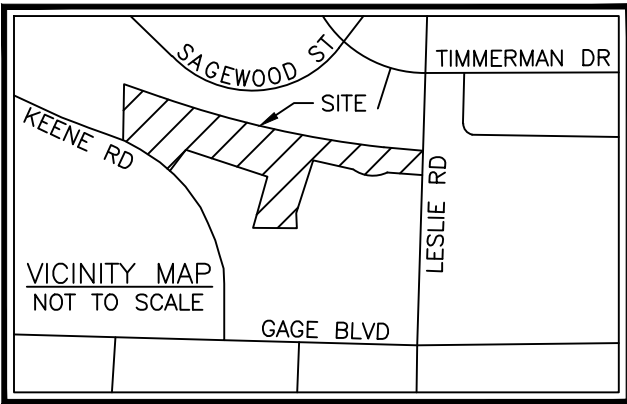
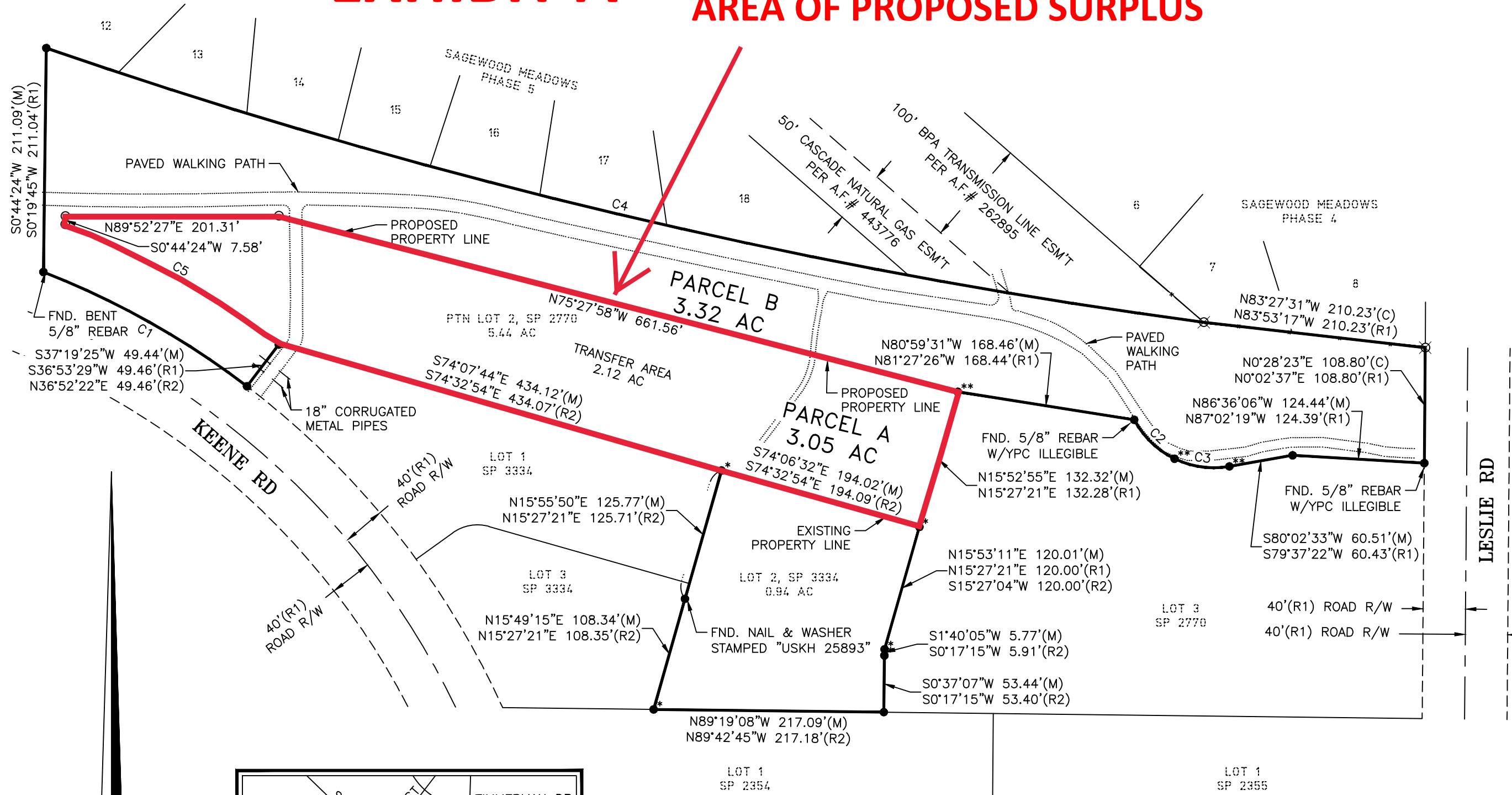
CLIENT LAMBERT PROPERTIES LLC JOB 08923

PROJECT BOUNDARY LINE ADJUSTMENT
PTN OF SE1/4 SEC 26, T9N, R28E, WM

DRN. BY MPL SCALE 1"=100' F. B. NO. BK 887 ACAD VER - C3D21 SHEET 1 OF 1
APPROVED DPB DATE 03/17/2023 FILE: 08923.DWG

EXHIBIT A

AREA OF PROPOSED SURPLUS

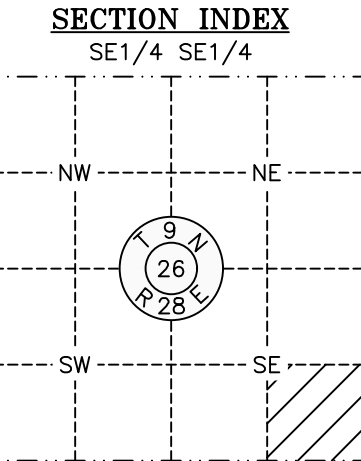
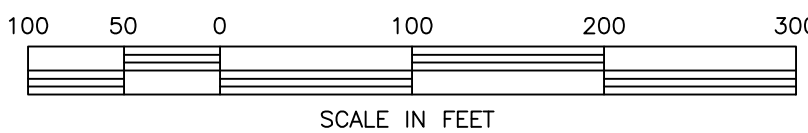


SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LAMBERT PROPERTIES LLC IN MARCH 2023.

DAVID P. BAALMAN LS#41028

DATE

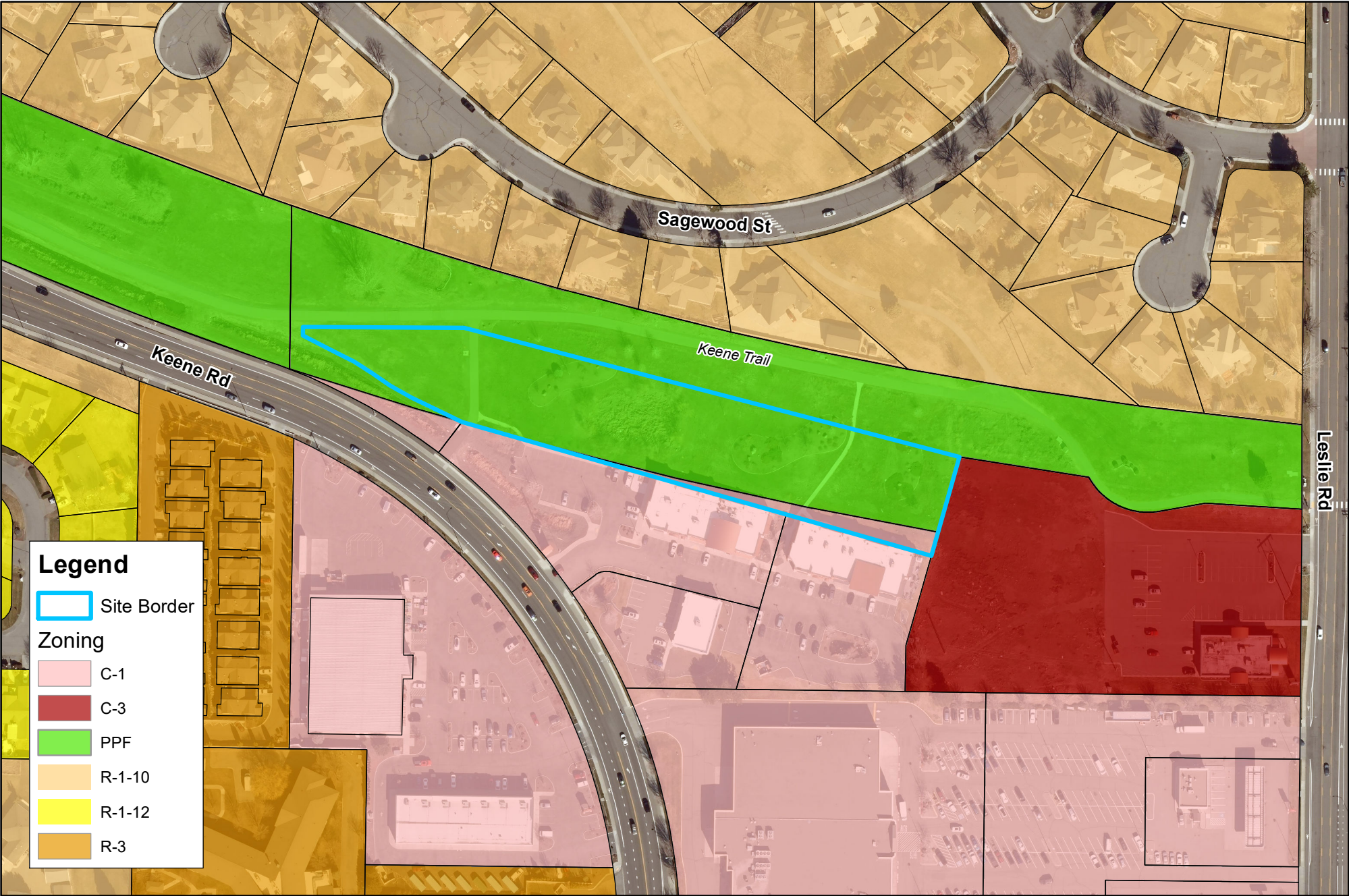
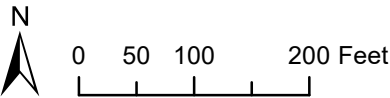


ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com



Zoning Map

Item: 150 Keene Road Surplus



Legend

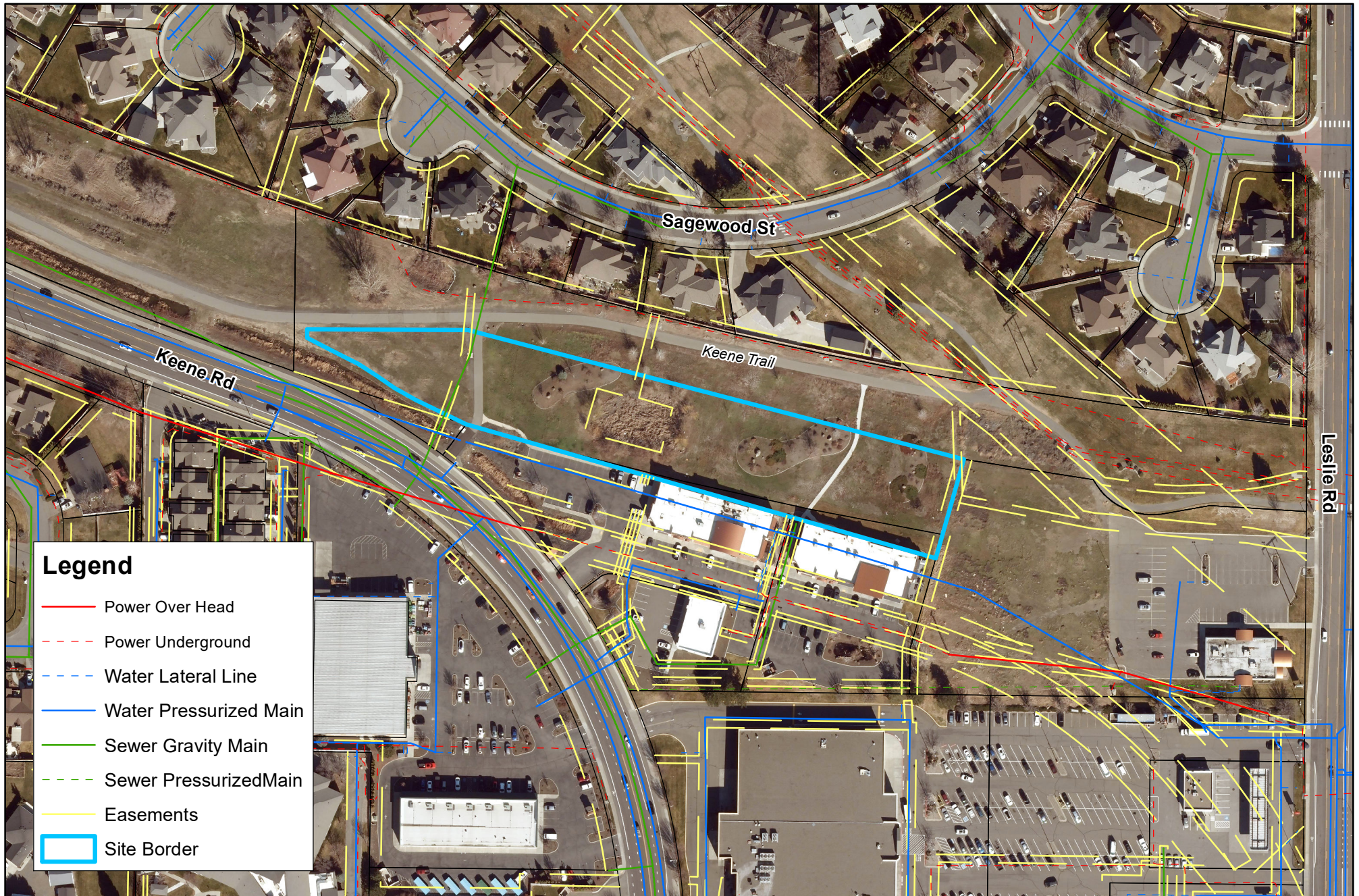
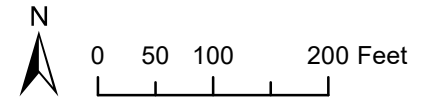
Site Border

Zoning

- C-1
- C-3
- PPF
- R-1-10
- R-1-12
- R-3

Utility Map

Item: 150 Keene Road Surplus





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-127, Authorizing a Purchase Agreement with States Manufacturing for Procurement of Metalclad Switchgear for Stevens and Thayer Substations

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-127

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-127, authorizing the City Manager to sign and execute a purchase agreement with States Manufacturing for the procurement of two (2) metalclad switchgear units for Stevens and Thayer Substations.

Summary:

The proposed purchase agreement is for two (2) 15 kV metalclad switchgear with walkways that will be located at Stevens Substation and Thayer Substation. Richland Energy Services (RES) is rebuilding Stevens Substation Bank I and Thayer Substation Bank I to support existing load and increase reliability for both substations. The existing metalclad switchgear units at each substation were constructed and have been operating since 1948.

A formal invitation to bid process was completed to solicit bids for two metalclad switchgear units. Four (4) bids were received and evaluated for compliance with RES specifications and total life cycle cost. States Manufacturing, of Champlin, Minnesota, was selected as the lowest responsive bidder.

Staff recommends adoption of Resolution No. 2023-127.

Fiscal Impact:

Funding for the purchase of the metalclad switchgear in the amount of \$2,275,600 including tax is included in the City's approved 2022-2027 Capital Improvement Plan and will be funded from the Electric Fund in the City's 2024 and 2025 budgets.

Attachments:

1. Resolution No. 2023-127
2. ITB 23-0066 Bid Tab

RESOLUTION NO. 2023-127

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AGREEMENT WITH STATES
MANUFACTURING FOR THE PURCHASE OF TWO METALCLAD
SWITCHGEARS FOR THE STEVENS SUBSTATION BANK 1 AND
THAYER SUBSTATION BANK 1 REBUILDS.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, the City is taking affirmative steps to continue to support existing load and to increase reliability for the Stevens and Thayer Substations, which contain two of the City's smallest and oldest banks constructed in 1948; and

WHEREAS, the rebuild of the Stevens Substation Bank 1 and Thayer Substation Bank 1, as well as the associated purchase of new metalclad switchgear for each, is identified in the City's 2022-2027 Capital Improvement Plan (CIP); and

WHEREAS, the proposed annual budget for calendar years 2024 and 2025 will include substation material purchase costs in the Electric Fund in the amount of \$5,500,000; and

WHEREAS, the City issued Solicitation No. 23-0066 in accordance with the City's purchasing policies and opened four (4) bids on June 20, 2023; and

WHEREAS, while JST Power Equipment, Inc. submitted the lowest responsive bid, the company's market experience did not meet the City's requirement of greater than ten (10) years in service, and they were therefore disqualified; and

WHEREAS, States Manufacturing Corporation submitted the next lowest responsive bid in the amount of \$2,093,468.26 for the purchase of two (2) units excluding sales tax; and

WHEREAS, the City's best interests are served by completing the projects in accordance with the 2022-2027 CIP, project design and lowest responsible bid.

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 agreement with States Manufacturing Corporation in the amount of \$2,275,600.00, inclusive of sales tax, for the purchase of two (2) metalclad switchgears in support of the City's 2022-2027 Capital Improvement Plan.

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 special meeting on the 2nd day August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland

DATE BIDS OPENED: 6/20/2023				ITB #23-0066			
ITB 23-0066 Metalclad Switchgear New - Rebid							
States Manufacturing Champlin, MN				Pacific Power Reps Lakemary, FL			
Unit Price		Total Price		Unit Price		Total Price	

SCHEDULE A - BASE BID							
A1	Metalclad Switchgear per specifications	2	LS	1,046,734.13	2,093,468.26	BID REJECTED	
A2	Delivery method			TRUCK			
A3	Number of weeks for delivery ARO			80			
Delivery Schedule							
	Describe schedule, after receipt of order, for transmittal of approval drawings:			12-14 weeks			
	Describe schedule, after receipt of order for delivery F.O.B. Destination Unloaded on Substation Pad or storage pad at substation site.			80 weeks ARO			
Exceptions to bid							
Exceptions				NO			
SCHEDULE A - BASE BID SUBTOTAL				\$2,093,468.26			
8.7% SALES TAX				182,131.74			
SCHEDULE A - BASE BID TOTAL				*corrected	\$2,275,600.00	BID REJECTED	

				Myers Power Products Ontario, CA		McLaren, Inc. (Switchgear Power Systems) Winneconne, WI	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID						
A1	Metalclad Switchgear per specifications	2	LS	1,082,788.41	2,165,576.82	1,150,605.00	2,301,210.00
A2	Delivery method			TRUCK		TRUCK	
A3	Number of weeks for delivery ARO			84		82-88	
	Delivery Schedule						
	Describe schedule, after receipt of order, for transmittal of approval drawings:			16-24 weeks ARO		14-16 weeks ARO	
	Describe schedule, after receipt of order for delivery F.O.B. Destination Unloaded on Substation Pad or storage pad at substation site.			Approval drawings: 16-14 weeks ARO. Customer approval: 2 weeks. Delivery: 66 weeks ARAD or 84 weeks ARO, whichever is greater.		Estimated approval drawing lead time: 14-16 weeks ARO. Estimated equipment lead time: 68-72 weeks after drawing approval & release for construction	
	Exceptions to bid						
	Exceptions			YES		YES	
	Notes			drawings less one-line diagram		no letter of commitment, drawings, design test, production tests provided	
SCHEDULE A - BASE BID SUBTOTAL				\$2,165,576.82		\$2,301,210.00	
8.7% SALES TAX				188,405.18		200,205.27	
SCHEDULE A - BASE BID TOTAL				*corrected	\$2,353,982.00	\$2,501,415.27	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-128, Authorizing an Internet Crimes Against Children Memorandum of Understanding with the Seattle Police Department

Department/Office
Police

Ordinance/Resolution Number:
2023-128

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-128, authorizing the City Manager to sign and execute a memorandum of understanding with the Seattle Police Department for funding to purchase forensic hardware, software, and training for use in Internet Crimes Against Children (ICAC) investigations.

Summary:

The Seattle Police Department (SPD) receives funding to support the investigation and prosecution of Internet Crimes Against Children (ICAC) crimes. The Richland Police Department is a member of the ICAC Task Force and a recipient of shared funding from SPD.

These funds shall help cover the costs of forensic hardware, software, and training for the Richland Police Department to use in ICAC investigations. The funding shall not exceed \$55,000. The agreement period is from June 1, 2023 to September 30, 2024.

