



Agenda
City Council Regular Meeting
Tuesday, February 6, 2024
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. New Hires and 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.

2. Proposed Amendment to RMC 3.24.930 Regarding the Assessments for the Uptown Business Improvement District, Ordinance No. 2024-01

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:

3. Approval of the following Richland City Council Meeting Minutes:
 - January 12, 2024 City Council Retreat Meeting Minutes
 - January 16, 2024 City Council Regular Meeting Minutes
 - January 23, 2024 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

See Ordinance No. 2024-01 under Items of Business

Ordinances - Second Reading & Passage:

None.

Resolutions - Adoption:

4. Resolution No. 2024-12, Establishing Council Assignments for Calendar Years 2024-2025
 - Jon Amundson, City Manager
5. Resolution No. 2024-13, Authorizing a Consultant Agreement with SAFEbuilt Washington, LLC for Building Permit Plan Reviews and Inspection Services
 - Kerwin Jensen, Development Services Director
6. Resolution No. 2024-14, Authorizing a Second Amendment to the Consultant Agreement with Obsidian Forensics
 - David Neher, Interim Chief of Police
7. Resolution No. 2024-15, Segregating an Assessment from the Original Assessment Roll of Local Improvement District No. 197
 - Brandon Allen, Finance Director
8. Resolution No. 2024-16, Updating the Authorized Individual for the Local Government Investment Pool
 - Brandon Allen, Finance Director
9. Resolution No. 2024-17, Authorizing a Loan Agreement with the Washington State Public Works Board for Solid Waste Planning
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2024-18, Authorizing a Loan Agreement with the Washington State Public Works Board for the Tapteal I Booster Pump Station Project
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2024-19, Authorizing an Agreement with Washington Department of Corrections for Inmate Labor Services
 - Pete Rogalsky, Public Works Director

Items - Approval:

12. Appointment to the Utility Advisory Committee: Monica Hofstetter
 - Jennifer Rogers, City Clerk
13. Travel for Mayor Richardson
 - Jon Amundson, City Manager
14. Travel for Councilmember VanDyke
 - Jon Amundson, City Manager

Expenditures - Approval:

None.

Items of Business:

15. Ordinance No. 2024-01, Amending the RMC 3.24.930 Regarding Assessments for the Uptown Business Improvement District (First Reading)
 - Lynne Follett, Economic Development Specialist

16. Polco - National Community Survey 2024 (Discussion Only)

- Drew Florence, Assistant City Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Minutes

Strategic Priority I - High Performance Government

Subject:

Approval of the following Richland City Council Meeting Minutes:

- January 12, 2024 City Council Retreat Meeting Minutes
- January 16, 2024 City Council Regular Meeting Minutes
- January 23, 2024 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 Retreat held on January 12, 2024, the City Council regular meeting held on January 16, 2024, and the City Council workshop meeting held on January 23, 2024.

Summary:

Draft minutes from the January 12, 2024 City Council Retreat, the January 16, 2024 City Council regular meeting, and the January 23, 2024 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft January 12, 2024 City Council Annual Retreat Meeting Minutes
2. Draft January 16, 2024 City Council Regular Meeting Minutes
3. Draft January 23, 2024 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL ANNUAL RETREAT

Friday, January 12, 2024

Richland City Hall ~ Council
Chambers 625 Swift Boulevard

City Council Annual Retreat - 1:00 p.m.

Welcome

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, and Assistant City Manager Florence.

Agenda Items

1. 2024 City Council Workshop Meeting

City Manager Amundson presented the proposed workshop agenda items brought forward by the Executive Leadership Team. Councilmembers were invited to provide additional items for workshop discussion. Input from councilmembers was noted for finalization of workshop agenda items.

2. Boards, Commissions, and Committees

Discussions led by City Manager Amundson covered the roles of board, commission, and committee members. Current and upcoming vacancies were addressed. The role of council liaisons, as defined in Richland Municipal Code 2.04.110(C), was reviewed. Council further discussed their liaison assignments to various internal boards, commissions, committees, and non-city organizations as outlined in RMC 2.04.125, focusing on assignments for the 2024-2025 calendar years. These assignments will be formalized by adopting a resolution at a future regular City Council meeting.

COUNCIL RECESSED FOR THIRTY (30) MINUTES.

3. State and Federal Legislative Updates

Deputy City Manager Schiessl provided an update on state and federal legislative

activities including details of the February 22, 2024 legislative trip and the capital request for \$4 million for the Benton County Emergency Services Microwave Project. Deputy City Manager Schiessl also discussed the importance of councilmembers providing testimony on bills related to legislative priorities and explained the associated process.

4. General Housekeeping Items

City Manager Amundson addressed several housekeeping items with the Council. Topics included the proper use of email, the ribbon-cutting process, and the procedure for adding an item to the Council agenda.

Adjournment

Mayor Richardson adjourned the retreat at 4:00 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

Date Approved:

Date Published



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, January 16, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

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

Welcome and Roll Call

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

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Interim Chief of Police Neher, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, and City Clerk Rogers.

Pledge of Allegiance

Councilmember Lukson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

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

Presentations

1. Swearing-In of Richland Police Officer Emilio Sanchez

Interim Chief of Police Neher administered the Oath of Office to Officer Emilio Sanchez then welcomed him to the department. Mary Dover and Brandi Hilmes of the Richland Police Department Foundation provided an overview of the services and programs funded for police officers and citizens. Mary Dover welcomed Officer Sanchez to the city then

presented him with a welcome basket on behalf of the Richland Police Department Foundation.

2. Horse Heaven Wind Farm Project Adjudication Update (5 minutes)

Pam Minelli, secretary of Tri-Cities C.A.R.E.S., (TCC) provided an update to the Horse Heaven Wind and Solar Farm Project. Ms. Minelli stated that at the December 20, 2023 Energy Facility Site Evaluation Council (EFSEC) meeting, staff was directed to develop recommendation options to consider for the removal the most objectionable wind turbines. TCC has submitted documentation to EFSEC, requesting the number of wind turbines be further reduced to accommodate aerial firefighting needs.

EFSEC will discuss and likely vote on one of the four proposals at its January 24, 2024 meeting. The proposal selected by EFSEC will then be submitted to Governor Inslee.

Ms. Minelli presented five (5) specific actions drafted by TCC for Council's consideration and action regarding the wind farm project. Detailed information can be found in the agenda packet. Following the presentation, Council offered comments and engaged in a question-and-answer session with Ms. Minelli.

Mayor Pro Tem Kent asked City Manager Amundson if correspondence had been previously submitted on behalf of Richland City Council to EFSEC regarding this project. City Manager Amundson replied that a record has been established by Council's adoption of Resolution No. 2023-76 which supports Tri-Cities C.A.R.E.S. as intervenor in the Horse Heaven Wind Farm Project Adjudication. Additionally, a letter opposing the project was signed by Mayor Christensen on behalf of the Richland City Council and delivered to EFSEC in March 2023.

Mayor Pro Tem Kent further noted that EFSEC developed four (4) proposals for consideration, and TCC is requesting Richland City Council to endorse one (1) of the four (4) proposals. Mayor Pro Tem Kent wanted to confirm that the proposal endorsed by Richland City Council resonates with past support. City Manager Amundson replied that unless otherwise directed by Council, staff will finalize the draft letter provided by TCC, which continues to oppose the project, for Mayor Richardson's signature.

Public Hearing

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

3. Public Hearing on Rules Related to City Employment: Adopting the Proposed 2024-2025 Collective Bargaining Agreement with International Brotherhood of Teamsters Local No. 839, Resolution No. 2024-10

Mayor Richardson opened and closed the public hearing at 6:25 p.m. No testimony was offered.

Public Comments

No public comments were offered.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Minutes

4. Approval of the January 2, 2024 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

5. Resolution No. 2024-06, Adopting the 2024-2029 Benton County Solid Waste and Hazardous Waste Management Plan
6. Resolution No. 2024-07, Declaring Intent to Increase Assessments for the Uptown Business Improvement District and Setting a Public Hearing Date
7. Resolution No. 2024-08, Approving a Purchase and Sale Agreement for Property adjacent to 2619 Falcon Lane
8. Resolution No. 2024-09, Authorizing an Agreement with Workday, Inc. for an Enterprise Human Resources Information System

Items - Approval

9. Appointment to the Utility Advisory Committee: Ricky Hyson

Expenditures - Approval

10. Expenditures from December 1, 2023 to December 31, 2023 for \$30,492,731.24 including Accounts Payable Check Nos. 318084-318943, Accounts Payable Wire Nos.

9839-9875, Payroll Wires & ACH Nos. 13725-13778, Payroll Direct Deposit & Check Nos. 216782-217916, and Pension Check Nos. 6633-6656.

Items of Business

11. Resolution No. 2024-10, Approving the 2024-2025 Collective Bargaining Agreement with the International Brotherhood of Teamsters Local No. 839

Human Resources Director Paulsen stated the International Brotherhood of Teamsters Local No. 839 (“Teamsters”) has been certified by the Public Employment Relations Commission (PERC) as the exclusive representative for collective bargaining with the City for covered positions, effective January 4, 2023. On December 12, 2023, a tentative two (2) year agreement with Teamsters was reached.

Human Resources Director Paulsen highlighted amendments and additions to the proposed 2024-2025 Collective Bargaining Agreement (CBA). At the conclusion of the presentation, Human Resources Director Paulsen welcomed questions from Council.

Mayor Pro Tem Kent expressed her appreciation to Human Resources Director Paulsen and all parties involved on the negotiation team for their efforts in reaching an agreement within a reasonable period of time.

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2024-10, APPROVING THE 2024-2025 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 839. MOTION CARRIED 7-0.

12. Resolution No. 2024-11, Authorizing a Grant Application to the Washington State Department of Transportation City Safety Program

With the aid of a PowerPoint Presentation, Public Works Director Rogalsky provided a high-level overview of the following:

- Background regarding the City traffic safety work
- Staff’s approach to street system safety improvements
- Updates to the City’s adopted Comprehensive Safety Action Plan (CSAP)
- Local Road Safety Plan Process
- 2018-2022 crash record data with city data analysis
- Local Road Safety Plan Process
- City-wide traffic safety upgrades
- State and Federal grant opportunities
- Briefed Council on proposed grant applications to Washington Department of Transportation’s (WSDOT) 2024 City Safety Program

Staff sought Council's authorization to submit grant applications to the WSDOT City Safety Program before the February 2, 2024 application deadline. The Program will provide

funding to improve City streets and requires no matching funds, provided that all phases of the successfully granted project are authorized before April 30, 2027. The City will seek funding for projects recommended in its 2023 CSAP.

At the conclusion of the presentation, Council provided comments and engaged in a question-and-answer session with staff.

COUNCILMEMBER JONES MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2024-11, AUTHORIZING A GRANT APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION CITY SAFETY PROGRAM. MOTION CARRIED 7-0.

13. Bonneville Power Administration (BPA) Power and Transmission Update (Discussion Only)

Energy Services Director Whitney provided an update on power and transmission issues experienced within the Northwest and regionally as they pertain to energy policy and energy policy decisions. The update included an overview of the following:

- Timeframe summaries of baseload generation
- Resource Adequacy Studies
- BPA Power – Resource Adequacy
- BPA Generation Interconnection Requests
- BPA Tri-Cities Transmission Capacity
- BPA Tri-Cities Transmission Reinforcement
- Energy Services Substations and Capacity Plans
- BPA Power Timeline (Existing power contract 2008-2028)
- New BPA Provider of Choice contract (2028-2043)

Detailed information can be found in the PowerPoint Presentation included in the agenda packet. Council offered comments and engaged in a question-and-answer session with staff throughout the presentation.

14. Opioid Abatement Update (Discussion Only)

Assistant City Manager Florence informed Council that since the last Opioid Abatement update provided to Council in June 2023, staff has been working with Benton and Franklin County agencies to draft an Interlocal Agreement (ILA) to oversee the allocation and utilization of funds dispersed from the One Washington Opioid settlement. Funds will be specifically utilized for the operating costs of Columbia Valley Center for Recovery (CVCR), related to the treatments of patients suffering from substance abuse disorder. The final ILA will be presented to Council for review and approval at a future council meeting.

To date, the City of Richland has received \$115,278.76 as part of the One Washington Opioid settlement, and an additional \$1,022,707.60 is expected to be dispersed over the

next seventeen (17) years. As part of the ILA, Benton County will prepare and submit all required spending plan to the regional Opioid Abatement Council (OAC) on behalf of the City, submit all reporting required by the OAC showing how funds have been expended on behalf of all agencies, maintain all records, and provide the City copies of reports filed.

Assistant City Manager Florence turned the floor over to Benton County Deputy County Administrator, Matt Rasmussen. Mr. Rasmussen provided a review and update on the following related to CVCR:

- Building acquisition for regional treatment facilities
- Four (4) key treatments and services offered
- Contracted providers
- Contractors and design-build process
- Branding and marketing efforts
- Field Responder Program Request for Proposals (RPF)

Council offered comments and engaged in a question-and-answer session with Mr. Rasmussen at the conclusion of the presentation.

Reports and Comments

City Manager

City Manager Amundson reminded Council and the public that winter weather may impact the City's operating hours. The City of Richland Winter Weather Plan is posted on the main page of the City's website, and on the City's social media platforms. Information regarding the impacts of operating hours for City facilities, including the Richland Library and Community Center, as well as information regarding remote bill pay options is also posted.

Next, City Manager Amundson stated the Richland Chamber of Commerce will pursue reinstating the Cool Desert Nights event this summer. The City of Richland will be supporting the Richland Chamber of Commerce in its efforts.

City Council

Councilmember Lukson encouraged everyone to wear appropriate footwear and to take extra care when walking outdoors.

Councilmember Maier expressed support for the Columbia Valley Center for Recovery treatment center. In parallel, CSAP projects funded by the WSDOT 2024 City Safety Program would increase physical improvements within the community, programs and services offered through the CVCR would support the mental well-being of community members.

Councilmember Whitten provided positive feedback regarding the current agenda packet

layout on the City's website, expressing that it is notably easier to navigate. Councilmember Whitten then welcomed Officer Sanchez to the Richland Police Department, announced that the Arts Commission will be reviewing and deliberating on the Supporting the Arts In Richland (STAR) award nominations during the next Arts Commission meeting, and thanked those who submitted START award nominations.

Councilmember Jones thanked city staff for diligently maintaining city streets during inclement weather.

Councilmember VanDyke made the following remarks regarding the meetings he participated in:

Utility Advisory Committee (UAC)

- At the UAC Organization meeting, Dave Larkin was elected as Chair, and Dan Porter was as elected Vice-Chair.
- Ricky Hyson's appointment to one of two UAC vacancies was approved by Council on tonight's consent agenda.
- UAC voted unanimously to pursue and develop an appropriate equitable rate structure to accommodate Atlas Agro's energy and industrial non-potable water needs.

Planning Commission

- Councilmember VanDyke recognized and thanked past Planning Commission Chair Francesa Maier for her attendance.
- At the Planning Commission Organization meeting, Jet Richardson was elected as Chair and Phillip Townsend was elected as Vice-Chair.
- The Planning Commission is reviewing building height and zoning regulations for the waterfront development at Tracts D&E.

Clean Energy Supplier Alliance

- Councilmember VanDyke shared that he, Mayor Richardson, and Councilmember Whitten attended a Clean Energy Supplier Alliance meeting. The Clean Energy Supplier Alliance aims to aid organizations and companies in preparing to support infrastructure and supply clean energy going forward.
- A reception was held at the conclusion of the Clean Energy Supplier Alliance meeting to welcome Framatome to the community. Local, national, and international executives of Framatome were in attendance and were thanked by members of the Clean Energy Supplier Alliance for their investments in the community.

Mayor Pro Tem Kent reminded everyone to exercise situational awareness and help others who might need extra assistance during inclement weather.

Mayor

Mayor Richardson made the following announcements:

- Announced there are several vacancies on the City's boards, commissions, and committees, and encouraged those who might be interested in serving to visit the City's website for more information.
- Stated that since serving in the role as Mayor, she has received numerous speaking engagement invitations, with the first one being from Liberty Christian School. The students of Liberty Christian School have requested

Mayor Richardson pass along a request to build a Chick Fil-A in the community.