Staff recommends adoption of Resolution No. 2023-128.

Fiscal Impact: \$55,000 will be made available to the Richland Police Department through this SPD ICAC MOU.

Attachments:

1. Resolution No. 2023-128
2. Proposed Seattle ICAC MOU with RPD

RESOLUTION NO. 2023-128

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH
THE SEATTLE POLICE DEPARTMENT FOR THE PURCHASE OF
FORENSIC HARDWARE AND SOFTWARE FOR USE IN
INTERNET CRIMES AGAINST CHILDREN INVESTIGATIONS.**

WHEREAS, the Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force; and

WHEREAS, the Richland Police Department is a member of the ICAC Task Force, and requires funding to support its investigations and prosecution of ICAC crimes; and

WHEREAS, the Seattle Police Department receives funding to support investigations and prosecution of ICAC crimes, and desires to share this funding with Task Force members; and

WHEREAS, if approved, the Richland Police Department will seek reimbursement of up to \$55,000 for approved forensic hardware, software and training used in ICAC investigations from June 1, 2023 to September 30, 2024.

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 Memorandum of Understanding with the Seattle Police Department for the purchase of forensic hardware, software and training for use in ICAC investigations.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 2nd day of August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



MEMORANDUM OF UNDERSTANDING

City of Richland
Richland Police Department
625 Swift Blvd
Richland, WA 99352

THIS AGREEMENT is made and entered into by and between the City of Seattle Police, hereinafter referred to as "SPD" and the City of Richland on behalf of the Richland Police Department, hereinafter referred to as "RPD".

WHEREAS, The Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force;

WHEREAS, RPD, is a member of the ICAC Task Force and requires funding to support its investigation and prosecution of ICAC crimes;

WHEREAS, The Seattle Police Department receives funding to support investigation and prosecution of ICAC crimes and wishes to share this funding with Task Force Members to further the mission of the Task Force;

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

IT IS THEREFORE MUTUALLY AGREED THAT:

This agreement is to support RPD's ICAC overtime, travel/training, equipment, and software necessary for ICAC investigations.

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and RPD shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This Agreement shall begin June 1, 2023 and terminates September 30, 2024. This agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

PAYMENT

SPD will pay RPD for work covered in the Scope of Work for actual costs incurred by RPD.

The funding limit shall not exceed **\$55,000** and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by RPD. In no event, shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

All requests for travel reimbursement will include receipts for all claimed travel expenses, with the exception of meals. The Recipient shall submit requests for reimbursement in accordance with the following restrictions:

- Lodging expenses shall not exceed the federal lodging rates.
- Travel expenses shall be the most economical rate available in coach
- Meal expenses must be in accordance with the federal per diem rates.
- Ground travel expenses, only as necessary
- Parking expenses, only as necessary.

SPD will pay RPD pursuant to the following provisions, unless otherwise agreed in writing:

1. RPD shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the month in which the Services were performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to the issuance of a notice to begin work, or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, RPD shall submit invoices and appropriate supporting materials to:
Seattle Police Department
Attn: Fiscal Office
PO Box 34986
Seattle, WA 98124-4986
spdap@seattle.gov
3. RPD agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract, and will label the invoice "FINAL BILL."

INDEMNIFICATION AND HOLD HARMLESS

RPD shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- The sole negligence or willful misconduct of RPD, its officials, officers, employees, and agents;
- The concurrent negligence of RPD, its officials, officers, employees, or agents but only to the extent of the negligence of RPD, its officials, officers, employees, and agents;
- The negligent performance or non-performance of the contract by RPD; and

Company waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents, and employees.

INSURANCE

The RPD agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Membership in a risk pool and evidence of comparable coverage satisfies the

insurance requirements of this section. Workers compensation insurance shall also be maintained if required by Washington state law.

TERMINATION

Either party may terminate this Agreement without recourse by the other party upon written notice to terminate. Notice of termination shall be given by the party terminating this Agreement to the other, not fewer than fifteen (15) business days prior to the effective date of termination.

AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee as follows:

Richland Police Department	Seattle Police Department
Name: Chief Brigit Clary	Name: Kelly Crouch
Phone: 509-942-7774	Phone: 206.386.9140
Email: bclary@ci.richland.wa.us	Email: Kelly.crouch@seattle.gov

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

**CITY OF RICHLAND for the
RICHLAND POLICE DEPARTMENT**

SEATTLE POLICE DEPARTMENT

Name: Jon Amundson, ICMA-CM
Title: City Manager

Brian G. Maxey
Chief Operating Officer

Date: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Travel for Mayor Pro Tem Richardson to attend the Energy Communities Alliance National Cleanup Workshop in Arlington, Virginia

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Mayor Pro Tem Richardson to attend the Energy Communities Alliance (ECA) conference in Arlington, Virginia from September 10 - 14, 2023.

Summary:

Mayor Pro Tem Richardson plans to attend the Energy Communities Alliance (ECA) National Cleanup Workshop in Arlington, Virginia from September 10-14, 2023.

The Energy Communities Alliance (ECA) is the only non-profit, membership organization of local governments adjacent to or impacted by U.S. Department of Energy activities. This workshop brings together local government officials to share information, establish policy positions, and promote community interests in coordination with the Department of Energy.

Richland Municipal Code (RMC) Sections 1.01.040 and 2.26.062 require Council approval for travel which requires either an overnight stay, the use of commercial transportation to travel outside of Washington State or when expenses exceed \$500.

Fiscal Impact:

Anticipated expenses are \$3,450.89. Many of these expenses will be reimbursed by ECA. City Council has an adequate budget to cover costs not reimbursed.

Attachments:

- I. National Cleanup Workshop



**NATIONAL
CLEANUP
WORKSHOP**

[HOME](#)[REGISTRATION](#)[2023 AGENDA](#)[HOTEL & TRAVEL](#)[SPONSORS](#)[2022 PROCEEDINGS](#)[CONTACT US](#)

**NATIONAL
CLEANUP
WORKSHOP**

Registration is Open!

September 11 - 13, 2023

Crystal Gateway Marriott - Arlington, VA

Register today! to hear from senior DOE leaders, local government officials, and industry leaders about the future of DOE's Environmental Management program. *Rates increase on July 1, 2023.

See who's speaking at the Workshop:

Jennifer M. Granholm | U.S. Secretary of Energy

William "Ike" White | Senior Advisor for Environmental Management, DOE-EM

Jeffrey Avery | Principal Deputy Assistant Secretary, DOE-EM

Dae Chung | Associate Principal Deputy Assistant Secretary for Corporate Services, DOE-EM

Brent Gerry | Mayor, City of West Richland, WA; Chair, ECA

Rebecca Casper | Mayor, City of Idaho Falls, ID; Vice-Chair, ECA

And more!

[VIEW THE AGENDA](#)

Learn more about NCW 2023:

The NCW brings together more than 700 senior DOE executives, officials from DOE sites, industry leaders, local elected officials, and other stakeholders to discuss the progress the DOE Office of Environmental Management (EM) is making to address the environmental legacy of the Manhattan Project and Cold War-era U.S. nuclear weapons program.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Travel for Mayor Pro Tem Richardson and Councilmember VanDyke to attend the Energy Communities Alliance Manhattan Project National Historical Park Meeting in Los Alamos, New Mexico

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Mayor Pro Tem Richardson and Councilmember VanDyke to attend the Energy Communities Alliance (ECA) Manhattan Project National Historical Park Meeting in Los Alamos, New Mexico from August 14 - 18, 2023.

Summary:

Mayor Pro Tem Richardson and Councilmember VanDyke plan to attend the Energy Communities Alliance (ECA) Manhattan Project National Historical Park Meeting in Los Alamos, New Mexico, from August 14 - 18, 2023.

The Energy Communities Alliance (ECA) is the only non-profit, membership organization of local governments adjacent to or impacted by U.S. Department of Energy activities. The communities in and around Oak Ridge, Tennessee; Los Alamos, New Mexico; and Richland, Washington each played an essential role in the top-secret Manhattan Project that defined the end of World War II. The Energy Communities Alliance (ECA) is pleased to convene the next meeting of leaders from the communities hosting and directly impacted by activities at these sites to provide updates on the status of the Manhattan Project National Historical Park, to share information and strategies for success, and to plan for future implementation of the Park.

Richland Municipal Code (RMC) Sections 1.01.040 and 2.26.062 require Council approval for travel which requires either an overnight stay, the use of commercial transportation to travel outside of Washington State or when expenses exceed \$500.

Fiscal Impact:

Anticipated expenses are \$4,000. Many of these expenses will be reimbursed by ECA. City Council has an adequate budget to cover costs not reimbursed.

Attachments:

- I. Manhattan Project National Historical Park Meeting Draft Agenda



Manhattan Project National Historical Park Meeting

**Los Alamos County Building
1000 Central Ave, Los Alamos, NM**

August 16 – 17, 2023

WEDNESDAY, AUGUST 16

8:00 am – 12:30pm	Tour of the Manhattan Project National Historical Park at the Los Alamos National Laboratory (Group 1)
12:30 pm – 2:00 pm	LUNCH – Welcome from Los Alamos Elected Officials, DOE and DOI
2:00 pm – 2:15pm	Update from National Park Service Wendy Berhman , Superintendent, Manhattan Project National Historical Park
2:15pm – 2:30 pm	Update from DOE
2:30 pm – 3:15pm	Los Alamos Community Update
3:15 pm – 3:30 pm	BREAK
3:30 pm – 4:15 pm	Oak Ridge Community Update
4:15 pm – 5:00 pm	Hanford Community Update
5:00 pm – 7:00pm	Welcome Reception – Screening of <i>Oppenheimer</i> <i>SALA Event Center</i> <i>2551 Central Avenue, Los Alamos, NM 87544</i>

THURSDAY, AUGUST 17

8:00 am – 12:30 pm	Tour of the Manhattan Project National Historical Park at the Los Alamos National Laboratory (Group 2)
--------------------	---

12:30 pm – 1:45 pm	LUNCH – Presentation on Partnerships (NPS)
1:45 pm – 2:30 pm	Discussion – Fundraising for the Parks and Friends of the Park NPS and Community Speakers • <i>Successes and challenges in organizing a 'Friends of Park' entity</i> • <i>How to clarify what the funds are supporting</i> • <i>Lessons Learned from other National Parks and Monuments</i>
2:30 pm – 3:05 pm	Community Marketing of the Park: How to Promote Tourism across Sites, Post-Pandemic <i>Discussion topics may include:</i> • <i>Context setting by NPS Marketing Experts</i> • <i>Updates on the joint branding and marketing initiative between the three sites; metrics to quantify its success?</i> • <i>Future opportunities for cross-community marketing? What role can local elected officials play in this?</i> • <i>Considerations to make as the Park sees increased visitors due to marketing initiatives</i>
3:05 pm – 3:45 pm	Community Roundtable: Sharing Strategies for Success and Next Steps <i>Discussion topics may include:</i> • <i>Indicators for community engagement and economic development</i> • <i>Community priorities for the Park moving forward</i> • <i>Ideas for collaborating among the Park sites</i> • <i>Action items for ECA</i>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Tri-City Regional Hotel-Motel Commission: Lacey Stephens

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Lacey Stephens to Position No. 2 on the Tri-City Regional Hotel-Motel Commission.

Summary:

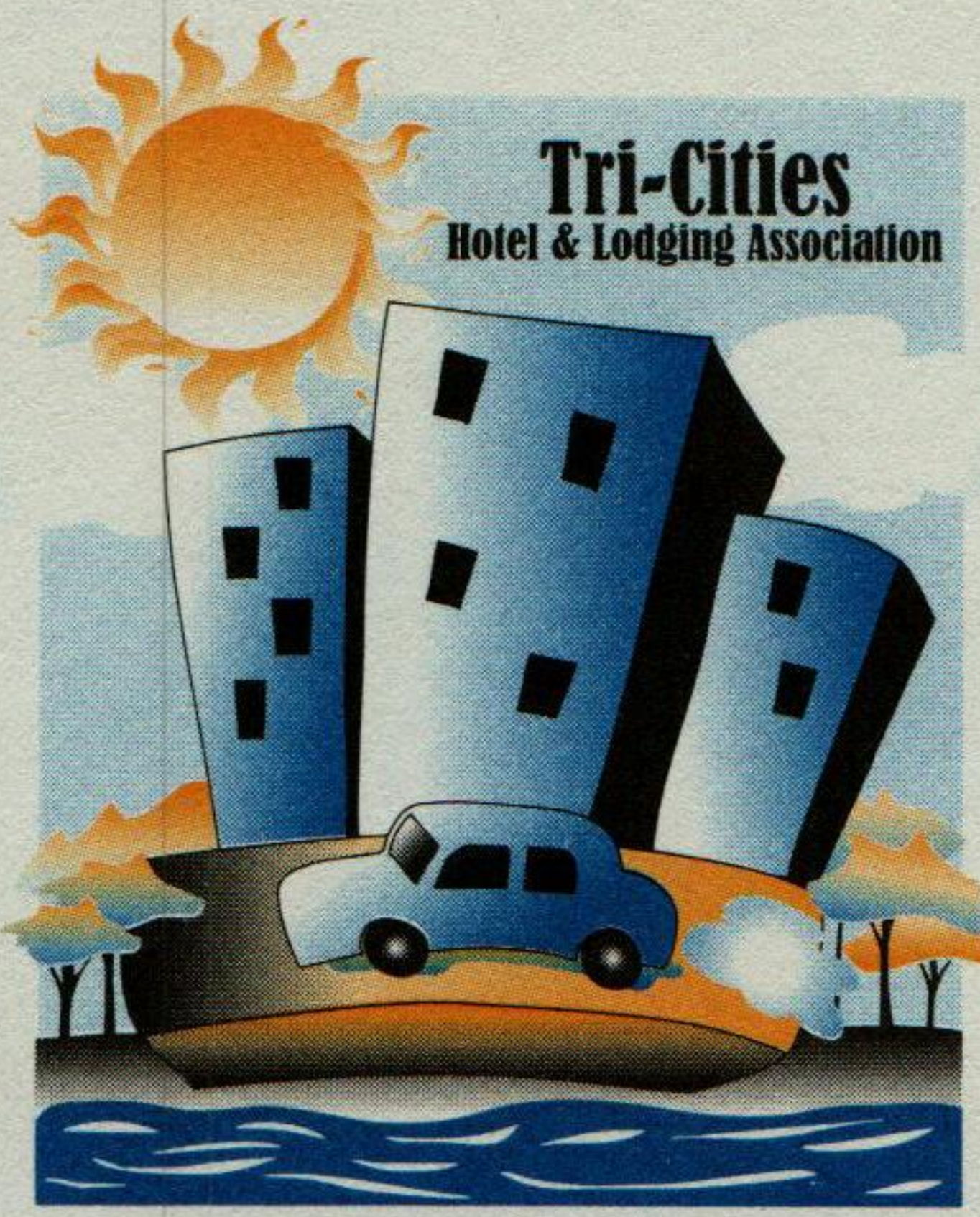
The Tri-City Regional Hotel and Lodging Association, which oversees the Tri-City Regional Hotel-Motel Commission, has selected current member Lacey Stephens of Home2Suites as the preferred candidate to serve on the Richland Tourism Promotion (TPA) Commission to represent the City of Richland.

The term for Position No. 2 is effective from September 1, 2023 through August 31, 2025.

Fiscal Impact: None.

Attachments:

- I. Tri-Cities Hotel & Lodging Association Recommendation of Appointment Memo



**P.O. Box 1739
Richland, WA 99352**

July 21, 2023

Mr. Jon Amundson
City of Richland
625 Swift Boulevard
Richland, WA 99352

Mr. Jon Amundson:

This letter is in reference to the Richland TPA Commissioner position currently held by Ms. Lacey Stephens from the Home2Suites in Richland. Ms. Stephen's term expires on August 31, 2023 and she is eligible for re-election.

Lacey Stephens has been selected by the Tri-Cities Hotel and Lodging Association as the preferred candidate to serve as the TPA Commissioner to represent the City of Richland for a two-year term, which will expire on August 31, 2025.

If you have any questions regarding this issue, please do not hesitate to contact me at 509-792-1660.

Sincerely,

A handwritten signature in black ink, appearing to read 'Monica Hammerberg'. The signature is fluid and cursive, with a large loop at the end.

Monica Hammerberg
Treasurer
Tri-Cities Hotel & Lodging Association

Cc: Kevin Lewis – President CEO Visit Tri-Cities



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Items of Business

Key I - Financial Stability and Operational Effectiveness

Subject:

Resolution No. 2023-129, Adopting the 2023-2024 Collective Bargaining Agreement with the Richland Police Command Staff Association

Department/Office
Human Resources

Ordinance/Resolution Number:
2023-129

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-129, Approving the 2023-2024 Collective Bargaining Agreement with the Richland Police Command Staff Association.

Summary:

On July 25, 2022, the Richland Police Command Staff Association filed a petition for representation with the Public Employment Relations Commission (PERC) to form a new bargaining unit consisting of all uniformed Lieutenants, Captains and Commanders employed by the Richland Police Department. PERC certified the Richland Police Command Staff Association ("Association") as the exclusive representative for collective bargaining with the City for covered positions effective October 11, 2023.

In November 2022, the City entered into negotiations with the Association, which represents approximately three (3) city employees in the Richland Police Department. The parties have met regularly since November 2022, and an agreement was reached during the first session of contract mediation with PERC on June 27, 2023. This new Collective Bargaining Agreement covers wages, hours and working conditions for the newly formed bargaining unit.

Association membership voted unanimously to ratify the proposed agreement and notified the City of this decision on July 17, 2023. The proposed two (2) year agreement includes language and a total compensation package within parameters set by the Richland City Council, including:

- Defined wage spread for Lieutenants and Commanders that are in alignment with internal and external comparators.
- 2024 wage increase per the Police Guild's contract based upon a defined wage spread. Effective the first payroll of the 2024 payroll year, the base wage for 2023 shall be increased across-the-board by 100% CPI-W all US Cities (April-April) with a 2% minimum up to a 4% maximum.
- Retro pay for wages only back to December 29, 2022 for employees in the bargaining unit upon CBA's full execution.
- Retirement benefits mirror the benefits negotiated by the Police Guild (RHS/457).
- Health insurance remains unchanged but members now have the ability to participate in short-term-disability and legal defense through the Fraternal Order of Police.
- Paid Time Off (PTO) and Extended Sick Leave (ESL) with the ability to convert up to 25% of unused sick leave to PTO upon promotion from the Police Guild into a position covered by the Association.

Pursuant to Article IV of the Richland City Charter, a public hearing was held on August 2, 2023 to take public comment on the proposed agreement.

Staff recommends approval of Resolution No. 2023-129.

Fiscal Impact: Terms of the proposed agreement fit within the City's 2023 Budget and City Council's collective bargaining parameters. Future costs will be incorporated into annual budgets as necessary.

Attachments:

1. Resolution No. 2023-129
2. 2023-2024 Police Command Association CBA

RESOLUTION NO. 2023-129

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2023-2024 COLLECTIVE BARGAINING
AGREEMENT WITH THE RICHLAND POLICE COMMAND
ASSOCIATION AND AUTHORIZING PERIODIC MEMORANDUMS
OF UNDERSTANDING.**

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the Richland Police Command Association (“Association”); and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into memorandums of understanding with the Association periodically throughout the term of the Collective Bargaining Agreement (CBA) for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2023-2024 Collective Bargaining Agreement with the Richland Police Command Association is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Collective Bargaining Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the Association for operational or administrative purposes during the term of the 2023-2024 Collective Bargaining Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 2nd day of August, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN

THE CITY OF RICHLAND, WASHINGTON

AND

RICHLAND POLICE COMMAND ASSOCIATION

2023 – 2024

(Date of execution) through December 31, 2024

Adopted by Resolution No. 2023-129, August 2, 2023
Contract # _____



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DRAFT

PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Command Association governing wages, hours, and working conditions for those members of the Richland Police Department who are members of the bargaining unit. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective on the date of signing.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "City" means the City of Richland, Washington.
- B. "Association" means the Richland Police Command Staff Association.
- C. "Employees" means a regular full-time employee in the Bargaining Unit (as defined in subparagraph "D" hereof) covered by this Agreement.
- D. "Bargaining Unit" as used herein shall include Police Lieutenants and Commanders employed by the City of Richland, excluding the Police Chief, Deputy Police Chief, employees holding the rank of Sergeant and below, confidential employees, employees in other bargaining units, and all other employees.
- E. "Department" means the Richland Police Department.