- Reported on networking experiences with Framatome's executive leadership team at the welcome reception hosted by Clean Energy Supplier Alliance. Mayor Richardson expressed gratitude to Framatome for selecting the City of Richland to develop its nuclear fuel manufacturing facility, then shared statistics regarding the number of Framatome facilities and workforce.
- Thanked councilmembers for committing to serve on various internal and external council assignments as discussed at the January 12, 2024 Annual City Council Retreat meeting, adding that their dedication to attending meetings and reporting back to council is an investment in time and effort.
- Commended Richland Library Manager Nulph on his recent presentation on statistics relating to the community's involvement and appreciation of the library.
- Participated in a conference call with the Mayor Slavutych, a city in northern Ukraine. Slavutych has been Richland's sister city since the Chernobyl disaster in 1986.

Adjournment

Mayor Richardson adjourned the meeting at 8:28 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

Date Approved:

Date Published



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, January 23, 2024

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Richardson called the Council workshop to order at 6:00 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Interim Chief of Police Neher, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, and City Clerk Rogers.

Agenda Items

1. Fire Permit Fees - Rate Structure Discussion

Fire Chief Huntington provided background information leading to the discussion of the topic, and stated the primary goal of this discussion is to gain Council's feedback and perspective on instituting a fire permit fee structure.

Fire Chief Huntington turned the floor over to Fire Battalion Chief VanBeek, who oversees the Fire Prevention Division. Fire Battalion Chief VanBeek reported that the division is staffed by 2.5 Full-Time Equivalent (FTE), and is responsible for a broad range of activities including commercial and residential plan reviews, new construction plan reviews, fire alarm and sprinkler system reviews, fire investigations, fire code enforcement, and public education designed to reduce hazard and risks throughout the community.

It was noted that since 2019, the division has had to scale back on core mission work due to an increase in commercial and residential construction. As a result, the main focus has shifted to prioritize economic development and customer service for developers and contractors. In 2021, the division halted fire and life safety inspections for existing businesses due to capacity constraints. Other reductions included public education initiatives and pre-incident planning.

The shift in focus also affected the division's Washington Surveying Rating Bureau

(WSRB) score, which influences fire insurance rates in the city. The score for fire prevention activities dropped significantly, further emphasizing the division's focus on maintaining economic development and resulting in a significant reduction in services provided to the existing business community.

The anticipated retirement of the Assistant Fire Marshal and the difficulty in finding a suitable replacement were discussed. The current hiring and employment profile for uniformed staff does not align with the needs of plan review functions. To address these issues, negotiations with the International Association of Fire Fighters (IAFF) have led to the transition of some prevention work to civilian positions, such as a fire plan reviewer and a Community Risk Reduction Specialist with a focus on inspections for existing businesses.

The general fund currently subsidizes a portion of the division's work, which predominantly supports economic development. In 2019, a Cost-of-Service study recommended a cost-recovery model for economic development work. A subsequent matrix audit in 2023 also recommended implementing a cost-recovery model.

Staff sought Council's support to bring forth a proposal to fund civilian positions. Additionally, feedback on the proposed rate structures for cost recovery was sought, with options including:

- Aligning with local costs, even if it does not fully fund positions
- Full cost recovery, including overhead and general cost allocation
- Scaled cost recovery for the new positions
- A weighted model focusing on business over residential plan reviews
- A combination of the above

Council provided comments and engaged in a question-and-answer session with staff throughout the presentation. Fire Chief Huntington sought Council's feedback on the proposals. After Council offered comments and suggestions, Fire Chief Huntington replied that staff will present conduct additional research and share findings with Council at a future meeting.

2. Attainable Housing Strategy

Deputy City Manager Schiessl introduced the topic then turned the floor over to Development Services Director Jensen. Development Services Director Jensen presented information pertaining to Focused Development, one of the priorities adopted in the City's 2024-2026 Strategic Plan. This strategic priority addresses a pressing need of availability and affordability of housing.

With the aid of a PowerPoint Presentation, Development Services Director Jensen began his presentation by providing local, statewide, and national statistics relating to housing costs, the Affordable Median Income (AMI), the national housing crisis, the most affordable metro areas in the country, interest rates, and housing costs. Development Services

Director Jensen presented proposals to address the housing affordability and availability crisis. The proposals to encourage more affordable/attainable housing in Richland included options within the areas of regulations, incentives, and investments.

Regulations

- Upzoning – Ability to create more housing, especially middle housing
- Accessory dwelling units – Already allowed in all residential zones
- Eliminate medium dwelling unit size
- Inclusionary zoning
- Reduce parking requirements
- Minimize design standards – No design standards in residential districts
- BMS Harvest Ridge – Potential conversion of low-density zoning to high-density zoning working with a land trust
- Legislature
 - HB2308 – Property tax exemption by converting existing commercial buildings into affordable housing units
 - HB2003 – Leaseholders exempt from tax on public lands for affordable housing

Incentives

- Waive permit fees
- City construct and provide infrastructure
- Expedited or preferential plan review
- Pre-approved building plans
- Multi-family tax incentives
- Create density bonuses

Investments

- Sell city-owned property
- Financial Investments (CDBG & HOME funds)
- Partnership with non-profit organizations
- Support community land trusts (CLT)

Development Services Director Jensen sought feedback from Council on the options presented. Council provided comments, offered suggestions, and engaged in a question-and-answer session with staff throughout the presentation.

Mayor Richardson announced the Washington Department of Commerce reported a historic allocation of \$320 million throughout Washington state to address the affordable housing crisis. However, only \$38 million will be invested in homeownership opportunities. Of the \$38 million, only \$5 million was allocated for eastern Washington communities. As a result, Mayor Richardson encouraged staff to build partnerships with organizations to combat the housing crisis.

Mayor Richardson inquired of the average cost of rental property. Development Services Director Jensen replied that he will research this matter and will provide Council information in the near future.

3. Legislative Update

Deputy City Manager Schiessl provided an update on several senate and house bills that align with the City's legislative priorities. Deputy City Manager Schiessl shared that he has worked with Mayor Richardson and Mayor Pro Tem Kent on several legislative updates to reserve testimony opportunities at upcoming committee hearings.

- HB2158 – An act relating to expanding urban growth area boundaries for residential development. The legislature intends to direct cities and counties to expand urban growth area boundaries so that any parcel that shares a common boundary with, or is located across the road from, a residential parcel with access to urban services can be developed for residential purposes.

There is only one area within the City of Richland where this bill would apply, and the County has designated this land as a land of long-term agricultural significance, which is a term intended to preserve agriculture land. Staff recommends that Council support this bill.

Mayor Richardson is scheduled to provide remote testimony in support of this bill on Thursday, January 25, 2024 at 8:00 a.m.

- HB 1981 – Incentives qualifying businesses to apply for a preferential business and occupation tax rate for clean advanced nuclear producers. Local businesses and the City of Richland have submitted support for this bill.
- HB 2120 – Creates tax incentives for Targeted Urban Areas (TUA).

Mayor Richardson is scheduled to provide remote testimony in support of this legislation on Thursday, January 24, 2024 at 1:30 p.m.

- SB5059 – Proposes a requirement for jurisdictions to pay interest on claims from the time an injury is sustained until the judgement is awarded. Washington Cities Insurance Authority (WCIA), the City's insurance risk pool agency, is lobbying against the bill. Likewise, the City will oppose the bill.
- SB2051 – Prohibits the sale of gas-powered engines of 40 horsepower and under as of January 2027.

The legislation will provide grant opportunities for early compliance.

City Manager Amundson announced that he received an email from Pasco City Manager Adam Lincoln, stating the Pasco City Council has directed their staff to draft a letter to urge legislature and Governor Inslee to address fentanyl during this legislative session. City Manager Amundson sought Council's input and stated Council will have an opportunity to review the draft letter before deciding to sign with the City of Pasco.

- HB1860 - Prohibits entities from requiring a team or participants of an

extracurricular activity to stay at a specific lodging accommodation as a requirement for participation in an event or tournament. Visit Tri-Cities does not support this bill.

- SB5770 – Authorizes authorities to increase property tax by up to three (3) percent maximum, or inflation, whichever is less. The City of Richland has not had to increase property tax beyond one (1) percent. This bill is supported by Association of Washington Cities (AWC).

Council offered comments on this bill.

- HB2117 – Adds an Energy Facility Site Evaluation Council (EFSEC) permit requirement for aerial firefighting around utility scale wind turbines. This bill is supported by Tri-City C.A.R.E.S.

In conclusion, Deputy City Manager Schiessl reported that the City submitted funding requests for two (2) capital requests:

- regional submittal for \$4 million of microwave infrastructure for emergency communications backbone.
- \$1 million transportation budget for the SR240/Aaron Drive Intersection

Closing Comments

Mayor Richardson shared that in a collaborative effort, the Mayors of the cities of Richland, Pasco, Kennewick, and West Richland will meet each month to discuss the microwave infrastructure project to ensure that decisions made will benefit communities collectively.

In conclusion, Mayor Richardson announced that City Manager Amundson will be out of town attending a conference January 24-26, 2024, and will be one of the conference speakers.

Adjournment

Mayor Richardson adjourned the meeting at 8: 00 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

Date Approved:

Date Published



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-12, Establishing Council Assignments for Calendar Years 2024-2025

Department/Office
City Manager

Ordinance/Resolution Number:
2024-12

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-12, establishing Council assignments for calendar years 2024-2025.

Summary:

Section 2.04.125 of the Richland Municipal Code (RMC) provides that the City Council shall, biennially, select from among its members council liaisons to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The list of recommendations for appointment is then submitted to City Council in open session for approval.

Richland City Council discussed assignments for calendar years 2024-2025 at its January 12, 2024 annual retreat. The list of recommended appointments from that discussion is presented in Resolution No. 2024-12.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2024-12

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING COUNCIL ASSIGNMENTS FOR CALENDAR
YEARS 2024-2025.**

WHEREAS, RMC 2.04.125 provides that the City Council shall, biennially, select from among its members council liaisons to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120; and

WHEREAS, through this Resolution No. 2024-12, Council liaison/representative assignments will be made for calendar years 2024-2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the following councilmembers shall serve as liaison/representative to the following agencies, boards, commissions and committees for calendar years 2024-2025:

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Councilmember Whitten
Code Enforcement Board.....	Councilmember Maier
Economic Development Committee	Councilmember Jones
Emergency Operations Board (Per RMC)	Mayor Richardson
Firefighters' Pension Board (Per RCW)	Mayor Richardson, Chair
Richland Public Library Board of Trustees	Councilmember Kent
Lodging Tax Advisory Committee	Councilmember Lukson
Parks & Recreation Commission	Councilmember Kent
Planning Commission	Councilmember VanDyke
Police Pension Board (Per RCW)	Mayor Richardson, Chair Mayor Pro Tem Kent
Utility Advisory Committee	Councilmember Whitten

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Port of Benton Councilmember VanDyke
Port of Kennewick Councilmember Jones
Tri-City Regional Chamber of Commerce Councilmember VanDyke

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board Councilmember Maier
Benton County 2060 Affordable Housing Steering Comm.... Vacant Until Further Notice
Benton-Franklin Community Action Committee Councilmember Whitten
Benton-Franklin Council of Governments..... Councilmember Jones
Benton County Mosquito Control Board..... Councilmember Whitten
Visit Tri-Cities Mayor Pro Tem Kent
Tri-Cities Development Council (TRIDEC)..... Councilmember Lukson

LOCAL, REGIONAL, AND NATIONAL ORGANIZATIONS

Benton County Solid Waste Advisory Committee Mayor Richardson
Energy Communities Alliance..... Councilmember Jones
Councilmember Whitten
Alternate - Councilmember VanDyke
Hanford Area Economic Investment Fund Committee Mayor Richardson
Hanford Communities Governing Board..... Councilmember VanDyke
Richland Public Facilities District Councilmember Jones
Tri-Cities Regional Public Facilities District..... Councilmember Lukson
Tri-Cities National Parks Committee..... Mayor Richardson

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-13, Authorizing a Consultant Agreement with SAFEbuilt Washington, LLC for Building Permit Plan Review and Inspection Services

Department/Office
Development Services

Ordinance/Resolution Number:
2024-13

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-13, authorizing the City Manager to sign and execute an agreement with SAFEbuilt Washington, LLC for building permit plan review and inspection services.

Summary:

The City of Richland Building Division provides permitting, plan review, and inspections for residential and commercial building projects in Richland. This includes plumbing, mechanical, and structural work for new construction and remodels. The City is often faced with the need for additional assistance with building permit plan review and inspection services, especially when challenged by staffing shortages or during peak construction times throughout the year. In order to augment staff, a competitive Request for Proposals (RFP) was issued in accordance with the City's purchasing policies to select a vendor to provide additional support as needed.

The City received four (4) responses to the RFP. SAFEbuilt Washington, LLC was selected as the most qualified vendor to provide building permit plan review and inspection services. SAFEbuilt Washington, LLC also offered the best pricing structure for the City. The City's best interests are served by contracting with SAFEbuilt Washington, LLC for additional support to ensure the City meets its time-sensitive regulatory obligations.

This agreement will allow the City to be responsive to the development community when warranted by customer demand or when special technical expertise is required.

Staff recommends adoption of Resolution No. 2024-13.

Fiscal Impact: The Building Division's budget includes the \$50,000 anticipated for these services.

Attachments:

1. Resolution No. 2024-13
2. Proposed Agreement - SAFEbuilt Washington, LLC

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH SAFEUILT
WASHINGTON, LLC FOR BUILDING PERMIT PLAN REVIEW AND
INSPECTION SERVICES.**

WHEREAS, the City's Building Division provides permitting, plan review and inspection services for residential and commercial building projects in Richland, including plumbing, mechanical and structural work for new construction and remodels; and

WHEREAS, the City is occasionally faced with the need for additional assistance with building permit plan review and inspection services when challenged with staffing shortages, training, and peak construction periods throughout the year; and

WHEREAS, a competitive Request for Proposal (RFP) process was conducted in accordance with the City's purchasing policies, with four (4) responses received; and

WHEREAS, SAFEuilt Washington, LLC was selected as the most qualified vendor to complete the building permit plan review and inspection services; and

WHEREAS, a scope of work and budget have been negotiated with SAFEuilt Washington, LLC; and

WHEREAS, the City's best interests are served by executing a consultant agreement with SAFEuilt Washington, LLC to provide the identified services as needed.

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 two-year consultant agreement with SAFEuilt Washington, LLC for an amount not to exceed \$50,000 annually to provide building permit plan review and inspection services.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Building Permit Plan Review and Inspection Services

This Agreement is entered into this _____ day of February, 2024 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **SAFEbuilt Washington, LLC ("Consultant")**, a Washington for-profit corporation with service at 1621 114th Avenue SE, Ste 219, Bellevue, WA 98004. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFP 23-0096
 4. ☒ Exhibit B: Solicitation No. RFP 23-0096 proposal response submitted by Consultant dated November 1, 2023.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2025.

3. TERM

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

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Fifty thousand dollars and no cents (annually) (\$50,000.00 (annually))**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

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

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager

City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us

Phone: (509) 942-7710

Contact Name: Chris Giordano, CEO, MSC, CCM /
Charity Campfield (Account Manager)

Name of Firm: SAFEbuilt Washington, LLC
Address: 1621 114th Avenue SE, Ste 219

Address: Bellevue, WA 98004
Email: cgiordano@safebuilt.com or
ccampfield@safebuilt.com

Phone Number: (954) 266-6475 or (307) 292-1124

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties

cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft

Exhibit A



Request for Proposals # 23-0096 Building Permit Plan Review & Inspection Services

ELECTRONIC SUBMITTAL

Richland, WA

November 1, 2023 | 3:00 pm PST

Charity Campfield

Account Manager
307.292.1124
ccampfield@safebuilt.com

David Spencer

Operations Manager
206.316.0865
dspencer@safebuilt.com

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November 1, 2023

City of Richland
Building Division
625 Swift Boulevard
Richland, WA 99352

CORPORATE OFFICE
444 N. Cleveland Avenue
Loveland, Colorado 80538
Phone 866.977.4111
info@safebuilt.com
www.safebuilt.com

WASHINGTON OFFICE
1621 114th Avenue SE, Ste 219
Bellevue, WA 98004
425.818.5237

RE: RFP 23-0096 Building Permit Plan Review & Inspection Services

SAFEbuilt Washington, LLC (SAFEbuilt), a wholly-owned subsidiary of SAFEbuilt LLC, is pleased to present our proposal for Building Permit Plan Review and Inspection Services to the City of Richland (City).