ARTICLE 2 – RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining representative of the employees in the bargaining unit (as defined in Article 1, subparagraph "D") for the purpose of establishing wages, hours and working conditions. It is the desire and intent of the City and Association to maintain the type of communications, which will keep each other informed of matters, which have a significant effect on the working conditions of the employees covered by this Agreement.

ARTICLE 3 - ASSOCIATION SECURITY

- A. Employee Rights: Employees shall have the right to join and participate in the activities of the Association for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association or its members because of the exercise of these rights.
- B. The City agrees to deduct membership dues from the wages of those members who

request it and forward those dues to the designee of the Association. The Association agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - ASSOCIATION BUSINESS

An Association officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Association business provided: (1) that the employee notifies the City at least forty-eight (48) hours prior to the time off; (2) that the City will have sufficient employees available to staff the Department during this time off. Association officers, when on duty, may use on-duty time for the administration of this Agreement.

The City recognizes the Association's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Association's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Association's Negotiation Team are also scheduled to perform their regular duties, such member(s) shall be relieved of their duties, with pay, to attend the contract negotiation session. The City shall recognize two (2) on-duty members of the Association and their designated spokesperson (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

Employees shall be subject to the City Drug and Alcohol testing policy as attached in Appendix "B". Association members shall not be considered as holding safety-sensitive positions for purposes of that policy and shall not be subject to random drug testing of any kind.

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Subject to the provision of this Agreement and any other Agreement between the City and the Association, the Association recognizes (1) the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers, and (2) that the City reserves those rights concerned with the management and operation of the Department which include, but are not limited to, the following:

- A. To recruit, assign, transfer or promote members to positions within the Department. The appointing authority retains the right to make appointments consistent with City policies, procedures, and practices.
- B. To assign pay, leave, and vacation allowances and accruals to laterally-hired employees based on their experience, Department needs, and other factors.
- C. To suspend, demote, discharge or take other disciplinary actions against employees, in compliance with this Agreement's terms. The City may discharge, suspend without

pay, or demote an employee with good cause and based on substantial evidence. The City must notify the employee with the specific reason(s) in writing for the discipline. The City may issue other discipline, such as verbal warnings or written reprimands, with reasonable grounds and based on substantial evidence;

- C. To determine methods, means, and personnel necessary for Department operations;
- D. To determine staffing levels and control the Department budget; and
- E. To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

ARTICLE 7 - PRODUCTIVITY

The City and the Association shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of employee relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 8 - PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Association agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference of normal operation of the Department during the term of this Agreement.

Nothing in this Agreement shall be construed to grant to the City the right to lock out any member of the Association for any reason.

ARTICLE 9 - HOURS OF WORK

- A. Work Schedules: Recognizing that flexibility is required in the scheduling of assignments for command personnel, the City will make reasonable efforts to schedule work schedules to approximately forty (40) hours per week with an annual total of approximately two-thousand-and-eighty (2080) hours. However, scheduling work is based on the Department's operational needs, rather than working a specified number of hours, therefore command personnel may be expected to work outside of a regularly forty (40) hour work week, including periods where additional work is required. The City has the discretion to assign the work schedule for each Employee. The normal work schedule shall be established by the Chief of Police based on the Department's operational needs.

The City and Association recognize that there may be events, such as emergencies, disasters, riots, and etc. that require employees to work additional hours. If such an emergency occurs which interferes with the Employee's vacation, the Chief may

exempt the Employee from being recalled to work or the City will reimburse the Employee any financial loss the employee may incur as a result of the cancellation of the vacation. The Employee must, however, take all reasonable steps to minimize any financial loss as a result of the cancellation of vacation, including seeking refunds, cancellation of airfare, etc. This does not, however, require the employee to purchase "trip insurance" or similar as a method of dealing with contingencies.

- B. Meal and Rest Periods: All Employees are "on-call" during meal and rest breaks and are included in the paid work hours. Breaks will be taken during slack periods.

ARTICLE 10 – WAGES & OTHER COMPENSATION

The wages for all employees covered by this Agreement shall be listed in Appendix "A" attached hereto and by this reference incorporated herein.

ARTICLE 11 – OVERTIME

Employees are exempt from the Federal Fair Labor Standards Act (FLSA) and not eligible for overtime compensation. The City recognizes Employees are FLSA-exempt and will have some scheduling flexibility but are expected to work approximately 40 hours per week and complete all work tasks and responsibilities.

ARTICLE 12 - CLOTHING AND UNIFORMS

- A. Uniforms. The present practice of the City with regard to furnishing uniforms, footwear and equipment shall be continued with the addition of protective gloves and glasses.
- B. All employees shall maintain a presentable appearance while on duty.
- C. Uniforms supplied by the City shall be cleaned and maintained by the City.
- D. Personal Equipment. The City shall reimburse employees for the cost of repair or replacement of personal equipment lost, damaged, or destroyed while on-duty without the fault of the employee. To receive coverage under this section, personal equipment shall be pre-approved by the Department.

ARTICLE 13 – HOLIDAYS

- A. The following holidays shall be considered as holidays for full-time employees:

*New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
*Independence Day	*Day before Christmas

Labor Day

*Christmas Day

- B. Employees will receive each of the above holidays off with pay. If the Employee is required to work on a holiday, the Employee will be allowed to utilize the holiday on another day in the same or next pay period. If any additional paid holidays are adopted by the City Council to be observed by city employees, the parties will re-open the Agreement for this Article to bargain any impacts.

ARTICLE 14 – PAID LEAVES

Paid Time Off (PTO) and Extended Sick Leave (ESL) are provided to bargaining unit employees.

A. **Paid Time Off (PTO)**

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation or personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

Accrual rates:

<u>Years of Continuous City Service</u>	<u>Maximum Hours Per Month</u>
0 months through 6 months	13.33 hours per month
6 months through 9 years	20.33 hours per month
10 years through 15 years	22.33 hours per month
16 years through 20 years	24.33 hours per month
Over 20 years	26.33 hours per month

1. **Accumulation Limit**

Accumulation of PTO shall be limited to 800 hours. Employees will be responsible for ensuring that they do not exceed the 800-hour limit by December 31st of each year. Any balances in excess of 800 hours will be reduced to 800 hours at that time.

2. **Authorized Uses**

PTO is either Scheduled or Unscheduled (see definitions below). Leaves not meeting the below criteria will be considered unexcused absences. When use of PTO for unexcused absences occurs, it does not indicate approval of the absence itself.

(a) **Scheduled**

Obtaining prior approval for an absence constitutes scheduled leave. Requests for scheduled PTO must be submitted at least five (5)

workdays in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Chief or designee. Depending on workload, the Chief may waive all or part of the five (5) workday notice requirement.

(b) Unscheduled

An employee who is unable to report to work due to an unscheduled absence must contact the Chief or designee in accordance with department policy, or as soon as possible prior to their scheduled work shift. When use of PTO for an unexcused absence occurs, it does not indicate approval of the absence itself.

Unscheduled uses of PTO must be compelling and of an emergent/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

Prior to submitting timecards, an employee, if requested, must provide the Chief or designee with satisfactory explanation/documentation as to the nature and extent of the absence(s). However, an employee on approved protected leave need only identify an absence to the Chief or designee as associated with the approved protected leave, and it must be coded properly on their timecard.

The employee must inform Human Resources when a condition of the employee or qualified family member may result in the need for protected leave. The employee is not required to report the specific nature of the condition to the Chief or designee, but must follow the requirements of the City's applicable leave policies in order to receive the available protections.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability.

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted,

natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew or cousin.

(c) Exempt Employee Absences and Use of PTO

Exempt employees who are absent equal to or greater than four (4) hours in a day must use PTO to substitute for the time away from work on an hour-for-hour basis. Exempt employees who are absent for less than four (4) hours a day will be compensated for the full day. Even though entitled to regular pay when absent less than four (4) hours in a day, exempt employees on approved FMLA must code time absent to FMLA recordable hours on their timecard.

3. PTO Cash-Out and Buy-Out / Transfer

(a) Optional PTO Cash-out

Employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year.

The employee must have at least 200 hours of PTO remaining in their accrued leave bank after cash-out.

Approved requests for cash-outs must be submitted as a part of the regular payroll with written approval from the Chief or designee.

Employees are responsible for understanding the tax implications of such a cash-out.

(b) Optional PTO Buy-out to 457 Deferred Compensation Plan

Employees may buy-out/transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding their 457 Deferred Compensation Plan.

The employee must have at least 200 hours of PTO remaining in their accrued leave bank after buy-out/transfer.

Approved requests for buy-outs/transfers must be submitted as a part of the regular payroll with written approval from the Chief or designee.

All PTO cash-outs and buy-outs/ transfers will be made at the employee's base straight time hourly rate of pay.

PTO cash-outs and buy-outs/ transfers must not exceed one-hundred sixty (160) hours total.

The employee must have taken at least forty (40) consecutive hours of PTO in the twelve (12) months preceding eighty (80) hours or more of a PTO cash-out and/or buy-out/transfer to 457 Deferred Compensation Plan.

4. Pay-Off Upon Termination

Employees shall be cashed out PTO accruals up 800 hours. The cash out shall be processed with the employee's final paycheck at the employee's straight time base rate of pay.

5. Donation and Transfer of Paid Time Off

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for Donated Leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of Donated Leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

The recipient must pay the employee portion of insurance premiums while using Donated Leave and will not accrue PTO or ESL while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

Human Resources is responsible for processing and approving the request and forwarding for organizational wide notification and distribution.

City employees may donate PTO leave to other employees under the following conditions:

- (a) A PTO balance of at least 200 hours is maintained after the transfer, and, employees may not donate more than 100 hours per year of their PTO balance.
- (b) PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all donations have been exhausted.

B. Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement purposes of a qualifying family member.

1. Full-Time 40 Hour Accrual Rate

Employees begin accumulating ESL upon hire at a rate of four (4) hours per month.

2. Accumulation Limit

Accumulations of ESL shall be limited to 800 hours.

3. Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew or cousin.

This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous regularly scheduled working hours. ESL may be used retroactively if the condition persists for over eighty (80) continuous regularly scheduled working hours and PTO was originally requested.

When an employee returns from an approved leave which has triggered ESL use, the employee may continue to use ESL for subsequent intermittent absences related to the same illness or injury if the originating leave pertained to an immediate family member. If the originating leave's ESL use pertained to the employee's condition, the employee must use PTO for subsequent intermittent absences.

ESL is authorized for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off for bereavement purposes may be requested using PTO.

4. ESL Upon Termination

There is no cash out available for ESL upon termination or retirement.

5. Donation of ESL

ESL cannot be donated.

C. Employee Vacation and Sick Leave Conversion

For new employees promoted upon this Agreement's full execution: Employees will have their existing accrued vacation leave bank transferred to their new PTO bank. The employee's existing sick leave bank will be converted, as follows: (1) 25% to their new PTO bank; and (2) 75% to their new Extended Sick Leave (ESL) bank.

For existing employees that were promoted from within RPD before January 1, 2023: At the employee's election, 25% of their sick leave bank on the date of promotion will be converted from ESL to their PTO bank.

ARTICLE 15 – PENSIONS

Pensions for employees and contribution to pension fund will be governed by the Washington State Statute in existence at any given time during the term of this Agreement.

ARTICLE 16 – DEFERRED COMPENSATION

In accordance with the City's plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in an Internal Revenue Code (IRC) Section 457 plan ("Section 457 plan"). The City retains the right to select plan administrator

to improve cost-effectiveness of the Section 457 plan administration and/or to improve service level for plan members.

The City shall match employee contributions up to four and one-half percent (4.50%) of the employee's gross wage into the Section 457 plan for the first twenty (20) years of employment with the City. After twenty (20) years, contribution to the Section 457 plan is at the discretion of the employee, the employer will continue to contribute four and one-half percent (4.50%) of the employee's gross wages into the Section 457 plan regardless of the employee's contribution amount.

ARTICLE 17 – INSURANCE

- A. The City sponsored Preferred Provider Organization (PPO) Plan, also referred to as "OAP1", provides medical coverage ("medical coverage" includes imbedded prescription coverage) and a separate PPO dental coverage for employees and their eligible dependents. The medical, dental, and vision benefits shall remain unchanged for the duration of the Agreement, except as noted in this Article as may be required by federal healthcare legislation. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

Employee Medical Premium Share Contributions by Tier

Employee Only	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier)	12.0%

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

Excise tax reopener: If, during the life of the Agreement, or any holdover period required by the collective bargaining statutes, it is determined through good faith professional healthcare actuarial and legal guidance that a federal excise tax must be imposed upon the City as a result of healthcare costs, the Employer will provide written notice to the Association. Either party may provide a request to bargain, and the provisions of the Agreement relating to this Article and the economic provisions of the Agreement may be opened for negotiations. The parties will negotiate in good faith to avoid incurring any federal excise tax liability imposed on the City pursuant to a federal healthcare initiative. The intent of the negotiations is to assure that the bargaining unit receives all compensation for which it bargained and to avoid the incurring of any federal excise tax liability imposed on the City under a federal healthcare initiative; any decrease in health benefits shall be recaptured elsewhere in other economic benefits of the Agreement.

- B. Dental Plan. The City's health care package includes a dental plan for the employee

and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Dental PPO Plan.

- C. Vision Plan. The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.
- D. Prescription Plan. The City's health care package includes a prescription plan which is imbedded in the Medical plan (referred to as the Medical Plan).
- E. Administration. The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management and agrees that the level of insurance benefits offered under the insurance plans outlined in Section A of the Article will not be lowered except as set forth herein. Future modifications to the benefit levels of the City's benefit plans may be implemented only by negotiations pursuant to the terms of this Agreement.
- F. Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program. The City will pay any administrative fees. The City may eliminate this program, if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- H. **Benefit for employees who were employed as of December 31, 2012, and who retired/will retire January 1, 2013 or later, and who did not opt out of Retiree Insurance eligibility.** Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAP 3 Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

The benefit coverage, (plan design) of the OAP 3 shall remain unchanged. OAP3 follows the Active OAP 1 plan design, except for the payment structure (coinsurance at 80/20% versus copay for most items).

- I. Benefits for regular full-time employees hired on or after January 1, 2013. In lieu of eligibility for Retiree Insurance, employees hired on or after January 1, 2013 are eligible for certain benefits. Both the City and the employee shall each contribute one percent (1%) of base salary each payroll period in the employee's Fraternal Order of Police (FOP) Retirement Health Savings (RHS) account if allowed by Plan Design. The City may redirect both City and employee contributions to an alternative savings account agreed to between the parties if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.
- J. **Benefits for regular full-time employees as of December 31, 2012 who chose**

to opt out of Retiree Insurance eligibility. Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain benefits in lieu of Retiree Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out. The City shall contribute one percent (1%) of base salary each payroll period to the employee's FOP RHS account if allowed by Plan Design.

- K. Life and Accidental Death & Dismemberment (AD&D) Insurance - The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay, basic spouse and basic dependent life insurance as specified in plan documents, and coverage for employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.
- L. Fraternal Order of Police RHS Account – All employees shall contribute a two percent (2%) of base rate of pay to the employee's FOP RHS account. This two percent (2%) contribution by the employee is in addition to any/all other FOP RHS contributions mentioned in the Agreement. The City may eliminate this program after notice to the Association if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative if eliminated, the two percent (2%) will be returned to employee's base wage.

ARTICLE 18 – INVESTIGATION STANDARDS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Command Staff Association's Investigation Standards". The wide-ranging powers and duties given to the Department and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

Section I - Internal Affairs Investigations

(The procedures contained in this section apply only to administrative investigations.) The City recognizes and agrees that employees in positions within the bargaining unit are entitled to all rights and privileges accorded ordinary citizens under applicable provisions of the United States and Washington State Constitutions.

Criminal Conduct Investigations. In the case of a criminal investigation, the employee will be advised of the Miranda rights prior to an interview, and afforded immediate opportunity to

obtain legal counsel. Prior to being interviewed, the suspect employee will be advised (a) that they are being questioned related to a criminal investigation, (b) that they are free to leave and (c) that refusal to answer any questions will not adversely affect the suspect employee's employment. Once such notice is given, any Association representative shall not participate in the interview. Invocation of any constitutional or statutory rights shall not be regarded as failure to cooperate in the internal investigation. All aspects of the criminal investigation shall be subject to rules of discovery in a criminal case.

A. Advanced Notice. Prior to being interviewed regarding an administrative investigation for any reason, which could lead to disciplinary action against any employee, an employee, with a copy to the Association, shall be:

1. Informed, in writing, of the nature of the investigation and whether the employee is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him or her of the nature of the allegations of the complaint.
2. The employee shall also be advised in writing of their right to have union representation present during any interview. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Association or Association attorney.
3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the subject officer not less than forty-eight (48) hours before the initial interview commences or written reports are required from the officer. A witness officer shall be given the opportunity to consult with an Association representative prior to an interview; however, such opportunity shall not unreasonably delay the interview.

B. Internal Investigations Interview Safeguards

1. In all administrative investigations, the employee will be advised:
 - (a) That possible disciplinary action, up to and including termination of employment, may take place as a result of the investigation.
 - (b) That a failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include termination of employment.
 - (c) That the employee has the right to name witnesses to be interviewed

by the investigator.

2. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise.
3. Interviews shall take place at a Richland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
4. The employee may have an Association representative present at the interview.
5. The employee being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the investigator, and all other persons present during the interview.
6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
7. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
9. Administrative interviews (following issuance of a formal notice of such interview) shall be electronically recorded absent objection by the subject employee, and the employee, upon request, shall be provided with a copy of the electronic recording of the interview. If the employee refuses to be recorded, the interviewer's notes will be the record of the interview.
10. Interviews and investigations shall be concluded with no unreasonable delay.

C. Disposition of an investigation

Upon completion of an internal investigation, the investigator shall provide a complete report to the Chief of Police.

The Chief of Police will make a final determination for the disposition of the investigation. Dispositions may be classified into one of the following categories:

1. Unfounded: The complaint was false or not factual.
2. Non-sustained: There is insufficient evidence to either prove or disprove the allegation.
3. Exonerated: the alleged conduct occurred but was lawful and proper.
4. Sustained: The allegation is supported by sufficient evidence.
5. Other Misconduct: The evidence supports a finding of violations other than those alleged in the original complaint.

D. Employee Untruthfulness

If, during the course of an investigation on a complaint made against an employee, it is suspected that an employee was untruthful or dishonest during the investigation, the investigator may address those matters in the same or separate investigation. A disposition will be reached on the initial complaint, and a disposition will be reached on the complaint of employee untruthfulness or dishonesty. Discipline may be administered for each separate investigative disposition.

E. When the Investigation Results in Charges Being Filed

1. The employee, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
2. The employee will be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against them.
3. The labor representative shall be provided any and all relevant material that the Association requests under Chapter 41.56 RCW.

F. When Disciplinary Action Results

1. When the investigation results in a determination of a sustained or other misconduct complaint and disciplinary action, only the findings and the disciplinary order may be placed both in the Human Resources Department and Police Department's personnel files.

Section II - Political Activity

Except when on-duty or when acting in his or her official capacity, no officer shall be prohibited from engaging in political activity.

Section III - Lie Detector Tests

No officer shall be required to take any lie detector or similar tests as a condition of continued employment. Polygraph evidence shall not be admitted in any disciplinary proceeding except through stipulation of the parties to that proceeding.

Section IV - Personnel Records

- C. Location and Employee Review Rights. The City shall maintain personnel records in the Human Resources Department for the proper administration of the City's classification plan. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file, however, the City reserves the right to charge applicable fees. The applicable fees shall not be unreasonable.
- D. Signing. Each employee shall have the opportunity to review any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions, or discharges.
- E. Removal and Rebuttal. Removal of critical material from an employee personnel file shall be governed by state law. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

Section V - Performance Evaluation

While performance evaluations are not grievable, it is understood that the Association representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 19 - GRIEVANCE PROCEDURE

- A. A "grievance" means a claim or dispute by an employee or group of employees or the Association itself with respect to the interpretation or application of the provisions of this Agreement. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such dispute at the earliest opportunity with the Deputy Police Chief. If the Association informally raises a dispute, the Step 1 filing deadline will automatically be extended by seven (7) calendar days and confirmed in writing.

A grievance is defined as only those disputes involving interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed per the following procedures within the stated time limits.