Richland is a rapidly growing part of the Tri-Cities area, therefore accurate plan review and building inspection services are critical to support economic growth and ensure that the City of Richland is where people want to live, work, and play. Selecting a partner for your building department needs is a daunting task, and the company you choose must have demonstrated success and be capable of providing all of the required services. We are confident you will find SAFEbuilt to be that company. We look forward to presenting our qualifications in the pages that follow.

Since 1992, SAFEbuilt began providing efficient community development solutions, including Plan Review and Building Inspection Services. Working with communities of all shapes and sizes and spanning across the country, our family of companies works with more than 1,900 municipal and private provider customers in 37 states and the District of Columbia.

- ✓ **Your Local Partner** SAFEbuilt is your dependable, local partner with the capacity to customize services to meet your needs. The City will benefit from this partnership by working with [State Operations Manager, David Spencer](#) and [Plan Review Manager, Amber Green](#). As industry experts and project leaders, David and Amber have a wealth of experience working with municipalities in communities such as Richland.
- ✓ **Best Practices for Efficiencies** SAFEbuilt tailors its services using proven best practices, innovative technology, and unparalleled quality assurance. Our streamlined internal operations focus on improving efficiencies, saving time and money. The qualifications and training of our staff, combined with our robust business systems and core commitment to customer satisfaction, ensure that the City of Richland receives the highest level of performance and professionalism in the industry.
- ✓ **Proven Experience** Our long-term experience partnering with municipalities within the State of Washington and nationwide means that the City will benefit from our team's vast knowledge of national building codes and design criteria along with their ability to quickly learn ordinances, regulations, and amendments specific to the City. Client satisfaction remains our underlying work performance theme, and is the most important part of any statement on past performance. Within this proposal response, we have provided examples of our work, each similar to this contract's size, scope, and complexity.

As Chief Executive Officer of SAFEbuilt, LLC, I am authorized to negotiate and fully execute any contract agreement that may arise from this proposal. Ms. Charity Campfield, Account Manager will be our main contact for any questions or clarifications regarding our proposal and qualifications.

Best Regards,



Chris Giordano, MSC, CCM
Chief Executive Officer, SAFEbuilt, LLC





SECTION A

Preface

	City of Richland	Solicitation Number: RFP 23-0096
	Attachment A RFP Signature Form and Addendum Acknowledgement	

Building Permit Plan Review and Inspections

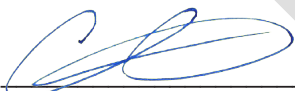
ALL PROPOSERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

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

Respectfully submitted this 1st day of November, 2023.

Name of Firm: SAFEbuilt Washington, LLC

Address: 1621 114th Avenue, SE, Suite 219 Bellevue, WA 98004

Signature: 

Name (Print): Chris Giordano, MSC, CCM

Title: Chief Executive Officer

Email: cgiordano@safebuilt.com

Phone: 954-266-6475





SECTION B

Executive Summary

EXECUTIVE SUMMARY

Introduction

In 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 37 states and the District of Columbia for the efficient delivery of third-party community development solutions.

Our services are consistent and customizable, making each community we partner with a better and safer place to live, work and play. Our team members are experts in their field and have the knowledge, skills and ability to handle complex code issues covering building, accessibility, mechanical, plumbing, energy, and sprinkler codes standards.

Our solid reputation as an industry leader demonstrates our knowledge, flexibility, and cost efficiencies, providing reliability the City needs. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested, and specific to your needs, providing the following fundamental service elements: **focus on cost-saving approaches, methods; tailored, responsive services; swift turnarounds, expedited services; a wealth of code knowledge, building industry experience.**

Team Leadership

SAFEbuilt believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties with the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship.

Your proposal main contact is **Charity Campfield, Account Manager**. She will provide contract oversight and act as an intermediary between SAFEbuilt and the City. Charity has worked in local government in the capacity of Clerk and Finance Director. She has working knowledge of building permitting, planning and implementing new software systems. Charity brings a wealth of knowledge from the municipal perspective.

We are certain the City will benefit from this partnership by working with **State Operations Manager, David Spencer** and **Plan Review Manager, Amber Green**. As industry experts and project leaders, David and Amber have a wealth of experience working with municipalities in communities such as Richland. David has 34 years of industry experience and has served in various building department support roles in Washington, including Building Official for Chelan County and the cities of North Bend and Westport. In addition to seven ICC certifications, he is a WABO ACO-accredited Code Official. He joined SAFEbuilt in 2017 and is currently our Regional Operations Manager.

Amber Green has more than 17 years of experience providing building department services to communities throughout Washington State. Before joining the SAFEbuilt team in 2017, she served as a Plans Examiner for Kittitas County.



CHARITY CAMPFIELD
Account Manager
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307.292.1124



DAVID SPENCER
Operations Manager
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206.316.0865



AMBER GREEN
Plan Review Manager
agreen@safebuilt.com
206.718.7659



COMPANY PROFILE

YEAR FOUNDED
1992

COMPANY STRUCTURE
Corporation

SAFEbuilt is the Parent to 20
Subsidiary Companies

LOCAL PROJECT OFFICE
1621 114th Avenue SE, Suite 219
Bellevue, WA 98004
425-818-5237

CORPORATE HEADQUARTERS
444 Cleveland Avenue
Loveland, CO 80538

OTHER OFFICES
Arizona | Texas | Florida | Georgia
| South Carolina | Michigan | Ohio
| Illinois | Wisconsin | California |
Pennsylvania

Services Available
Building Department Management
Plan Review
Inspections
Code Enforcement
Construction Management
Urban Planning & Design
Civil Engineering
Landscape Architecture
Grant Writing & Administration
Transportation & Mobility Planning
Disaster Recovery Support
Real Estate/Right-of-Way Services
Survey & Mapping

COMPANY RESOURCES
1700+ Employees
800+ Certified & Licensed
Professionals
35+ Master Code Professionals

Team Qualifications

We deliver solid teams of skilled industry professionals to meet the goals and objectives of each community we serve, providing experienced staff with the necessary licenses and certifications to achieve successful outcomes. SAFEbuilt has completed thousands of community development projects, and we have the staff to accommodate all the requirements needed for your growth, delivering consistent and responsive customer service every day.

The team proposed for this contract have a combine experience of more than 100 years, almost 30 ICC certifications and includes a Master Code Professional - the highest certification offered by ICC. They are at the top field and have the knowledge, skills and abilities to handle any project assigned.

Operations Manager, David Spencer, Plan Review Manager, Amber Green, and Account Manager, Charity Campfield will be available at any point during the contract term for issue resolution or to discuss the need for additional services. If needed, they can request corporate reach-back support to resolve any issues outside their scope of responsibility.

Our staff has experience serving in senior positions within numerous Washington cities and public agencies, including Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

Our employees hold licenses and certifications in many industry disciplines, including those from International Code Council (ICC). Additionally, they are members of industry organizations and sought-after speakers who serve in communities to help define industry best practices. The key advantage of selecting SAFEbuilt as your partner for Plan Review Services stems from our unique position to augment of scale back resources depending on the City's needs. Due to our national reach and remote electronic review program, we can easily reallocate resources to address a sudden peak in reviews with relatively short notice.

With a national workforce of experienced professionals working across our family of subsidiary companies, we can support your community with the people, scale, and services you need. Municipalities demand practical, cost-effective and innovative solutions. We utilize our proprietary technology, partner solutions, operational best practices, and national and local certified experts to deliver meaningful results and higher service levels. SAFEbuilt brings a comprehensive set of innovative, technology solutions: CommunityCore (our proprietary building services software), digital plan review and workflow management, geographic information systems, field management technology, custom application development, IT support, software integration and analytical solutions. We also integrate with the full range of local government software systems.

Plan Review Services Program

SAFEbuilt's work model for plan review services emphasizes flexibility, quality, and collaboration to meet the City's needs and our team works together to provide a seamless design plan review process. This collaborative approach helps prevent unintentional complications for project applicants and ensures a more efficient and predictable review experience.

We offers flexibility by allowing access to additional plan reviewers in Washington or through their national remote plan review program, ensuring that the City's needs are met without compromising quality and service. We will work closely with the City to ensure that all plan submittals are properly coordinated and tracked.

SAFEbuilt is capable of conducting all plan reviews electronically, either through the City's established system or their Bluebeam Revu technology. This approach enhances efficiency and reduces paper usage. Our is committed to working with project applicants in a collaborative and professional manner. We aim to quickly identify and resolve violations of codes, standards, or local ordinances, facilitating a smoother process for all stakeholders. We place a strong emphasis on thorough plan reviews to ensure that construction documents are complete and accurate. This reduces the likelihood of questions and problems arising during the construction phase.

To put it simply, SAFEbuilt's approach to plan review services focuses on quality, collaboration, and efficiency. We leverage technology, expert staff, and a commitment to transparency to help municipalities and project applicants navigate the plan review process effectively.



Inspection Services

SAFEbuilt's inspections program approach is designed to provide comprehensive support to municipalities throughout the construction process while ensuring compliance with adopted codes and specific requirements. Before the contract begins, SAFEbuilt meets with the City to establish a customized inspection notification process, ensuring that the City's specific requirements are considered. SAFEbuilt inspectors focus on educating and informing customers during inspections to enhance their experience. This approach aims to help stakeholders understand the compliance requirements and improve the overall construction process. SAFEbuilt utilizes technology to streamline the inspection process. We offer web-enabled permitting systems that allow residents, contractors, and homeowners to access permits, review statuses, and request inspections online. Our Quality Assurance Program includes random inspection evaluations by Building Officials and Operations Managers throughout the year. SAFEbuilt's comprehensive approach to inspections is focused on efficiency, compliance, customer education, and quality assurance to support municipalities and streamline the construction process.

Approach & Method of Providing Quality Services

SAFEbuilt understands the value that comes with a convenient, efficient, and streamlined processes. We have developed very specific approaches to every aspect of managing a building department. Our plan for the City focuses on the following areas: Project Management, Communication, Customer Service, Continuous Improvement and Quality Control and Project Management Technology Tools.

Cooperative Purchasing

SAFEbuilt participates in cooperative purchasing in many jurisdictions we partner with and is amenable to offer similar services to other communities under the Washington State Interlocal Cooperative Act.





SECTION C

Project Approach

PROJECT APPROACH & SCHEDULE

PLAN REVIEW SERVICES APPROACH

The plan review process involves several stages and covers a wide range of aspects to ensure the quality and compliance of the proposed project with city regulations and standards. This comprehensive review process aims to ensure that construction or development projects within the City meet all relevant standards and regulations, maintain environmental quality, and are in compliance with local and state requirements. The key aspects include:

Assignment of Reviewers Each plan review is assigned to a plan reviewer with oversight from the Plan Review Manager. The assigned design plan reviewer handles subsequent submittal reviews for the project.

Plan Review Evaluation All plan reviews are evaluated by the Plan Review Manager to ensure quality control. This evaluation includes checking the level and quality of comments from the review, consistency with similar reviews, and the avoidance of last-minute or "gotcha" comments.

Completeness of Application and Submittals Development applications are reviewed for adequacy and compliance with the City's submittal guidelines and requirements.

Engineering Quantity Estimates and Costs Review of engineering quantities for accuracy and cost estimates for reasonableness of unit costs based on current industry trends.

Grading Improvement Plans Plans are checked for compliance with project Conditions of Approval, City codes and regulations, including onsite drainage and all off-site improvements. Geotechnical report reviews are conducted for grading permits and special projects.

Geological and Geotechnical Reports Reviewing reports for compliance with project Conditions of Approval and applicable standards.

Varied Reviews for Different Projects Engineering review of grading permit/applications depends on the complexity and location of the proposed grading. Different types of projects are reviewed differently.

Soils Reports and Boundary Conditions Soils reports are evaluated, and boundary conditions are assessed to maintain continuity with surrounding properties and existing drainage patterns.

Feedback and Communication Feedback and communication of plan reviews are customized to each jurisdiction and will be determined at a kick-off meeting at the beginning of the contract.

DESCRIPTION OF TASKS, SERVICES & DELIVERABLES

The proposed Plans Examiners for the City will:

- ✓ Receive and record incoming plans submitted by electronic copy, providing the customer with the ability to track progress. The log also serves as a tracking mechanism to ensure turnaround times are met and the completeness of the review.
- ✓ Attend pre-submittal and pre-construction meetings as requested.
- ✓ Transmit plans with Bluebeam Revu or the City's preferred method for electronic plan review.
- ✓ Return all emails/voicemails within 24 hours.
- ✓ Determine the scope of the project before plan review. Double-check each submittal to ensure it is complete and compliant with all relevant Federal, State, and local requirements reviewing all construction documents and plan sets.
- ✓ Verify information shown on each permit application. Construction valuation is based on information provided and compared to estimates provided.
- ✓ Review all construction documents and plan sets for all trades within proposed time frames. Perform work at a level of competency following industry standards. All plan reviews will be performed by ICC-certified personnel.
- ✓ Use compliance checklists during plan reviews. Provide (at a minimum) the following in the plan review letter:
 - Cite the applicable construction drawing sheet number(s).
 - Provide a brief but concise comment explaining the identified issues.
- ✓ Return approved plans/associated documentation to the applicant in a timely and professional manner.
- ✓ Provide design advice only in the context of achieving code compliance (written and verbal communication).
- ✓ Perform plan reviews within specified time frames.
- ✓ Communicate valuation/fee updates to the City.



TECHNICAL CAPABILITIES IN PLAN CHECK AREAS

SAFEbuilt staff possesses significant technical capabilities in all areas of plans examination competence. Plan reviewers are licensed engineers and/or ICC Certified or otherwise qualified with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a Washington-licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on an as-needed basis as requested.



NON-STRUCTURAL LIFE SAFETY

SAFEbuilt's non-structural plan reviewers furnish plan review services for a vast array of projects. Completed plan review projects range from single-story residential projects to complex high-rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- NFPA Codes
- ADA Standards for Accessible Design
- ANSI Standards
- NEHRP Requirements for Existing Building
- AISC 341, 358 and 360
- ASCE 7, 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for Wood Framing
- ACI 318 & 530
- TMS 402 & 602
- Local/State Historic Building Codes
- State Specific Codes and Regulations
- Locally adopted amendments or ordinances



GREEN BUILDING STANDARDS

Our staff is familiar with the incorporation of green building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.



FIRE CODE PLAN REVIEW

We have a complete staff of experienced and licensed professional fire protection plans examiners. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to ICC Fire Code, Uniform Fire Code, state Fire Code, Life Safety Code, NFPA standards, and any local/regional requirements.



FLOOD ZONES

SAFEbuilt's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. SAFEbuilt's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of SAFEbuilt's staff have participated in state-sponsored committees to establish guideline and regulations for construction in areas designated as flood zones.



ACCESS COMPLIANCE

All SAFEbuilt's certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. They are fully trained and familiar with state specific accessibility requirements and ADA compliance regulations.



STRUCTURAL

Our licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials.



LATERAL FORCE RESISTING SYSTEMS

Our engineers have designed or reviewed an array of lateral force resisting systems including:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shear-wall Systems
- Masonry Shear-wall Systems
- Concrete Shear-wall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems



PLAN REVIEW PROCESS

Our plan review process allow designers to conference with all plan review disciplines in a variety of ways. SAFEbuilt has the ability to receive plans from the jurisdiction or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc or thumb drive, which decreases the time delays and costs associated with shipping plans. Our process has been designed to not only be convenient for our client jurisdictions, but also highly convenient for the designers and permit applicants being served.

PLAN REVIEW COMMUNICATION

Plan reviews, when not immediately approved, will result in a list of comments referring to specific details and drawings, and referencing applicable code sections. SAFEbuilt will provide a clear, concise, and thorough document (i.e., comment list) and red-lined plans from which clients, designers, contractors, and owners can work.

We tailor our plan review process to exactly how the jurisdiction would like us to. This includes the accepting and returning of plans, how they want us communicating with the applicant and how they want plans stamped. I think it is important to focus on our flexibility to accommodate whatever processes they have in place.

SAFEbuilt's staff of engineers and plans examiners are always available and willing to discuss plan review status and/or issues for projects that we have reviewed with City staff, applicants, designers and/or contractors via meetings, phone, video conference, or e-mail as required to resolve issues. Voice mails, e-mails and faxes will be responded to as quickly as possible, usually within 24 hours.

ELECTRONIC PLAN REVIEW BENEFITS

SAFEbuilt's remote plan review services offer an ideal approach to help the City manage increasing workloads. SAFEbuilt has a robust and well-qualified plan review team in Washington in addition to it's parent company SAFEbuilt's Nation Plan Review Program.

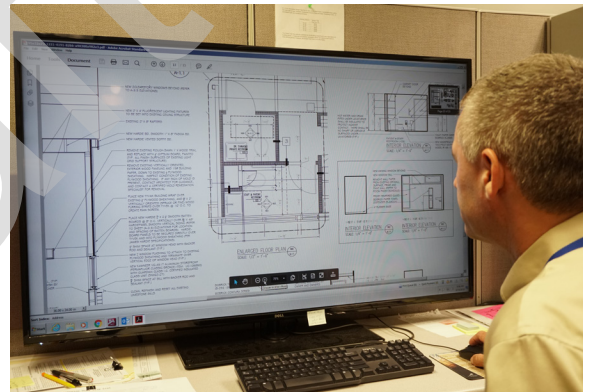
The benefits of this approach include:

Access to multi-disciplined Plans Examiners. Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the City with access to credentialed multi-discipline Plans Examiners locally or across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.

No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project's status.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to wait in a building department office or for a phone call. Clients can access the portal anytime, anywhere, without restrictions to office hours.



BALANCING CHANGING WORKLOAD USING OUR NATIONAL PLAN REVIEW PROGRAM

A partnership with SAFEbuilt provides the City instant access to a pool of licensed, experienced, and customer-focused building support personnel. Our staff consists of a team of industry professionals who have supported municipalities across the country, providing consistent and responsive customer service every day. When economic recovery is required, we can adjust service levels to help you manage your costs. SAFEbuilt has successfully provided building services under such conditions and is committed to working for the City and your community's residents. In addition to the local Plans Examiners dedicated to this contract, SAFEbuilt offers the City access to our national team of Plans Examiners within our National Plan Review Program. These Plans Examiners are located at offices throughout the country and stand ready to support the City with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs.



APPROACH TO BUILDING INSPECTIONS

Our team familiarizes themselves with state and local ordinances, conditions, and requirements before beginning services. We know that technical competence, while expected, is not enough. Experience, together with careful and thorough consideration of issues and impacts, are critical as well. SAFEbuilt operations conducts building, mechanical, plumbing, accessibility and Green Building inspections for building-related permits. Our inspections are based on state and local codes, and adopted amendments.

Inspection checklists and building guides are accessible from our inspectors' tablets to assist customers in the field—electronic versions of code books are also available on their tablets.

Assigned SAFEbuilt staff will perform a variety of building inspection services for the City. These inspections will be performed for residential and commercial buildings, and include existing buildings, new construction, and buildings damaged from earthquakes, fires, and other disastrous emergencies. Building inspectors will inspect and identify issues of non-compliance with applicable building and fire codes for all buildings.

Additionally, our Building Inspection team ensure all building activities at construction sites are in conformance with the approved project plans. SAFEbuilt's inspectors will provide field inspections, including site inspections of projects to verify conformance with approved drawings and specifications. This will include review of the permit documents to verify that on-site conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. When necessary for large or fast-track projects, multiple inspectors are available.

At the completion of inspections, SAFEbuilt's inspectors will complete all necessary City forms and documents as required to provide seamless service.

Additionally, inspectors will complete the following steps:

- ✓ Create an inspection contact information sheet upon receiving notification to perform inspection.
- ✓ Review all plans as submitted and approved prior to inspection to understand project in detail.
- ✓ Perform all inspections scheduled within agreed upon time frames.
- ✓ Issue all correction notices for observed violations in writing and a copy of the inspection ticket will be left with the appropriate site personnel.
- ✓ Provide immediate feedback to on-site personnel for timely corrections.
- ✓ Enter all completed inspection reports into the system on the same day inspections are performed.
- ✓ Diligently identify and document any issues found and suggest alternate means when appropriate.
- ✓ Leave a copy of the inspection ticket and discuss the inspection results with the appropriate site personnel.

TYPES OF INSPECTIONS TO BE COMPLETED

Footing Inspection



Footing inspections shall be made after the trenches are excavated, all grade stakes are installed, all reinforcing steel and supports are in place and appropriately tied, all necessary forms are in place and braced and before any concrete is placed.

Under-Slab Inspection



Under-slab inspections, as appropriate, shall be made after all materials and equipment to be concealed by the concrete slab are completed.

Foundation/Crawl Space Inspection



Foundation and crawl space inspections shall be made after all foundation supports are installed. This inspection is to check foundation supports, crawl space leveling, ground clearances and positive drainage when required.

Rough-In Inspection



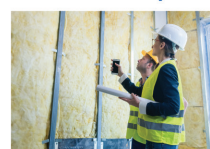
Rough-in inspections shall be made when all building framing and parts of the electrical, plumbing, fire protection, or heating-ventilation or cooling system that will be hidden from view in the finished building have been placed but before any wall, ceiling finish or building insulation is installed.

Building Framing Inspection



Framing inspections shall be made after the roof, excluding permanent roof covering, wall ceiling and floor framing is complete with appropriate blocking, bracing, and firestopping in place.

Insulation Inspection



Insulation inspections shall be made after an approved building framing and rough-in inspection and after the permanent roof covering is installed, with all insulation and vapor retarders in place, but before any wall or ceiling covering is applied.

Final Inspection



Final inspections shall be made for each trade after completion of the work authorized under the technical codes.



These inspection types apply to both residential and commercial structures as appropriate for design and construction.

REMOTE VIRTUAL INSPECTIONS

SAFEbuilt has used remote virtual inspection (RVI) technology for several years, becoming a mainstay of our inspection toolbox. We plan to use this already-proven technology to help our team accomplish roofing inspections more safely and efficiently. For buildings and homes with especially steep roofs, we can open a remote inspection session with the contractor and walk them through the inspection process.

RVIs are a simple way to complete certain types of inspections remotely. A SAFEbuilt inspector will call the individual needing an approved type of inspection to walk through the process together.

WHY ARE RVIs BENEFICIAL?

Completing inspections remotely saves time and money. Rather than waiting for an inspector to arrive from another job, they can be there in moments to efficiently walk contractors through the inspection. Remote Virtual Inspections also help reduce the number of people on a job site, supporting social distancing and public health. Our teams currently use Remote Virtual Inspections in several states.

We recommend RVIs to our clients to help them maximize their SAFEbuilt-provided inspection team, as they typically take less time than on-site inspections, and there is no travel time between jobs involved. We welcome an opportunity to discuss implementing this capability for the City.

WHAT TECHNOLOGY DO WE USE FOR RVI?

SAFEbuilt selected Blitzz Remote Visual Assistance Software as our virtual tool to complete these inspections. This allows us to easily connect with contractors without needing to download an app or log in. Guiding the contractor with specific instructions inspectors can control recording and take photos to quickly complete inspections like plumbing connections, electrical connections, etc. RVI is most commonly used for re-inspections, but can be useful for initial inspections as well.



WHAT TO EXPECT FROM SAFEbuilt STAFF

To ensure the highest level of confidence in our team, SAFEbuilt team members will (as it applies to their position):

- ✓ Possess/maintain required certifications and are experienced in performing compliant inspections.
- ✓ Respond to calls and emails within 24 hours of receipt or before the end of the next business day.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of Federal, State, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with city personnel, construction firms, and the public.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions on and off the job site.
- ✓ Be available to support the City during regular business hours. We will delegate members of the SAFEbuilt team to respond to emergency support situations.
- ✓ Perform work according to industry standards.

SAFEbuilt team members will meet the following expectations on a daily basis:

- ✓ Wear/display proper identification.
- ✓ Possess/maintain required certifications and are experienced in performing compliant inspections
- ✓ Be knowledgeable of the principles of design, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Attend meetings as required.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions both on and off the job site.
- ✓ Meet all job safety requirements and OSHA safety standards.
- ✓ Perform all duties as required by the scope of work.



TOOLS & MATERIALS

SAFEbuilt provides our employees with the materials, tools, and equipment necessary to perform all work required by the City.

We provide our personnel with:

- ✓ Late model vehicles with SAFEbuilt signage (City branding can be arranged if using magnetic signage is preferred)
- ✓ Laptops, tablets, and mobile phones (loaded with electronic versions of the relevant codebooks)
- ✓ Standard business software & specialized software required by SAFEbuilt
- ✓ Safety and personal protective equipment and sanitizing products
- ✓ SAFEbuilt-branded professional clothing

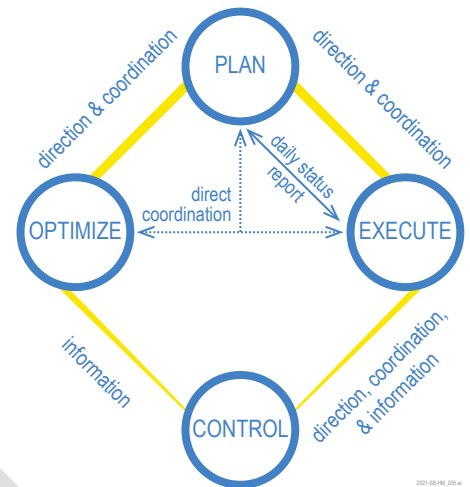


METHODOLOGY

SAFEbuilt understands the value that comes with a convenient, efficient, and streamlined processes. We have developed very specific approaches to every aspect of managing a building department. Our plan for the City focuses on the following areas: Project Management, Communication, Customer Service, Continuous Improvement and Quality Control and Project Management Technology Tools.

PECO PROJECT MANAGEMENT

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method. Using the PECO framework, the SAFEbuilt team delivers a project management approach that combines the right people, processes, and tools to perform the scope of services required. The process is structured to streamline our resources, provide responsive services and mitigate any risks.



COMMUNICATION

SAFEbuilt prioritizes effective communication and making sure the City and its citizens have a positive experience when working us. Clear communication and efficient information flow are crucial for the success of any partnership or project.

Our Key Team Members and Leadership will hold a “kick-off” meeting on day one to set the stage for success by laying out all project details and specific expectations. This ensures a shared understanding among all stakeholders. By following this structured process, we create a clear stream of information that is essential for maintaining healthy communications with the City, ensures that information flows smoothly, and our partnership starts off on the right footing.

The key elements in our approach include:

In-person and Virtual Meetings These meetings allow all relevant stakeholders to come together, discuss progress, align expectations, and ensure everyone is on the same page.

Progress and Change Awareness Keeping everyone involved aware of progress and any changes that may occur throughout the project ensures that there are no surprises and that everyone can adapt as needed.

Clear and Effective Communication We commit to providing clear and effective communication, which is vital for transmitting the right information to the right people at the right time and a cornerstone for building trust and collaboration.

Tailored Reporting We will develop a schedule and format for reporting that suits the City’s needs that is flexible and accommodating.

Report Formats Report formats may include monthly, quarterly, and annual reports that will cover different time-frames and levels of detail and cater to the City’s specific needs and preferences.

Report Contents Reports will summarize activity levels, adherence to performance metrics, and other items of special interest to the City. This client-centric approach ensures the City’s receives the relevant information it needs for on-going planning and budgeting.

Overall, our approach seems to prioritize transparency, collaboration, and adaptability, all of which are crucial for successful project management and partnerships.

Communication Process



Identify what key information key decision makers and stakeholders want and need.



Identify and select metrics to be used to present information in a concise and informative manner.



Identify how often data and information is to be provided.



Identify preferred mechanism to provide information - in person, email, telephone, etc.



Deliver communications, data and reports in the manner client desires when the client directs.

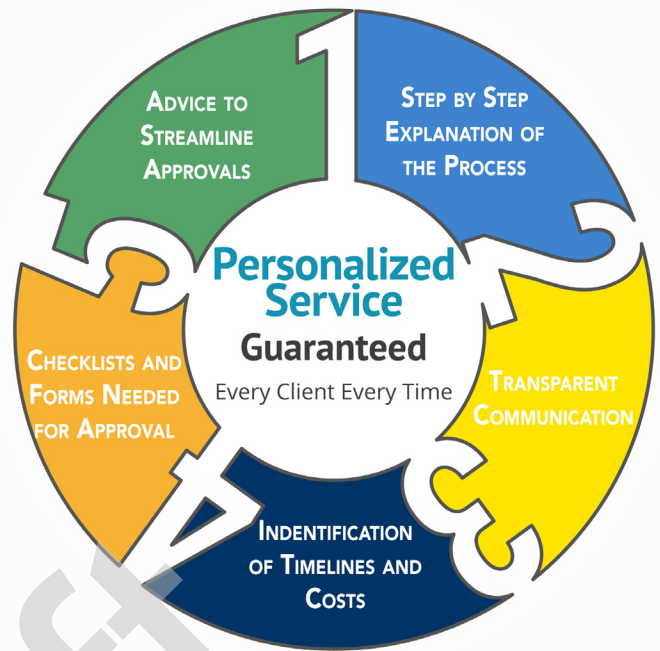
CUSTOMER SERVICE

We understand that building department processes and procedures can be confusing and frustrating to property owners, developers, contractors, and others, no matter if it is their first or 100th time building in your community. For this reason, our staff takes a proactive and personalized approach to our service delivery, whereby we educate each client who engages with your building department.

This means each client receives:

1. A step-by-step explanation of the process,
2. Transparent communication,
3. Identification of timelines and costs,
4. Checklists and forms needed for approvals,
5. Advice and consultation to streamline approvals.

Our staff's experience and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.



"On behalf of the entire team of the City of Spokane, I would like to express our sincere admiration for SAFEbuilt's outstanding efforts in helping keep us on track to meet our goals and deadlines. We are aware of all your efforts and hard work, and we cannot thank you enough."

– Dermott Murphy, Deputy Building Official, City of Spokane, WA

CONTINUOUS IMPROVEMENT & QUALITY CONTROL

The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting.

SAFEbuilt prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, SAFEbuilt has implemented a Quality Assurance/Quality Control (QA/QC) program where our Plan Review Manager performs random quality evaluations of our staff throughout the year. SAFEbuilt's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system)
- Our Plan Review Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed
- Periodic peer review of others' plan reviews
- Staff feedback as necessary for any discrepancies or improvements needed
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets
- Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided

SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that SAFEbuilt's and the City's standards are met consistently. We involve the City in the entire process to maintain transparency.

PROJECT MANAGEMENT TECHNOLOGY TOOLS

SAFEbuilt is committed to continuously improving its services and client experience through technology and project management innovations. Implementing software that provides real-time access to information for the City of Richland is a proactive approach to enhancing transparency and efficiency. With real-time information and better project management, SAFEbuilt can work with the City of Richland to streamline processes and shorten project schedules. By using technology to monitor and manage projects more efficiently we can save time and costs and contributes to a more sustainable and environmentally friendly approach providing services. Improved project management can help alleviate concerns related to schedules and costs. Real-time access to data and reports allows for better decision-making and can help avoid potential delays and cost overruns.

By collaborating closely with the City of Richland, SAFEbuilt can effectively address these aspects and work towards more efficient, cost-effective, and safe project management. This proactive approach not only benefits SAFEbuilt as a service provider but also enhances the experience for the City and its stakeholders. Some of the technology we utilized is our proprietary software, CommunityCore for tracking Plan Review and Inspections and the industry standard Bluebeam Revue for providing plan review feedback.

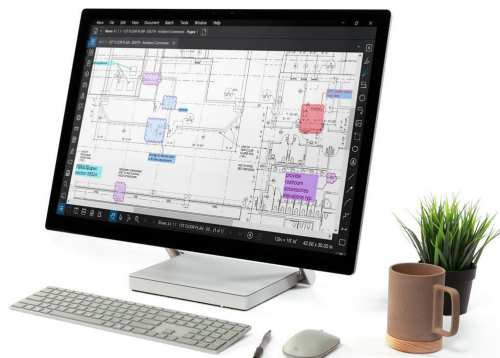
CommunityCore

CommunityCore is SAFEbuilt's proprietary online community development software tool, which manages permitting, plan reviews and approvals, and inspection activities. The system, which integrates with other government software systems, is designed to streamline and automate building department processes; ensure compliance, manage workflows, generate activity reporting, and provide transparency to all stakeholders.

Our software solution will transform the way your City conducts plan reviews. Applicants can submit plan reviews electronically and track the progress of each step, in real time, from applicant submittal through certificate of occupancy. This gives you and your clients clear insight, as well as detailed information on the status of each permit.

We use **Bluebeam Revu®** to review plans electronically and hard copy when customers cannot use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to efficiently add comments to electronic plans and request revisions.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.



CommunityCore Solutions FAST FACTS

It's Web-Based...

And cloud-based and SaaS with data securely backed up through AWS (Amazon).

It's Customizable...

Scalable and customizable, it can be configured to meet the needs of your unique workflow.

It's Migratable...

We can import data from most current systems for an additional fee.

It's Integratable...

CommunityCore can connect to an ArcGIS Server GIS using a REST endpoint.

It's Independent...

Our mobile app, InspectorConnect makes critical tools available in the field without an internet connection.

It's Easy to Setup...

We can typically have your system up and running within six to twelve weeks. We have a great conversion process and committed team that will communicate their progress with you daily.



TEAM ORGANIZATION

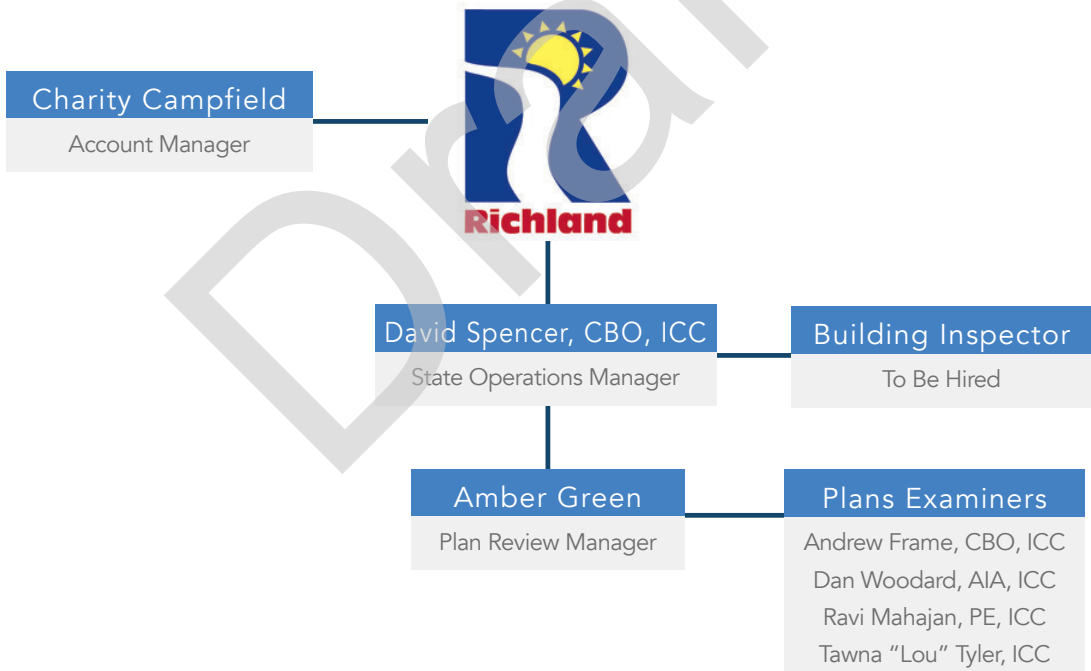
By design, SAFEbuilt staff is comprised of professionals with extensive experience working directly for public agencies. Our dedicated and qualified professional staff spans a multitude of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout Washington.

SAFEbuilt retains team members who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. We have carefully selected a team of qualified personnel with decades of experience to deliver the services required. We approach our work with pride and professionalism, getting the job done the right way, day in and day out.

All of our personnel work collaboratively with consistent communication between staff members for advice, application of specific expertise and any unique project or client knowledge. Meetings to coordinate and update all staff on current projects and phases of review are held weekly in addition to any special meetings needed to address new developments or issues. We utilize specific reporting methods for this procedure such as a custom database to compile all client and project information as it relates to any services we perform. We also develop and maintain a jurisdiction file containing all pertinent client, project and billing information accessible to Plan Review Managers and assigned staff. Our technical and administrative staff is highly trained, attending seminars and conferences to keep up-to-date on industry methods and information.

Through our work with similar communities in Washington and our valued staff longevity, you can be assured our team will provide the necessary resources, expertise, and customer-focused attitude throughout the contract. Our staff will be available by phone and email, and we commit to being available for required in-person meetings the City deems necessary.

The following Organizational Chart identifies our team members and their roles for provided services outlined in the RFP. Full resumes are provided on the pages that follow.



AVAILABILITY OF STAFF

The team identified above will be assigned to the City throughout the contract term. Our Plan Review team structure allows flexibility of scheduling and Plans Examiners will be available to the City as workload demands.

Building Inspectors will be hired to manage worked load locally and will be available a minimum of 20 hours per week to start and increasing availability as workload demands.

SAFEbuilt does not intend to utilize subcontractors for this contract.



DAVID SPENCER

**Project Manager /
State Operations
Manager**

CERTIFICATIONS

ICC Certifications

#5292602

Building Code Official (CBCO)

Building Code Specialist

Building Official (CBO)

Building Plans Examiner IBC

Commercial Building Inspector

IRC Residential Building Inspector

IRC & IBC Building Inspector

**Washington Association of
Building Officials**

Accredited Code Official

MEMBERSHIPS

ICC # 5289542

Washington Association of

Building Officials (WABO)

American Wood Council (AWC)

Member of Rainier

Chapter of ICC

Member of Western WA

Chapter of ICC

Past member of International

Association of Building

Officials (IABO)

Past member of North West

WA Chapter of ICC

Past member of North Central

WA Chapter of ICC

Past member of NFPA #2769087

Past member of WA State

Association of Permit

Technicians (WSAPT)

EXPERIENCE

- **Regional Operations Manager** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present

Direct daily operations through a team consisting of a Building Official, Plans Examiners, and consultants. Ensure increasing levels of client, customer, and employee satisfaction while improving efficiency of manpower, service, and technology. Responsible for activities in several areas to include but not limited to: Staffing, Customer Relations, Resource Management, Legal/Regulatory Compliance, Reporting, Financial Management, and Industry Representation. Daily plan, direct, or coordinate the operations of the company in these key areas for WA State.

- **Building Official** Chelan County, WA | 2019 – 2020

Managed all aspects of operations related to Building Department functions to include but not limited to: Management of inspector/plans examiner, and permit tech staff within Building dept. functions, budgeting, plan reviews, inspections, implementation and adoption of building codes, fire codes, county ordinances, issuance of building, plumbing, mechanical, fuel gas and miscellaneous permits. Floodplain administration, zoning regulations, certificates of occupancy, handout design and code enforcement of county, state, and related codes. Participation in pre-application meetings to consult with Architects, Engineers, contractors, and owners related to their projects.

- **Building Official** City of North Bend, WA | 2014 – 2017

Manage all aspects of operations related to Building Department functions to include but not limited to: Management of inspector/plans examiner, code enforcement, and permitting staff within Building dept. functions, budgeting, plan reviews, inspections, implementation and adoption of building codes, fire codes, City ordinances, issuance of building, plumbing, mechanical, fuel gas and miscellaneous permits. Floodplain administration, zoning regulations, certificates of occupancy, handout design and code enforcement of municipal and related codes. Participation in pre-application meetings to consult with Architects, Engineers, contractors and owners related to their projects.

- **Building Official/Public Works Assistant** City of Westport, WA | 2010 – 2014

- **Building Inspector** Grant County Building & Fire Marshal Office; Ephrata, WA | 2007 – 2009

- **Building Inspector** Planning & Building Department, City of Chelan, WA | 2006 – 2007

- **Contractor/Construction Worker** Ephrata, WA | 1994 – 2004 & 1987 – 1992

SAFEbuilt®

AMBER GREEN

Plans Examiner

ICC CERTIFICATIONS

Building Plans Examiner

Fire Plans Examiner

Residential Building Inspector

Residential Plans Examiner

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present
 - Perform residential and commercial plan reviews.
 - Maintain accurate database of permit status, fees and specific contract requirements.
 - Provide professional correspondence to clients and applicants regarding permits.
 - Perform residential and commercial building inspections.
 - Maintain accurate inspection reporting as requested by client.
- **Plans Examiner** Kittitas County, WA | 2014 – 2017
 - Provide accurate and thorough review of residential, commercial and fire building plans.
 - Communicate with customers regarding plan corrections and minimum code requirements.
 - Residential and commercial building inspections.
 - Helped to implement new permitting software.
 - Provide code interpretations and clarification for customers.
 - High volume of plan review while maintaining strict schedule.
 - Damage assessments of structures affected by flood and fire.
- **Building Inspector** Kittitas County, WA | 2011 – 2014
 - Perform residential and commercial building inspection.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - Damage assessments of structures affected by flood and fire.
 - Attendance of Central Washington Home Builders Association meetings to convey updates and answer questions regarding county business.
- **Engineer Technician / Building Inspector** Kittitas County, WA | 2009 – 2011
 - Maintain county road log, traffic count data and pavement management inventory.
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
- **Building Inspector** Kittitas County, WA | 2006 – 2009
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - WA State Emergency Management Earthquake and Flood Hazard Training.
- **Permit Technician** Kittitas County, WA | 2005 – 2006
 - Intake building plans, review for code compliance, and maintain customer correspondence.
 - Schedule/prioritize and provide inspections of new and existing buildings for code compliance.
 - Educate patrons on inspection timeline/requirements.

SAFEbuilt®

ANDREW FRAME

Plans Examiner

EDUCATION

**Salina Vocational
Technical College**
Building Trades Studies

LICENSES & CERTIFICATIONS

ICC Certifications

Building Code Official
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Combination Inspector
Commercial Combination
Inspector
Commercial Electrical Inspector
Electrical Inspector
Mechanical Code Official
Mechanical Code Specialist
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Code Official
Plumbing Code Specialist
Plumbing Inspector
Plumbing Plans Examiner
Residential Combination Inspector

State of Florida-Issued Licenses

Building Code Administrator
#BU2145, Building Code A
Certified General Contractor
#CGC1505128
Provisional Electrical Plans
Examiner #PEP555
Standard Inspector #BN2833
Standard Plans Examiner #PX1306
Qualified Stormwater
Management Inspector Certificate
#SMI 47477

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2022 – Present
- **Chief Building Official and Chief Enforcement Officer** City of Maitland, FL | 2021 – 2022
 - Managed all Department Permitting Activities, Building Inspectors, Plans Examiners, Code Enforcement Officer, and Permit Technicians.
 - Aided and Provided Support to Planning and Zoning department, and Public Works Department.
 - Performed Inspections in all Phases of Building, Electrical, Plumbing, Mechanical, Residential, and Commercial Construction.
 - Performed Plans Examination in Building, Electrical, Plumbing, Mechanical, Residential, and Commercial.
 - Provided employee training EnerGov Building Department Software, Inspection and Plans Review.
- **Inspector and Plans Examiner** Universal Engineering Sciences I | 2020 – 2021
- **Combination Building Inspector I** City of Maitland, FL | 2019 – 2020
- **President** Famensons, Inc. General Contractor | 2002 – 2019
 - Home Builder of Houses ranging from 1600-11,000 Square Feet.
 - Construction Management.
 - Commercial Tenant Fit Outs/Build Outs.
 - Restaurant Construction.
 - Church Construction.
 - Marine Construction.
 - Emergency Management and Restoration.
 - Construction Management.
 - Contract Procurement and Management.
- **Inspector/Plans Examiner** City of Winter Springs, FL | 2000 – 2009
- **Building Inspector/Plans Examiner** City of Winter Springs, FL | 1996 – 1999

RAVI MAHAJAN, PE

Structural Plans Examiner

EDUCATION

University of Delhi

BS, Civil Engineering

Ohio State University

MS, Civil Engineering

University of Cincinnati

MBA, Business Administration

LICENSES & CERTIFICATIONS

ICC Certifications

#5270211

Building Code Official

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Commercial Building Inspector

Commercial Mechanical Inspector

Mechanical Inspector

Residential Building Inspector

Residential Mechanical Inspector

Residential Plans Examiner

State of Washington

Professional Engineer #43941

State of Oregon

Professional Engineer #58815PE

CAX-Residential Plans Examiner

#1841CAX

CAS-Residential Structural Inspector

#2150CAS

GQI-Gen Post-Earthquake Inspector

#361GQI

BO-Building Official #5339BO

PEA-Plans Examiner A-Level

#5412PEA

PEF-Fire and Life Safety Plans

Examiner #5414PEF

SIA-Structural Inspector A-Level

#5478SIA

MIA-Mechanical Inspector A-Level

#5763MIA

OIC-OR Inspector Certification

#OIC3619

Mr. Mahajan has 38 years of engineering experience and has worked for a variety of companies, from the state government to private industries. His background ranges from facilitating the adoption of national model codes to performing periodic site visits in an effort to review ongoing projects.

EXPERIENCE

- **Building Plans Examiner** SAFEbuilt, LLC | 2022 – Present
 - Perform a full range of residential IRC Plan Reviews.
 - Identify and address areas of plan non-compliance.
 - Conduct field inspections, maintain case files, and gather supporting evidence of code enforcement cases.
- **Plan Review (Structural) Engineer** Several Municipalities in Oregon | 2007 – 2022
 - Reviewed construction documents for structural and non-structural compliance with the International Building Code.
 - Inspected and approved alternate methods of design and/or construction related to life-safety, building design features, handicapped accessibility, energy conservation, mechanical and structural provisions.
- **Facilities Engineer III** Building Codes Division (BCD) | 1998 – 2007
 - Performed plan reviews and assisted another state agency (OSHA) in their inspections on a need basis.
 - Provided code interpretations on a regular basis to various stakeholders.
- **Project Coordinator** Shiban Ganju & Associates | 1997 – 1998
 - Coordinated on-site construction activities of a luxury home and a hospital in its completion stages.
 - Performed extensive marble work and other finishing activities in the final stages of construction.
- **General Contractor** Patvaar Construction Co. Pvt. Ltd | 1990 – 1997
 - Renovated and added to existing industrial building for eventual use as a newspaper printing building.
 - Developed approximately 150 acres of land for a residential farmhouse township.
- **Plan Review Engineer/Chief Engineer** City of Cleveland | 1985 – 1990
 - Reviewed plans for compliance with structural provisions of the Ohio State building codes, based on the BOCA model code.
 - Provided structural inspections of fire-damaged and otherwise condemned buildings for structural stability.
- **General Contractor** Cincinnati United Contractors | 1983 to 1985
 - Worked as a Staff Engineer, involved with the calculation of take-off quantities.
 - Scheduled construction activities for various projects, including shopping malls, residential developments, and office buildings.

SAFEbuilt[✓]

TAWNA "LOU" TYLER

Plans Examiner

EDUCATION

Butte Community College

AS, Building Inspection
Technology

CERTIFICATIONS

International Code Council

#0869110

Building Inspector
Building Plans Examiner
Combination Inspector
Combination Inspector - Legacy
Commercial Combination
Inspector
Electrical Inspector
Mechanical Inspector
Mechanical Inspector UMC
Plumbing Inspector
Plumbing Inspector UPC

EXPERIENCE

- Plans Examiner** SAFEbuilt, LLC; Bellevue WA | 2017 – Present
Review of commercial and residential plans for energy, fire, and code compliance with the adopted International Building Codes for multiple jurisdictions. Replicate the individual jurisdictions in their processes for permit issuances and inspections activities. Support Building Departments with plan review turnarounds in a timely manner. Tracking of multiple jurisdictions data in-house as well as individual departmental systems as needed.
- Plans Examiner** Kittitas County, WA | 2011 – 2017
Duties include review of commercial and residential plans for energy, fire, and code compliance with the International Building Codes. Co-ordinate pre-construction meetings with builders and designers. Track FEMA properties. Review compliance with the Washington State Energy Code. Answer code questions and provide customer service. Computer data entry. Support inspections with field inspections when needed.
- Plans Examiner** Grant County, WA | 1997 – 2004 & 2007 – 2010
Only Plan Reviewer on staff processing on average 1,000 permits a year for the first eight years. Returned in 2007 by request to assist two additional Plan Reviewers. Duties included review of commercial and residential plans for code compliance with the International Building Codes. Co-ordinate pre-construction meetings, customer service, data entry and field inspections when needed.
- Plans Examiner** Siskiyou County, WA | 2004 – 2007
Reviewed residential plans for compliance with the California Building Code. Assisted with field inspections, develop handouts for customers concerning code issues. Answer code questions and provide additional support for front office operations. Organized new file system for better accessibility to plans.
- Plans Examiner** Kootenai County, WA | 1994 – 1997
Review residential and commercial plans for energy and building code compliance. Assisted with field inspections. Enter data into system. Track FEMA projects. Additional responsibilities were to record incentive payments to customers for the Northwest Energy Code and the Puget Sound Energy program.

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DAN WOODARD

**Building Plans
Examiner**

EDUCATION

Clover Park Technical College
AA, Architectural Engineering and
Design

LICENSES & CERTIFICATIONS

International Code Council (ICC)
Residential Building Inspector
Residential Plans Examiner
Residential Plumbing Inspector

**Washington State Department
of Labor and Industries**
Plumbing Certificate PL1

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 07/2022 – Present
 - Perform Inspector duties in various municipalities within the State of Washington on residential and commercial buildings to ensure conformance with municipal codes and regulations.
 - Review plans and construction documents submitted with permit applications, record findings, and recommend changes needed to comply with plumbing and building code provisions.
 - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners, and recommend changes needed for compliance with the code.
 - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
 - Complete inspection reports, investigate and document complaints, and prepare notices, orders, and correspondence in order to convey inspection results, decisions, and actions.
 - Maintain an electronic record of inspections, findings, and detailed notes using the client's system of record.
- **Senior Plans Examiner** Pierce County, WA | 08/2014 – 07/2022
 - Reviewed commercial and residential plans to applicable building and energy codes.
- **Project Manager Plumbing Engineer and Design** Abossein Engineering | 05/2012 – 08/2014
 - Designed new and retrofit commercial global projects.
- **Owner/Self-Employed** Arrow Mechanical | 1993 – 2008
 - Owned and managed a plumbing business for 15 years.
 - Managed and directed a team of plumbers.
 - Acted as project manager for large and small projects.

SAFEbuilt[✓]

CANDIDATE TBD

Building Inspector

Licensure Requirements

Home Inspector License with
State of Washington Department
of Licensing

Desire Candidates with Certifications in One or More of the Following

Residential Building Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Residential Energy Inspector
Building Inspector
Fire Inspector
Mechanical Inspector
Plumbing Inspector
Energy Inspector
Building Code Official

Certifications in the Following a Plus

Accessibility Inspector/Plans
Examiner
Building Plans Examiner
Mechanical Plans Examiner
Plumbing Plans Examiner
Energy Plans Examiner

ICC Certifications

*ICC Inspection Certifications in
Inspection Trades Preferred*

Master Code Professional (MCP™)
Certification Highly Desirable

Secondary and Higher Education

High School Graduate or
Equivalent
Associate or Bachelor's Level
Higher Education a Bonus

Other

Valid Driver's License & Good
Driving Record Required

SAFEbuilt is currently interviewing candidates to fill the role of Building Inspector to support contracts in Washington. Our ideal candidate will be a motivated self-starter who can work on a variety of assignments. The right candidate will be a member of our highly respected building department team with a full complement of resources to support their career and exciting and challenging projects to keep them engaged. The candidate should reside within 50 miles of the projects we assign to them.

RESPONSIBILITIES

- Perform field inspections during various stages of construction.
- Read and examine plans and specifications when required.
- Report violations and maintain files/records accurately and consistently.
- Perform other related duties as required.

KNOWLEDGE & SKILLS

- Extensive knowledge of local building codes and current construction procedures/technology.
- Interpretation of codes in the field and ability to provide code compliant solutions.
- Must possess the ability to positively interact with the other staff members, the general public, contractors, governmental entities, and other clientele.
- Excellent verbal and written communication skills.
- Good time management, organization, and attention to detail skills.
- Demonstrated ability to exercise initiative and a considerable amount of independent judgment.
- Proficient in Microsoft Office.

EXPERIENCE

- 3-5 years of experience in municipal code inspections.
- Perform inspections in accordance with PA Uniform Construction Code, Chapter 401, Section 401.6.

SCHEDULING

PLAN REVIEW TURN AROUND TIMES

Successful execution of plan review services starts with a responsive team structure that can anticipate and address needs. The SAFEbuilt team uses a contract management approach that combines the right people, processes, and tools to perform the Scope requirements. Our systems and processes facilitate a coordinated team approach to projects. We assign a project lead to support and coordinate all project phases. They remain involved from pre-construction meetings until the issuance of the certificate of occupancy.

Multi-disciplinary reviews are typically performed in our offices, but we are available for on-site work when required and whenever possible. We understand both the City and the project applicant are looking for quality reviews within a defined time frame. Our staff will meet or exceed the city's turnaround time outlined in the RFP; fine-tuning our staffing levels to match changes in activity to ensure a high level of customer service is maintained.

We recognize the importance of staying on schedule and budget. Our established approach and quality control measures provide communities with confidence in our ability to complete work on time and within budget.

The Plans Review Manager will ensure that schedules are met and coordinate our internal activities and external contract resources. Our Plans Reviewers are copied on any information from these meetings, and they are involved in all aspects of the Plan Review. The Plans Examiners, in turn, are available during all phases of construction for consultation and involve our key inspection staff, as necessary.

Our typical turn around schedule for plan reviews is to the right. The Plan Review Manager is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. The Plan Review Manager shall notify the City at least two (2) business days in advance if the plans will not be completed within the stipulated time frame.

AVAILABILITY TO ATTEND MEETINGS

For plan reviews our staff are conducting we will be available for pre-construction or pre-design meetings, field visits, contacts with the design team, in person or virtually, with some reasonable exceptions. SAFEbuilt's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code-related issues.

Plan Review Turn Around Times

Pre-Submittal Meetings Plan Examiners will be able to meet with applicants by appointment

Day 1 = First Full Business Day After Receipt of Plans and All Supporting Documents

Project Type	First Comments	Second Comments
Residential	7 Business Days	5 Business Days or less
Tenant Improvements	10 Business Days	7 Business Days or Less
Commercial (up to \$2M in valuation)	10 Business Days	10 Business Days or Less
Commercial (\$5M+ in valuation)	21 Business Days	15 Business Days
Stand Alone Permits	5 Business Days	5 Business Days

INSPECTION SCHEDULING

Our system ensures inspections are conducted efficiently and within the allotted time frame pursuant to applicable Codes. Applicants are provided a 2-hour window for Inspections. Using GPS routing software we are able to schedule inspections efficiently, so they are completed within the allotted time frame. This allows us to easily move personnel between projects when needed to supplement teams or cover absences (vacation, sick leave, etc.).

Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends, and holidays.

Scheduling Inspection Services

Inspections will be completed the next business day for any request received by 4:00 pm on the previous business day. Weekend and after hours inspections with 48 hours notice subject to an additional fee.





SECTION D

Related Project Experience / References

RELATED PROJECT EXPERIENCE & REFERENCES

We have extensive experience working with communities of similar size with similar needs. Even though the required services are on-demand, our team is ready to seamlessly provide as-needed plan review services, continuing your positive image with residents and businesses.

Although the City has its own distinct characteristics and needs, our work with the nearby communities has prepared us well to work with you. SAFEbuilt currently supports 33 communities in the State of Washington. With our far-reaching presence in the state, you can be confident that we can perform the work. Most importantly, with our National Plan Review staff, the City will have the assurance of always having staff available as our team is not bounded by geographical restrictions. SAFEbuilt invites the City to contact the following municipalities we have provided plan reviews to in Washington.



City of Arlington, WA (2017 - Ongoing)

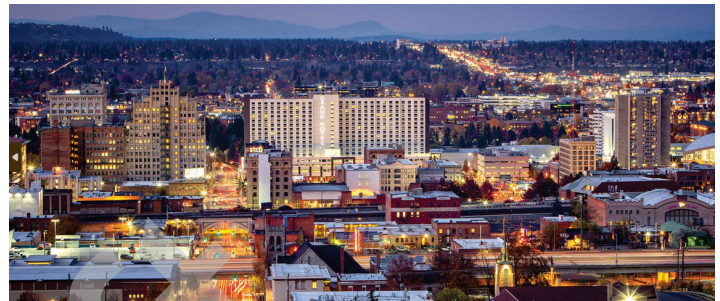
Building, Plumbing, Mechanical, and Fire Code Plan Review and Inspection - Multi-Family, Residential, Warehouse
Marc Hayes, Director

Department of Communications Development
 360.403.3421 | mhayes@arlingtonwa.gov
 238 North Olympic Avenue
 Arlington, WA 98223

- ✓ Amazon Distribution Center
- ✓ Pilchuck Village Apartments
- ✓ 31st Street Apartments
- ✓ Gayteway Building
- ✓ Smokey Point Apartments
- ✓ Smokey Point Medical Office
- ✓ Magnolia Place Apartments
- ✓ Smartcap Airport Buildings
- ✓ Cedar Pointe Apartments
- ✓ Swire Coca-Cola Distrib.Ctr.
- ✓ Arlington High School Addn.

Project Highlight

The \$355M distribution center constructed for Amazon included a massive five-story building, parking for 1,250 cars and 314 trucks, and has 51 loading docks. SAFEbuilt provided Plan Review and Inspection Services for the 2,893,343 square-foot total area in Arlington, WA's Cascade Industrial Center. The review incorporated a performance-based design analysis provided by Amazon that allowed for flexibility in design as the fire suppression system was nearly doubled due to testing lab results.



City of Spokane, WA (2020 - 2022)

Full Building Dept. Management Services, including Fire Code Plan Review and Inspection Services
Multi-Family, Residential, Condominiums
Dermott Murphy, Building Official

Dept. of Communications and Economic Development
 509.625.6142 | dgmurphy@spokanecity.org
 808 W Spokane Falls Boulevard, Spokane, WA 99201

Project Highlight

The Falls 650 N. Lincoln Street, Spokane, WA 99201

The Falls is a mixed use project comprised of three buildings over below grade parking. While the program continuously evolves, currently it includes:

- ✓ Approximately 126 for rent apartments
- ✓ Approximately 26 for sale condominiums
- ✓ A hotel with approximately 124 keys
- ✓ Food and beverage use within 20,000 - 30,000 square feet
- ✓ Retail space within 20,000 - 27,000 square feet
- ✓ Below grade parking areas

The City of Spokane - LB Stone Properties Group (Owner) contracted SAFEbuilt to provide Structural, and Plumbing Plan Reviews. The project includes below grade parking in three levels (approximately 400 stalls) as well as limited surface parking (approx. 15-20 stalls). SAFEbuilt provided three plan reviewers to support this project.

CITY OF MILL CREEK, WA | SUPPLEMENTAL BUILDING DEPARTMENT SERVICES

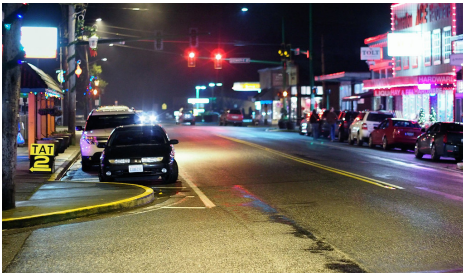


CLIENT: The City of Mill Creek, Washington

Services provided include Building Official services; building, mechanical, plumbing, and engineering inspection services; and plan review services, including structural engineering plan review.

CLIENT CONTACT: Mike Todd, Building Official | 425.745.1891 | miket@cityofmillcreek.com

CITY OF CARNATION, WA | SUPPLEMENTAL BUILDING DEPARTMENT SUPPORT SERVICES



CLIENT: The City of Carnation, Washington

The services provided to the City include supplemental Building Official services; building, mechanical, and plumbing inspection services; and remote plan review, including structural engineer plan review services.

CLIENT CONTACT: Rhonda Ender, Community Development Economic Department Principal | 425.786.4435 | rhonda.ender@carnationwa.gov

CITY OF LAKE STEVENS, WA | SUPPLEMENTAL BUILDING SERVICES



CLIENT: The City of Lake Stevens, Washington

Currently provides building, plumbing, and mechanical inspections and plan review services on an as-needed basis with the City. Our plan review services include structural engineering plan review. We also provide backup Building Official and emergency/after-hours support.

CLIENT CONTACT: Russell Wright, Community Development Director | 425.212.3315 | rwright@lakestevenswa.gov



MUNICIPAL EXPERIENCE

Over the decades, SAFEbuilt's capacity has grown to 1,700 employees nationwide who provide flexibility and economy of scale to 1,000+ communities like the City of Richland. SAFEbuilt maintains 16 offices (e.g. 30 clients) throughout the United States.

SAFEbuilt currently provides Plan Review Services to more than 30 Clients within the State of Washington. A comprehensive list of all our active clients can be provided upon further request from the City. In addition to the examples provided above, our municipal experience in the State of Washington is presented in the below table.

CLIENTS	SERVICES PROVIDED	CLIENT SINCE
Adams County	Building Inspection and Plan Review Services	2020
City of Bellevue	Building Inspection and Plan Review Services	2017
City of Brier	Building Inspection and Plan Review Services	2023
City of Chelan	Building Inspection, Plan Review, and Fire Plan Review Services	2021
City of Clyde Hill	Building Inspection and Plan Review Services	2023
City of College Place	Engineering Services and Plan Review Services	2017
City of DuPont	Building Inspection	2019
City of Ellensburg	Building Inspection and Plan Review Services	2019
City of Issaquah	Building Inspection and Plan Review Services	2019
City of Kenmore	Building Official, Building Inspection, Plan Review, and Permitting Software	2022
City of Kettle Falls	Building Official, Building Inspection, Plan Review, and Permitting Software	2022
King County	Building Inspection and Plan Review Services	2016
Kitsap County	Engineering Services	2020
Kittitas County	Building Inspection and Plan Review Services	2018
City of Lake Stevens	Building Inspection and Plan Review Services	2019
City of Longview	Permitting Software	2014
City of Medina	Building Inspection Services	2018
City of Mercer Island	Building Inspection and Plan Review Services	2019
City of Mount Vernon	Plan Review	2023
City of Mountlake Terrace	Building Inspection, Fire, and Plan Review Services	2021
City of Mukilteo	Building Inspection and Plan Review Services	2020
City of Port Orchard	Building Inspection and Plan Review Services	2022
City of Port Townsend	Building Inspection and Plan Review Services	2016
City of Redmond	Civil Plan Review Services and Permitting Software	2022
City of Sequim	Building Inspection, Plan Review Services, Civil Engineering Services, Planning & Zoning	2017
City of Snoqualmie	Building Inspection and Plan Review Services	2021
City of Sultan	Building Inspection and Plan Review Services	2022
City of Vancouver	Plan Review, Fire Review, and Fire Protection Engineering Review	2023
Walla Walla County	Plan Review Services	2022



SECTION E

Costs/Fees

COST & FEE STRUCTURE

SAFEbuilt tailors pricing to each contract. We work with our community partners to establish quality rates for our services. Prices are all-inclusive—all overhead, materials, and equipment are included in the proposed fee.

INSPECTIONS SERVICES Building, Mechanical, Plumbing, Energy Code	\$110 per hour - one (1) hour minimum
PLAN REVIEW SERVICES - RESIDENTIAL & COMMERCIAL - Initial Plan Review - Up to two (2) re-checks	Plan review 60% of City Plan Review Fee with Initial Review and 2 Re-Checks Then rate is \$110.00 per hr. w/ 1 hr. min., and also same hourly rate for changes to previously approved plans.
ADDITIONAL PLAN REVIEW FEE – RESIDENTIAL & COMMERCIAL: - After two (2) re-reviews - Other Building Plan Reviews not listed or changes to previously approved plans. - Stand-alone mechanical or plumbing permits - Meetings of plans examiners outside of plan review % of fee plan review work	\$110.00 per hour – one (1) hour minimum
STRUCTURAL ENGINEERING PLAN REVIEW	\$150.00 per hour – one (1) hour minimum
ON-CALL AS NEEDED BUILDING OFFICIAL SERVICES	\$135.00 per hour - one (1) hour minimum
After Hours & Weekend Inspections	\$125.00 per hour - two (2) hour minimum
Hourly inspections time tracked will start when inspector checks in at City or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves City office. Time tracked will include travel time between inspection sites and all administrative worked related to inspection report.	

TRACK AND CONTROL COSTS

SAFEbuilt uses a variety of tracking systems for different cost categories to ensure that our clients have instant access to the data necessary for controlling your budget.





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-14, Authorizing a Second Amendment to the Consultant Agreement with Obsidian Forensics

Department/Office
Police

Ordinance/Resolution Number:
2024-14

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-14, authorizing the City Manager to sign and execute a second amendment to Contract No. 92-23 with Obsidian Forensics to increase the contract value to \$139,200.

Summary:

The Washington Association of Sheriffs and Police Chiefs (WASPC) has been allocated funding to establish a behavioral health support and suicide prevention program for law enforcement officers. The grant funds are managed by the Washington State Criminal Justice Training Commission (WSCJTC). The Richland Police Department recently received an additional allocation of \$69,600 to continue the Richland Police Department Officer Resiliency Program, which includes working directly with Dr. Chechet with Obsidian Forensics.

On July 6, 2023, through Resolution No. 2023-109, the City Council authorized a grant agreement with the Washington State Criminal Justice Training Commission for officer wellness. The grant provides additional funding in support of the existing agreement with Obsidian Forensics to provide services to officers seeking support from the Richland Police Department Officer Resilience Program.

The 2023 grant funding award carried over to the 2024 Budget, and the existing agreement with Obsidian Forensics (Contract No. 93-23) is valid until December 31, 2024. The proposed second amendment to Contract No. 93-23 will increase the contract value from \$69,600 to \$139,200.

Staff recommends adoption of Resolution No. 2024-14.

Fiscal Impact:

Funding in support of this contract increase is provided through a grant award from the Washington State Criminal Justice Training Commission.

Attachments:

- I. Resolution No. 2024-14

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE CONSULTANT
AGREEMENT WITH OBSIDIAN FORENSICS FOR THE RICHLAND
POLICE DEPARTMENT OFFICER RESILIENCY PROGRAM.**

WHEREAS, in March 2023, the City entered into a consultant agreement with Obsidian Forensics to provide professional services related to the Richland Police Department Officer Resiliency Program (*see* Richland Contract No. 92-23); and

WHEREAS, the original contract value was \$69,600 provided by a grant received from the Washington State Criminal Justice Training Commission (WSCJTC); and

WHEREAS, on July 6, 2023, Richland City Council adopted Resolution No. 2023-109, authorizing a grant agreement with the WSCJTC in the amount of \$69,600 for the continued implementation of the RPD Officer Resiliency Program; and

WHEREAS, on August 2, 2023, Richland City Council adopted Ordinance No. 2023-17, amending the 2023 Budget to provide for additional appropriations in the General Fund in the amount of \$69,600, which carried forward into the 2024 Budget.

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 second amendment to the consultant agreement with Obsidian Forensics in support of the Richland Police Department Officer Resiliency Program.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2024-15, Segregating an Assessment from the Original Assessment Roll of Local Improvement District No. 197

Department/Office
Finance

Ordinance/Resolution Number:
2024-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-15, Segregating an Assessment from the Original Assessment Roll of Local Improvement District No. 197.

Summary:

On August 16, 2016, Richland City Council passed Ordinance No. 39-16, approving and confirming the assessments and assessment roll of Local Improvement District No. 197. Contemporaneous with approval of LID No. 197's assessment roll, one of the parcels on the original assessment roll was divided into two (2) new parcels. These two new parcels, which were subsequently sold, directly benefited from the sewer and water infrastructure constructed pursuant to LID No. 197, and what remained of the parent parcel no longer directly benefited as it no longer had proximity to the right-of-way.

Due to the land division, it is necessary to segregate the original assessment burdening the parent parcel and assign respective portions to the two newly created parcels. State law provides a process for segregation under these circumstances, and requires that the City use the same methodology as the original assessment. Further, per RCW 35.44.410, the assessments on the segregated parcels must equal the original assessment before segregation.

One of the two parcels in question was purchased by the City of Richland for a future fire station. Richland will be responsible for paying its share of the segregated assessment.

Staff recommends adoption of Resolution No. 2024-15.

Fiscal Impact:

There will be no change to the overall LID assessment as this action simply segregates the existing assessment into two separate values and assigns them to the newly created parcels. As the City of Richland is the owner of one of the newly created parcels, the remainder of the segregated assessment apportioned to Richland will be paid through 2032 at approximately \$1,200 per year.

Attachments:

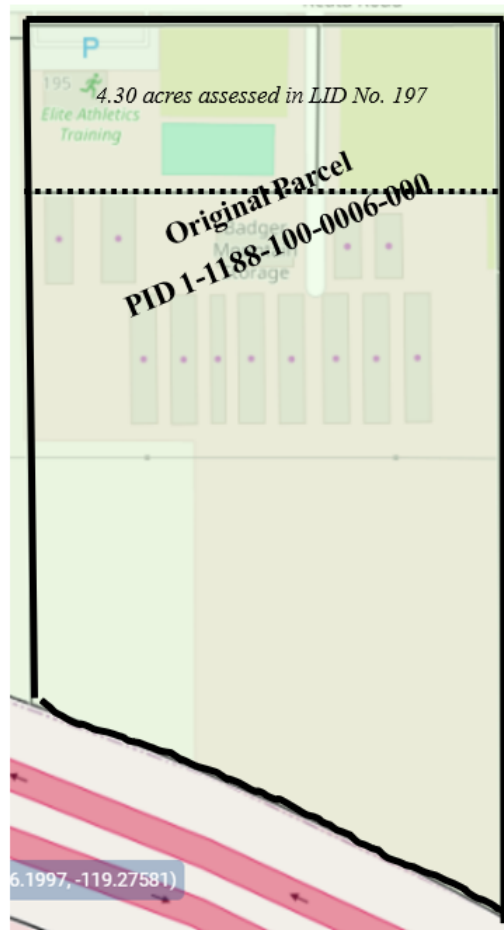
- I. Resolution No. 2024-15

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, SEGREGATING THE SPECIAL ASSESSMENT LEVIED AGAINST FORMER BENTON COUNTY PARCEL NO. 1-1188-100-0006-000 INCLUDED IN THE LOCAL IMPROVEMENT DISTRICT (LID) NO. 197 ASSESSMENT ROLL PURSUANT TO RCW 35.44.410.

WHEREAS, on August 16, 2016, Richland City Council adopted Ordinance No. 39-16, approving and confirming the assessments and assessment roll of Local Improvement District No. 197; and

WHEREAS, 4.30 acres of Benton County Parcel No. 1-1188-100-0006-000 (“Parcel 1”) was originally listed on the assessment roll and assessed a proportionate share of the costs and expenses of the project in the amount of \$25,132.61 through Ordinance No. 39-16 on August 16, 2016; and



Parcel 1

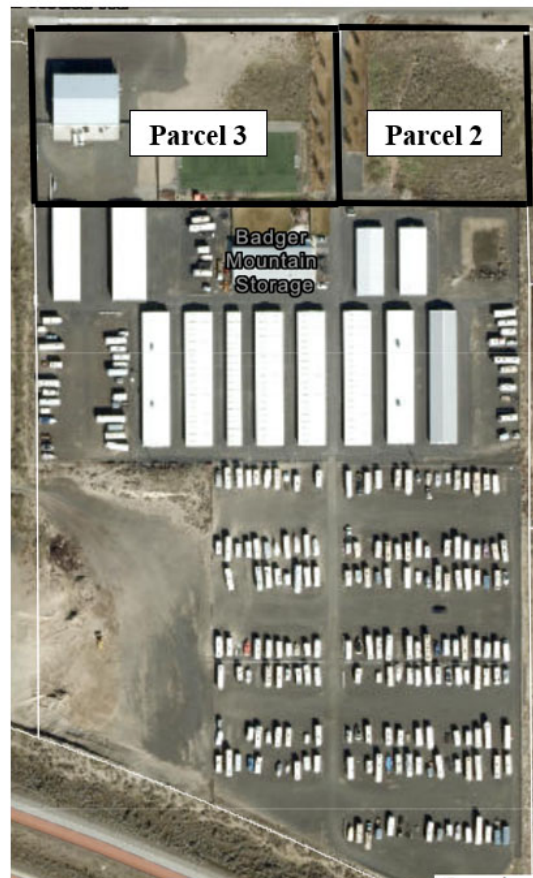
WHEREAS, contemporaneous with the City’s processing of LID No. 197, the above-referenced parcel (Parcel 1; PID 1-1188-100-0006-000) was divided into two (2) separate parcels with two new parcel ID numbers as follows:

Benton County Parcel No. 1-1188-101-3497-001 (“Parcel 2”), legally described as:

SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, QUARTER NE: SHORT PLAT #3497, LOT 1. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3497, RECORDS OF BENTON COUNTY, WASHINGTON

Benton County Parcel No. 1-1188-101-3497-002 (“Parcel 3”), legally described as:

SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, QUARTER NE: SHORT PLAT #3497, LOT 2. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3497, RECORDS OF BENTON COUNTY, WASHINGTON



and;

WHEREAS, after Parcel 1 (PID 1-1188-100-0006-000) was subdivided into two separate parcels (Parcel 2 and Parcel 3), each new parcel was sold without addressing the LID obligation owed by Parcel 1; and

WHEREAS, RCW 35.44.410 vests the legislative authority of a city with the power to order a segregation of any special assessment levied against a parcel of land whenever the land has been sold in part or subdivided; and

WHEREAS, segregation and assignment of Parcel 1's original assessment to Parcel 2 and Parcel 3 on the same basis as the original assessment is necessary to ensure that all benefited properties pay their proportionate share of the benefit realized by the water and sewer infrastructure constructed pursuant to LID No. 197; and

WHEREAS, the total of the segregated parts of the assessment will equal the assessment before segregation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the certain original LID No. 197 assessment of \$25,132.61 assigned to Parcel 1 (PID 1-1188-100-0006-000) shall be segregated and assigned to Parcel 2 (PID 1-1188-101-3497-001) and Parcel 3 (PID 1-1188-101-3497-002) in the amounts of \$9,582.15 and \$15,550.46, respectively.

BE IT FURTHER RESOLVED that the Finance Director of the City of Richland is directed to segregate that certain original LID No. 197 assessment of \$25,132.61 on the original assessment roll as provided herein and pursue collection of the same.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2024-16, Updating the Authorized Individual for the Local Government Investment Pool

Department/Office
Finance

Ordinance/Resolution Number:
2024-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-16, updating the authorized individual for the Local Government Investment Pool.

Summary:

Per Resolution Nos. 30-88 and 93-14, City Council authorized the investment of city funds in the Local Government Investment Pool (LGIP), administered by the Office of the State Treasurer. The LGIP is an investment option that allows the City to invest idle cash in a liquid investment that typically has more desirable interest rates than banks or other liquid investment options.

The Office of the State Treasurer requires Council action to establish or change the authorized individual(s), who can authorize all amendments, changes, or alterations to the authorization form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the City.

The currently authorized individual is the Administrative Services Director position, which is no longer an active position in the City. Resolution No. 2024-16 designates the City Manager and Finance Director as the authorized individuals for the LGIP.

Staff recommends adoption of Resolution No. 2024-16.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-16
2. LGIP Money Market Fund Prospectus

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, DESIGNATING AUTHORIZED INDIVIDUALS FOR THE LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account, commonly referred to as the Local Government Investment Pool (LGIP), for the contribution and withdrawal of money by an authorized government entity for purposes of investing idle cash with the Office of the State Treasurer; and

WHEREAS, from time to time, the City of Richland (the “governmental entity”) may find it advantageous to contribute funds available for investment in the LGIP; and

WHEREAS, through adoption of Resolution Nos. 30-88 and 93-14, the Richland City Council previously authorized contribution and withdrawal of governmental entity monies in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, the Richland City Council is authorized to delegate certain authority to the individual designated herein to make adjustments to the incorporated transactional forms; and

WHEREAS, the governmental entity will cause to be filed a certified copy of this resolution with the Office of the State Treasurer.

NOW, THEREFORE, BE IT RESOLVED that the governmental entity designates the individuals holding the position of Richland City Manager and Finance Director as the “authorized individuals” to authorize all amendments, changes, or alterations to the authorization form or any other documentation, including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the authorization form as approved or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual, shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alternations shall be made to the authorization

form or any other documentation until the entity passes a new resolution naming a new authorized individual.

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP, and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

PROSPECTUS

LOCAL GOVERNMENT INVESTMENT POOL

OFFICE OF THE WASHINGTON STATE TREASURER

JANUARY 2019



MIKE PELLICCIOTTI
WASHINGTON STATE TREASURER

Contents

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I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of January 1, 2019)	Bank Deposits US Treasury bills US Government Agency Supranational Securities Floating / Variable Rate Notes Repurchase agreements	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)

	2011	2012	2013	2014	2015	2016	2017	2018
<i>Total Operating Expenses</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>	<i>0.88</i>	<i>0.95</i>	<i>0.89</i>	<i>0.71</i>	<i>0.76</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$1,100,000.

Fund Assets	\$12.0 bn	\$14.0 bn	\$16.0 bn
Total Operating Expenses (in Basis Points)	0.92	0.79	0.69

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

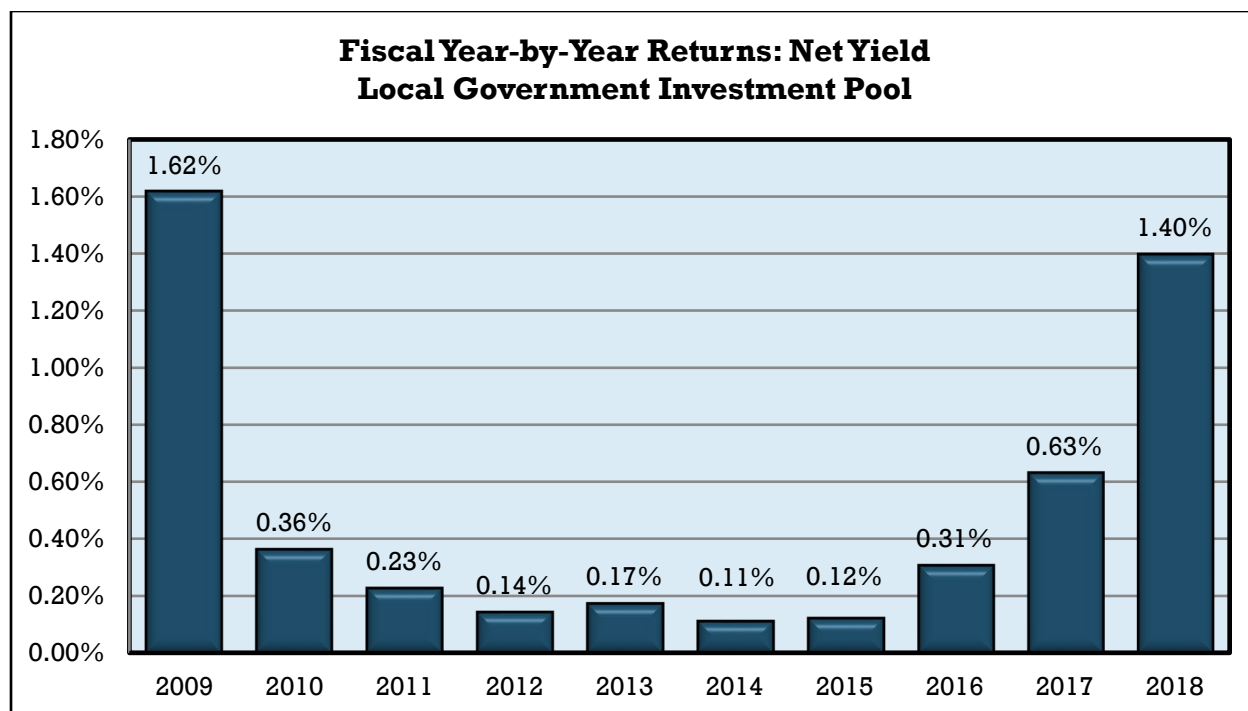
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
1.40%	0.78%	0.51%	.51%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2024-17, Authorizing a Loan Agreement with the Washington State Public Works Board for Solid Waste Planning

Department/Office
Public Works

Ordinance/Resolution Number:
2024-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-17, authorizing the City Manager to sign and execute a pre-construction funding contract with the Washington State Public Works Board to fund solid waste planning.

Summary:

The City's Horn Rapids landfill is being developed in phases as disposal capacity is required. The next increment of disposal capacity will be needed within the next two to three years.

Washington State law, recently amended through legislation, will require solid waste operations and commercial businesses to change the collection and processing of the organic portion of solid waste, including yard waste and food waste. The Horn Rapids Landfill may fulfill a local or regional need for organic solid waste processing. Since the City does not presently have programs or facilities to support handling and processing of organic solid waste as directed by state law, the City needs to complete a detailed feasibility study.

By Resolution No. 2023-91, Richland City Council authorized an application to the Washington State Department of Commerce's Public Works Board for low-interest loan financing of solid waste planning activities, including landfill expansion and organic solid waste program feasibility. The Washington State Public Works Board has offered a low-interest loan to the City of Richland based on its application.

The 2024-2029 Capital Improvement Plan (CIP) includes the Horn Rapids Landfill Expansion - Phase 2 project. Engineering of this project is scheduled to begin in 2024. The City's best interests are served by utilizing the Public Works Board's low-interest loan financing to fund the feasibility study for organic solid waste processing and design engineering for the needed landfill expansion.

Staff recommends adoption of Resolution No. 2024-17.

Fiscal Impact:

This loan will bring \$500,000 into the Solid Waste Fund and eliminate the need for a higher-cost bond issue or other debt instruments to complete the planning effort surrounding landfill expansion and development of an organic solid waste program. The loan interest rate is 0.86% over a 5-year term with annual payments.

Attachments:

1. Resolution No. 2024-17
2. Public Works Board - Pre-Construction Funding Contract - Solid Waste

RESOLUTION NO. 2024-17

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PRE-CONSTRUCTION FUNDING CONTRACT
WITH THE WASHINGTON STATE PUBLIC WORKS BOARD FOR
SOLID WASTE PLANNING.**

WHEREAS, the City of Richland’s Horn Rapids Landfill (the “Landfill”) is being developed in phases as disposal capacity is required; and

WHEREAS, the next increment of disposal capacity will be needed within the next two to three years; and

WHEREAS, recent Washington State legislation will require solid waste operations and commercial businesses to change the collection and processing of the organic portion of solid waste, including yard waste and food waste; and

WHEREAS, the Landfill may fulfill a local or regional need for organic solid waste processing; and

WHEREAS, since the City does not presently have programs or facilities to support the handling and processing of organic solid waste as directed by legislation, the City’s best interests are served by completing a detailed feasibility study; and

WHEREAS, by adoption of Resolution No. 2023-91, Richland City Council authorized an application to the Washington State Department of Commerce’s Public Works Board for low-interest loan financing of solid waste planning activities, including landfill expansion and organic solid waste program feasibility; and

WHEREAS, the Public Works Board has offered a low-interest loan for landfill expansion and organic solid waste program feasibility; and

WHEREAS, the 2024-2029 Capital Improvement Plan (CIP) includes the Horn Rapids Landfill Expansion – Phase 2 project, scheduled to begin engineering in 2024; and

WHEREAS, the City’s best interests are served by utilizing the low-interest loan financing provided by the Public Works Board to complete planning work for the solid waste utility.

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 Pre-Construction Funding Contract with the Washington State Department of Commerce’s Public Works Board for solid waste planning.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CONTRACT FACE SHEET

Contract Number: PR24-96103-005

PUBLIC WORKS BOARD

PRE-CONSTRUCTION FUNDING CONTRACT

1. Contractor City of Richland 625 Swift Boulevard Richland, WA, 99352		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Pete Rogalsky progalsky@ci.Richland.wa.us 509.942.7558		4. Public Works Board Representative Tammy Mastro Tammy.mastro@commerce.wa.gov 360.791.2805	
5. Contract Amount \$ 500,000	6. Funding Source: Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Contract Start Date	8. Contract End Date: June 1, 2029
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0000350-00	12. UBI # 36001852	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for Pre-Construction activities that include, but are not limited to, design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.			
The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; the BOARD Traditional Program Policy Handbook; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature		Kathryn A. Gardow, Public Works Board Chair	
Print Name		Date	
Title		APPROVED AS TO FORM ONLY November 15, 2023	
Date		Signature on File Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Richland
Contract Number:	PR24-96103-005

PROJECT INFORMATION

Project Title:	Horn Rapids Landfill Expansion and Organics Processing Project
Project City:	Richland
Project State:	Washington
Project Zip Code:	99352

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount:	\$500,000
Loan Term, if applicable:	5 years
Interest Rate:	0.86%
Payment Month:	June 1

GRANT FUNDING:

Grant Amount:	\$0.00
% of Funding as Grant:	N/A

PROJECT TOTALS:

Match Amount:	N/A
Total Funding:	\$500,000
Total Estimated Project Cost:	\$500,000
Earliest Date for Cost Reimbursement:	08/04/2023
Time of Performance:	24 months from the Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a revenue obligation of the LOCAL GOVERNMENT.

SCOPE OF WORK

The project will complete a feasibility study for new organics collection programs, organics waste generation estimates, de-packaging processing, organics digestion technologies, renewable natural gas generation estimates and valuation, expanded composting production and marketing, and capital and operational financial feasibility. The project will also complete engineering design and bid document preparation for selected organics processing facilities and landfill disposal capacity expansion.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction.

The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

PART 1. SPECIAL TERMS AND CONDITIONS

1.1 DEFINITIONS

As used throughout this Pre-Construction Funding Contract the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- B. "Contract" shall mean this Pre-Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the scope of work described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The BOARD Traditional Program Policy Handbook shall mean the handbook found on the PWB website or available upon request in PDF.

1.2 AUTHORITY

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor a Public Works Board pre-construction funding for an approved public works project.

1.3 PURPOSE

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 ORDER of PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions, including attachments.
- C. General Terms and Conditions.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.6 DEFAULT in REPAYMENT

If the funding under this Contract constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.7 SUB-CONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.8 ELIGIBLE PROJECT COSTS

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the Start Date shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 HISTORICAL and CULTURAL RESOURCES

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contract shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Contract, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 PROJECT COMPLETION AMENDMENT and CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.11 RATE and TERM of LOAN

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the LOAN AMOUNT shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance. The length of the loan shall not exceed the declared LOAN TERM in years, with the final payment due by the CONTRACT END DATE as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of

loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following Contract termination. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.13 REIMBURSEMENT PROCEDURES and PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

When requesting reimbursement for expenditures made, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides and the PWB approves proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as Described in Section 1.9 of this Contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly nor less than quarterly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this CONTRACT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 REPAYMENT

If the Contract is a loan, then repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the CONTRACT END DATE shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 REPORTS

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project; and
- E. Other reports as the BOARD may require.

1.16 TERMINATION for CAUSE

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the SCOPE OF WORK, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 TERMINATION for CONVENIENCE

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 TIME of PERFORMANCE

No later than twenty-four (24) months after the date of Contract execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term stated in Section 8 of the Contract Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 CONTRACT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.20 SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.21 LOAN SECURITY

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

PART 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer

programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof,

nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services, RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act, RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12 as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12 , and shall make such records available for the BOARD's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD'S name is mentioned, or language used from which the connection with the state of Washington's or the BOARD'S's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If the BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to, and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the BOARD.

ATTACHMENT I: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD PRE-CONSTRUCTION PROGRAM

CONTRACTOR: City of Richland

CONTRACT Number: PR24-96103-005

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Richland (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule, debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name

Address



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2024-18, Authorizing a Loan Agreement with the Washington State Public Works Board for the Tapteal I Booster Pump Station Project

Department/Office
Public Works

Ordinance/Resolution Number:
2024-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-18, authorizing the City Manager to sign and execute a Washington State Public Works Board construction funding contract for the Tapteal I Booster Pump Station Project, and any amendments thereto offered by the Washington State Public Works Board to increase the original loan amount to cover total project construction costs.

Summary:

The 2023-2028 Capital Improvement Plan includes a project titled Tapteal I Pump Station Upgrade. The Tapteal I Pump Station Upgrade project will replace an obsolete pump station providing water supply to Richland south of the Yakima River and to the City of West Richland. Pursuant to a July, 2020 interlocal agreement, the City of West Richland will fund a portion of the project costs.

By Resolution No. 2023-91, Richland City Council authorized an application to the Washington State Department of Commerce's Public Works Board for low-interest loan financing of the Tapteal I Pump Station Upgrade project construction. The Washington State Public Works Board has offered a low-interest loan to the City of Richland based on the application.

The project construction costs, based on bids received on December 13, 2023, are expected to exceed the amount of the loan offer. Application has been made to the Public Works Board to increase the loan amount so that it will fully fund project construction. The Washington State Public Works Board may offer the City an increased loan amount to cover the higher bid prices, but will only do so after the original loan agreement is executed. Resolution No. 2024-18 will authorize execution of the original loan agreement and any amendment thereto offered by the Washington State Public Works Board to increase the original loan amount to cover total project construction costs.

The City's best interests are served by utilizing the Public Works Board's low-interest loan financing to complete project construction as it will lower the City's costs.

Staff recommends adoption of Resolution No. 2024-18.

Fiscal Impact:

This loan will bring \$5,500,000 into the Water Fund, preserving the Fund reserves for operating costs and eliminating the possible use of a higher-cost bond issue to complete the Tapteal I Booster Pump Station Project. The loan interest rate is 1.72% over a 20-year term with annual payments.

Attachments:

1. Resolution No. 2024-18
2. Public Works Board-Construction Funding Contract - TBP Station

RESOLUTION NO. 2024-18

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSTRUCTION FUNDING CONTRACT WITH
THE WASHINGTON STATE PUBLIC WORKS BOARD FOR THE
TAPTEAL 1 BOOSTER PUMP STATION PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a project titled Tapteal 1 Pump Station Upgrade (the “Project”); and

WHEREAS, the Project will replace an obsolete pump station providing water supply to Richland south of the Yakima River and to the City of West Richland; and

WHEREAS, pursuant to a July 2020 interlocal agreement (*see* Richland Contract No. 236-20), the City of West Richland will fund a portion of the project costs; and

WHEREAS, by adoption of Resolution No. 2023-91, Richland City Council authorized an application to the Washington State Department of Commerce’s Public Works Board for low-interest loan financing of the Project construction; and

WHEREAS, the Public Works Board has offered a low-interest loan for the Project construction; and

WHEREAS, the Project construction costs, based on bids received on December 13, 2023, are expected to exceed the amount of the loan offer; and

WHEREAS, the Public Works Board may offer the City an increased loan amount to cover the higher bid prices; and

WHEREAS, the City’s best interests are served by utilizing the low-interest loan financing provided by the Washington State Department of Commerce’s Public Works Board to complete the Project construction as it will lower the City’s costs.

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 Construction Funding Contract with the Washington State Department of Commerce’s Public Works Board for the Tapteal 1 Booster Pump Station Project, and an amendment to the Construction Funding Contract increasing the loan amount if it is presented to the City of Richland for consideration.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CONTRACT FACE SHEET

Contract Number: PC24-96103-048

PUBLIC WORKS BOARD CONSTRUCTION FUNDING CONTRACT

1. Contractor City of Richland 625 Swift Boulevard Richland, WA 99352		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative		4. Public Works Board Representative Tammy Mastro 360.791.2805 Tammy.mastro@commerce.wa.gov	
5. Contract Amount \$5,500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2044
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0000350-00	12. UBI # 036-001-852	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification. Public Works Board's Policies and Loan Handbook, found at the Public Works Board Traditional Funding webpage and is also available by request as a PDF.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature		Kathryn A. Gardow, Public Works Board Chair	
Jon Amundson Print Name		Date	
City Manager Title		APPROVED AS TO FORM ONLY	
Date		Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Richland
Contract Number: PC24-96103-048

PROJECT INFORMATION

Project Title: Tapteal 1 Booster Pump Station Project
Project City: City of Richland
Project State: **Washington**
Project Zip Code: 99352

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: **\$5,500,000**
Loan Term: **20 years**
Interest Rate: **1.72%**
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: N/A
% of Funding as Grant:

PROJECT TOTALS:

Total Estimated Cost: **\$5,500,000**
Total Project Funding: **\$5,500,000**
Earliest Date for Cost Reimbursement: **September 8, 2023**
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will construct a replacement pump station for the Tapteal 1 Booster Pump Station, including the replacement of a chlorine production and dosing system and the addition of a backup electrical generator.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents and construction.

◀ The project needs to meet all applicable Local, State, and/or Federal standards.

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Draft Not For Signature

CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Contract the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract
- B. "Contract" shall mean this Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Contract constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contract shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Contract, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD monthly or at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total loan amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Contract**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and any applicable interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the contract includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Expenditure Projection Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of any loan provided under this contract, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as REVENUE OBLIGATION.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88

- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDs review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If the BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Richland
CONTRACT Number: PC24-96103-048

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Richland (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-19, Authorizing an Agreement with the Washington Department of Corrections for Inmate Labor Services

Department/Office
Public Works

Ordinance/Resolution Number:
2024-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-19, authorizing the City Manager to sign and execute an agreement with the Washington State Department of Corrections for use of its inmate labor program on or near the City's landfill property, on city-owned property not designated for public use, and within city street right-of-way.

Summary:

Litter management at the City's landfill presents an ongoing challenge due in large part to frequent wind that transports litter across the landfill property and occasionally off the landfill site. The City is required by its operation permit to manage litter on the landfill site. Litter management is a labor-intensive process as the distribution of litter and the terrain at the landfill are not conducive to automated or mechanical processing. Occasionally, there are other labor-intensive projects on the landfill site, on city-owned parcels not designated for public use, and within city street right-of-way.

Correctional facility-provided inmate labor provides a cost-effective means of completing simple maintenance tasks. The City currently uses inmate services provided by Benton County for various labor-intensive tasks throughout the city. The Washington State Department of Corrections, specifically Coyote Ridge Corrections Center, operates an inmate labor program offering similar services to those provided by Benton County's program.

The City and Department of Corrections have successfully deployed inmate labor at the Horn Rapids Landfill since 2015, with the most recent contract for these services expiring at the end of 2023. The City will benefit from renewing its contract with the Department of Corrections as a means of securing an expanded pool of available inmate labor.

Staff recommends adoption of Resolution No. 2024-19.

Fiscal Impact:

Funding for work crew labor from the Department of Corrections is budgeted in the Solid Waste Disposal Utility operating budget.

Attachments:

1. Resolution No. 2024-19
2. Department of Corrections Class IV Work Crew Master Agreement

RESOLUTION NO. 2024-19

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CLASS IV WORK CREW AGREEMENT WITH
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
FOR LITTER SERVICES AT THE HORN RAPIDS LANDFILL.**

WHEREAS, litter management at the City's Horn Rapids Landfill presents an ongoing challenge due in large part to frequent wind that transports litter across the landfill property and occasionally off the landfill site; and

WHEREAS, the City is required by its operating permit to manage litter on the landfill site; and

WHEREAS, litter management is a labor intensive process as the distribution of litter and the terrain at the landfill are not conducive to automated or mechanical processing; and

WHEREAS, occasionally, there are other labor intensive projects on the landfill site, on city-owned parcels not designated for public use, and within city street rights-of-way; and

WHEREAS, inmate labor provided by a regional correctional facility provides a cost-effective means of simple maintenance tasks; and

WHEREAS, the City currently contracts with Benton County for inmate services for various labor intensive tasks throughout the City; and

WHEREAS, the Washington State Department of Corrections, specifically Coyote Ridge Corrections Center, operates an inmate labor program offering similar services to those provided by Benton County's program; and

WHEREAS, the City and the Department of Corrections have successfully deployed inmate labor at the Horn Rapids Landfill since 2015, with the most recent contract for services expiring at the end of 2023; and

WHEREAS, the City will benefit from an expanded pool of available inmate service providers.

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 Class IV Work Crew Agreement and associated project descriptions with the Washington State Department