The parties shall strictly comply with the timelines provided herein. However, the deadlines in this Article may be extended by mutual agreement in writing. If the Employer fails to timely respond by a deadline, the grievance shall advance to the next step. If the Union fails to timely advance the grievance to the next step, the grievance shall be deemed abandoned.

- B. Actions submitted to the Personnel Board shall not be considered grievances and subject to the Grievance procedure, and vice versa. Grievances, as herein defined, shall be processed in the following manner:

Step 1: An employee or a group of employees who consider they have a grievance may present such a grievance within fourteen (14) calendar days of when such matter comes to the attention or should have come to the attention of the employee to the Deputy Police Chief who shall attempt to resolve it within fourteen (14) calendar days after it is presented to them.

Step 2: If the employee or employees are not satisfied with the solution by the Deputy Police Chief, the grievance shall be reduced to writing stating the nature of the grievance, the Article and Section violated, the facts of the matter and the remedy sought and signed by the employee. This shall be presented to the Police Chief within fourteen (14) calendar days of the supervisor's response, who shall attempt to resolve it within fourteen (14) calendar days after it has been presented to them.

Step 3: If the employee or employees are not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the employee or Association representative within fourteen (14) calendar days of receipt of the Police Chief's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days of his or her receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3, by providing written notices to the Human Resources Director.

For grievances of employee discipline, within fourteen (14) calendar days, the parties shall contact the Washington Public Employment Commission for an appointment of a qualified arbitrator pursuant to state law. For all other grievances, the parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of notice of referral and in the event

the parties are unable to agree upon an arbitrator within said fourteen (14) calendar day period, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators according to the procedures of the AAA.

- E. The arbitrator shall render their decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its legal jurisdiction. The expenses of the arbitration (e.g., arbitrator, court reporter) shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred, including witnesses and attorney's fees.
- D. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- E. None of the foregoing is intended to mean that the Association itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Association to so lodge and process a grievance is expressly confirmed.
- F. If the final day for filing a grievance or a response to a grievance falls on a City recognized holiday or weekend day where City offices are closed, the deadline for filing the grievance or response shall be the next business day that is not a weekend or holiday. Service of grievances and responses may be made by electronic mail.

ARTICLE 20 - MANUAL OF RULES AND PROCEDURES

The City agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules and Procedures.

ARTICLE 21 - SENIORITY

- A. Seniority shall be defined as follows:
 - 1. Total length of continuous service within a job classification.
 - 2. Total length of continuous service with the City.
- B. The City will provide the Association with copies of the Seniority List each year.
- C. An employee shall lose all seniority in the event of termination.

ARTICLE 22 - LAYOFF AND RECALL

- A. Layoff. An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least thirty (30) calendar days' notice in advance of the actual layoff date. Prior to being laid off, the employee will be offered any vacant Police Officer position(s) for which the employee is qualified. The City also must provide the employee an opportunity to meet with Human Resources to review available job vacancies for which the employee is qualified. The City reserves the right to place laid off employees on paid administrative leave during the notice period.
- B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) months following their layoff.

ARTICLE 23 - MISCELLANEOUS LEAVES

- A. Leave to Attend Funerals of City Employees. Except for temporary and provisional employees, all city employees may be allowed to take time off necessary with pay at the discretion of the Police Chief or designee to attend a funeral of a city employee.
- B. Jury Duty and Witness Service. An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, provided said employee turns over compensation received less mileage reimbursements.
- C. Military Leave. Shall be governed by applicable State and Federal law.
- D. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

The provisions of this section are not intended to expand upon the applicable state or federal laws.

- E. Leave of Absence Without Pay.
 - 1. The Police Chief or designee may grant a leave of absence without pay up to thirty (30) calendar days.
 - 2. The City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U. S. Armed Forces shall, pursuant to RMC 2.28.885, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a

leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.

3. In the event of injury or illness, the appointing authority may require that the employee submit a certification to Human Resources from the treating physician or a designated healthcare provider indicating the nature of the illness or injury with a prognosis for recovery.

F. Occupational Disability Allowances and Restricted Duty

1. Disability Leave

Any employee injured on the job who is approved for time loss compensation may voluntarily elect to offset payments under workers' compensation with eligible accrued leave. The total of time loss compensation and accrued leave used to offset difference will not exceed 100% of employees' regular pay.

All applicable payroll deductions will be subtracted from paid leave or by employee reimbursement.

For the purposes of this section, paid leave is defined as any accrued leave available to the employee including PTO and ESL (if eligibility requirements are met).

2. Restricted Duty Program

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work-related illness or injury. City employees incurring work-related injuries with restrictions that cannot be integrated into their regular duties, or that prohibit the temporary performance of their regular duties, may be eligible for modified work assignments when available. Participation in the program is generally contingent upon being released for modified duties by a qualified healthcare provider.

Eligible employees who are offered and refuse a modified work assignment may suffer the loss of time loss benefits. The Restricted Duty program may not be extended to any employee for more than 260 calendar days, inclusive of time loss. Exceptions to extensions of restricted duty limits may be approved by Human Resources.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to their former position. Employees must be temporarily injured and expected to return to their regular duties. Employees are expected to show a gradual improvement, lessening of restrictions, while on the

Restricted Duty Program.

It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment. Employees may be transferred to another medically appropriate assignment or removed from the program.

The City may allow employees with non-occupational injuries or illnesses to participate in the Restricted Duty Program when the temporary restrictions as documented by the employees qualified healthcare provider match the available light duty and when the assignment is also approved by the Chief or designee and Human Resources

ARTICLE 24 - NO SMOKING POLICY

The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58, Smoking and the use of tobacco-related products in the work environment. Employees shall comply with the terms and conditions of the ordinance.

ARTICLE 25 - ENTIRE AGREEMENT

The Agreement and all of its articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects of bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 26 - SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. Either party may thereafter require the other party to enter into collective bargaining regarding any provision thus affected.

ARTICLE 27 - COLLABORATIVE MEETINGS

Representatives of the Association and the Police Chief or designee shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. In advance of each meeting, each party may submit a list of the issues which it wishes to discuss at the meeting. Each December, the Association President and the Chief of Police or his/her designee shall

develop an annual schedule for the collaborative meetings.

If an employee or the Association has an issue which could be the subject of a grievance, the employee or the Association shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

Collaborative meetings are not a replacement for the collective bargaining process. When the parties reach understandings regarding the Agreement or choose to enter into new Agreements within the contract period, only the City Manager or designee is authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the Association. It is further understood that an Agreement may require prior authorization by the Association body before execution of the Agreement with the City.

ARTICLE 28 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. Employees may use fitness facilities on a reasonable basis and so long as it does not interfere with or adversely impact Department operations.

ARTICLE 29 - DURATION OF AGREEMENT

- A. This Agreement shall be effective on the date signed by the last party and remain in full force and effect until December 31, 2024, unless extended by mutual Agreement of the parties.
- B. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect or until it is cancelled by either party upon ten (10) days written notice to the other party.

SIGNATURES

The parties hereto have caused this Agreement to be executed
this ____ day of _____, 2023.

CITY OF RICHLAND, WA

**RICHLAND
POLICE COMMAND ASSOCIATION**

Jon Amundson, ICMA-CM Date
City Manager

Jonathan Schwarder Date
President,
Richland Police Command Association

Brigit Clary Date
Chief of Police

Lacey Paulsen Date
Human Resources Director

ATTEST TO:

Jennifer Rogers Date
City Clerk

APPROVED AS TO FORM:

Heather Kintzley Date
City Attorney

APPENDIX "A" – CLASSIFICATION & WAGES

2023

APPENDIX A – WAGES

Lieutenants: The Lieutenant's wage shall be 13.0% above the Top-Step Sergeant Wage Rate.

The Top-Step Sergeant's Wage Rate is calculated as Sergeant's Base Wage, plus 10.0% (Bachelor's Degree education incentive pay), plus 2.0% (longevity pay).

Commanders: 5% increase over the Lieutenant wage.

Lieutenant	\$73.27
Commander	\$76.93

(Retro pay for wages only back to December 29, 2022 for employees in the bargaining unit at the CBA's full execution. All other terms and conditions are effective upon the CBA's full execution.)

(Employees' 2024 wages would increase per the Police Guild's contract based on the wage spread)

APPENDIX "B"
SUBSTANCE-FREE WORKPLACE POLICY (NON-DOT)



Substance-Free Workplace Policy (Non-DOT)
Policy No. 1995

POLICY

Standard

Authority

RMC 2.04.060 authorizes the City Manager to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the City, outlining the general procedure for the administration of City activities under the City Manager's jurisdiction.

Policy

This policy ensures the City of Richland's compliance with the U.S. Drug-Free Workplace Act of 1988.

Purpose

The purpose of this policy is to promote a safe, healthy, drug and alcohol-free work environment for all City of Richland employees. It reflects the City's commitment to safely and efficiently provide the highest quality services to Richland residents, in addition to decreasing absenteeism, increasing productivity, and preventing accidents and casualties for City employees.

Application

This policy applies to all City of Richland employees not currently occupying DOT safety-sensitive positions.

Practice

1. Definitions

"Alcohol Use" means the consumption of any beverage, mixture, or preparation (including any medicine) containing alcohol.

"BAC" stands for blood alcohol concentration, which is legally recognized measurement for quantifying how much alcohol is in the blood.

"Confirmation or Confirmatory Test" has two separate applications:

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- In drug testing, means a second analytical procedure performed on a urine specimen to identify and quantify the presence for cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. Note: Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine metabolites, opiate metabolites, amphetamines and phencyclidine.
- In alcohol testing means, a second test, following a screening test with a result of 0.02 BAC or greater, which provides quantitative data of alcohol concentration.

"Controlled substances (drugs)" means drugs and other substances that are considered controlled substances under the federal Controlled Substance Act and are divided into five schedules: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP). An updated and complete list of the schedules is published annually in 21 C.F.R. § 1308.11 through 1308.15.

"City" means the City of Richland and any other organization that is legally governed by the City with respect to personnel matters.

"City premises" means all City worksites, property, and vehicles. For purposes of this policy, "city worksites" include those associated with a work assignment, whether in state or out of state, during trainings or conferences, and while telecommuting during designated telecommuting hours.

"Designated Employer Representative (DER)" means an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from duty and to make required decisions in the testing and evaluation process. This person must be an employee of the City. Service agents cannot serve as DERs.

"Employee Assistance Program (EAP)" means a program provided directly by the City, or through a contracted service provider, to assist employees in dealing with drug or alcohol dependency and other personal problems. Rehabilitation and reentry to the workforce are usually arranged through EAP.

"Non-safety sensitive position" means a position that does not require performance of safety-sensitive functions as set forth in the Omnibus Transportation Employee Testing Act of 1991 and City Policy No. 1985 (i.e., positions that do not require a commercial driver's license).

"Reasonable suspicion" means a City official (e.g. director, manager, supervisor or human resources professional) has provided objective, specific, contemporaneous and articulable

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observations about the employee's appearance, speech, behavior, and odor to support a conclusion that an employee may be at work under the influence of alcohol and/or drugs.

"Safety-sensitive position" mean a position requiring performance of safety-sensitive functions as defined in City Policy No. 1985 (i.e., positions requiring a commercial driver's license).

"Substance Abuse Professional (SAP)" means a licensed professional who evaluates employees who have violated drug and alcohol policies and makes recommendations concerning education, treatment, follow-up testing, and aftercare. The SAP determines if the employee demonstrates successful compliance with the recommended education and treatment.

"Under the influence or impaired" means that an employee is determined, after being sent for a test following reasonable suspicion, to have a confirmed alcohol violation result (.02 BAC or greater), or an employee has a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).

2. Substance-Free Workplace Policy Statement

The City of Richland is committed to maintaining a drug-free workplace to promote the quality of its services and the safety of its employees, volunteers, and the public. The following activities are prohibited:

- a. Employees are prohibited from reporting to work or performing work while consuming, using, possessing, selling, purchasing, manufacturing, distributing, or transferring alcoholic beverages (except off-duty use at public events) or controlled substances or other performance-impairing substances while on duty or on City of Richland property.
- b. Employees are prohibited from consuming alcohol while on-call.
- c. Employees are required to submit to an alcohol and/or drug test when directed by the City of Richland under this policy, and are prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

3. Employee Obligations

- a. Employees, pursuant to the Drug Free Workplace Act, are required to notify their supervisor within five (5) calendar days of any conviction of a drug offense occurring in the workplace.
- b. Employees shall promptly report to their supervisor whenever taking prescribed medications that may impact perception, judgment or performance. This includes,

but is not limited to, prescriptions for opiate painkillers such as Vicodin, Oxycodone, and Percocet, and the prescription medication Marinol.

- c. All staff involved in drug and alcohol testing of city employees must maintain confidentiality of all employee-related drug and alcohol information. Any employee who violates confidentiality of employee-related drug and alcohol information, including testing, may be subject to disciplinary action, up to and including termination of employment.

4. Procedures

The City's drug and alcohol testing procedures incorporate the standards outlined in federal regulations and are designed to ensure employee confidentiality, the integrity of the testing process, and to safeguard the validity of test results.

- a. With the exception of certain public safety positions (police/fire/dispatch), the City does not conduct pre-employment drug and alcohol testing of applicants for non-safety sensitive positions. Public safety positions are covered by separate pre-employment drug and alcohol testing requirements.
- b. The City does not conduct random drug and alcohol tests of employees who occupy non-safety sensitive positions.
- c. For employees who have been disciplined for violating this policy, the City may conduct return-to-duty and follow-up alcohol and/or drug testing for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP).
- d. *Reasonable suspicion.* An employee who occupies a non-safety sensitive position may be required to submit to a reasonable suspicion alcohol or drug test (for those substances identified in 49 CFR Part 40.85, as amended), including post-accident reasonable suspicion testing.
 - 1. The City may direct any employee occupying a non-safety sensitive position to submit to drug and alcohol testing if there is reasonable suspicion that the employee is in violation of this policy.
 - 2. The City will determine whether reasonable suspicion exists based on objective, specific, contemporaneous and articulable observations made by a trained supervisor about the employee's appearance, speech, behavior, and odor. Objective and articulable observations that support a conclusion that reasonable suspicion exists include, but are not limited to:

SUBSTANCE-FREE WORKPLACE POLICY (Non-DOT)
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- i. observations of drug and alcohol possession and use;
 - ii. physical manifestations of probable drug and/or alcohol use such as slurred speech, incoherent conversation and interaction, watery and/or bloodshot eyes, unbalanced and/or staggering gait, inappropriately sleeping at work, and the smell of alcohol or other drugs.
- 3. All observations supporting the conclusion that reasonable suspicion exists will be documented in writing and submitted to the Designated Employer Representative (i.e., HR staff).
- 4. If an employee is directed to submit to a reasonable suspicion drug and/or alcohol test, the employee will be relieved of duty, and the City will arrange for the employee to be transported to the sample collection site and then to home.
- e. *Refusal to Test.* Any refusal to submit to a reasonable suspicion alcohol and/or drug test, and all positive alcohol and/or drug tests, will be reported immediately by the testing facility to the Designated Employer Representative (i.e., HR staff).
- f. The Designated Employer Representative will report the results of an employee's drug and/or alcohol test to the applicable Department Head.
- g. An employee who wishes to challenge a positive drug test must do so within twenty-four (24) hours of the notification of the positive test result. The employee must notify the City's Designated Employer Representative of the desire to challenge the test, and must pay for the retest. The retest must be processed at a DHHS certified laboratory. If the retest refutes the initial test results, the City will reimburse for the cost of the retest.
- h. Employees with a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) are considered to be in violation of this policy for prohibited drug use. *Note:* Although Washington State has legalized the sale, use and possession of recreational marijuana in certain amounts, possession or use of marijuana is still illegal under federal law, and is a violation of the City's drug-free workplace policy.
- i. *Post-Accident Alcohol and Drug Testing.* The fact that an employee is involved in an accident will not normally be, in and of itself, sufficient to require a reasonable suspicion drug and alcohol test. Instead, the City shall make an individualized assessment based on the nature of the accident, including its severity, together with all relevant, objective, and articulable observations about the employee before, during, and after the accident to determine if a post-accident drug and/or alcohol test is appropriate under the circumstances.

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- j. Alcohol. Employees found to have a confirmed BAC of .02 or greater are in violation of this policy for alcohol use.

5. Consequences

Violation of city policy, including this policy, may result in employee discipline, up to and including termination of employment. Circumstances that may warrant termination of employment include, but are not limited to the following:

- a. Use, possession, sale, purchase, manufacture, distribution, or transfer of controlled substances or alcoholic beverages while on duty, on-call, or on a rest or meal period (except legal, off-duty alcohol use, not otherwise in violation of this policy, at public events on City property).
- b. Reporting to work under the influence of alcohol (BAC of .02 or greater) or controlled substances (as determined by a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP)).
- c. Refusing to submit to an alcohol and/or drug test when directed. Refusal will be construed as a positive test.
- d. Refusing to sign the necessary consent forms to obtain and test breath and/or urine samples. Refusal will be construed as a positive test.
- e. Failing to comply with reasonable direction during the testing process. Failure to comply will be construed as a positive test.
- f. Tampering or attempting to tamper with an alcohol and/or drug test. Tampering or attempting to tamper with the test will be construed as a positive test.
- g. Failing to notify the supervisor, within five (5) calendar days of the conviction, that the employee was convicted of a drug offense occurring in the workplace.
- h. Failing to immediately appear to complete a follow-up drug and/or alcohol test after notification to appear for such tests.

Conditional Retention After First Confirmed Violation. At the City's discretion, current employees who have a verified positive drug test for marijuana metabolites, cocaine metabolites, opiate metabolites, amphetamines, or phencyclidine (PCP) or an alcohol violation (BAC of .02 or greater) may be allowed to remain employed if the employee:

- a. Submits to an evaluation by a City-approved Substance Abuse Professional approved;

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- b. Signs a Last Chance Agreement waiving grievance or appeal rights if the employee violates the terms of the Last Chance Agreement and is consequently terminated. The Last Chance Agreement would remain in effect for the duration of the employee's employment;
- c. Attends an appropriate education and/or treatment program, and signs a monitoring agreement so the City can ensure successful completion of the education/treatment program specified by the Substance Abuse Professional;
- d. Prior to returning to work, submits to a return-to-duty drug and/or alcohol test with verified negative result(s), and submits to follow-up tests as required by the Substance Abuse Professional;
- e. Successfully completes the treatment program specified by the Substance Abuse Professional; and
- f. The employee agrees to accept without grievance or appeal any disciplinary sanction (e.g., suspension) imposed as a result of the violation.

6. Drug and Alcohol Testing Records

The City may release drug and alcohol testing records and results only under the following circumstances:

- a. When an employee requests a copy of the testing records or results for their own use or purposes;
- b. When an employee signs a release authorizing the City to release information or copies of records regarding their own tests results to a third party, including a subsequent employer;
- c. When the testing records and results are admissible evidence in a lawsuit, grievance, or other legal proceeding; or
- d. When the testing records and results are responsive to a request made pursuant to Chapter 42.56 RCW, and the City Attorney's Office determines that such documents are not exempt from public disclosure. In such circumstances, the employee will be given notice of the public records request and an opportunity to seek a court injunction before the records are released.

Responsibilities

Employees are responsible for reviewing and understanding this policy and for adhering to the standards and requirements contained in this policy.

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Supervisors, managers, and directors (referred to as supervisors) are responsible and accountable for notifying staff of the content of this policy; adhering to the requirements of transporting employees for drug/alcohol screening when required; and attending any training applicable to this policy or regulations.

Human Resources is responsible for managing the testing process, maintaining confidentiality of test results, and providing guidance and support to directors, managers and supervisors addressing disciplinary actions resulting from violations of this policy.

The **City Manager** is responsible for overall City compliance with this policy.

Guide

Consistent with the City's shared values of *teamwork, integrity* and *excellence*, this policy is intended to promote a safe, healthy, drug-free and alcohol-free work environment for all City of Richland employees, and encourage and support appropriate professional assistance to interested employees with drug and alcohol problems.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/2/2023

Agenda Category: Items of Business

Core Focus Area 5 - Maximize Community Amenities

Subject:

Discussion Regarding Placement of Potential Donation of Public Art

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Park and Public Facilities will present alternate locations for the Bernard Hosey Art Sculptures. Staff recommends the art be displayed in a more prominent area with high visibility. Suggested alternative locations include Richland City Library, John Dam Plaza, Howard Amon Park (next to Richland Community Center), and Badger Mountain Trailhead Park. Art needs to be easily accessible and safe from any potential damage or vandalism.

Fiscal Impact:

Attachments: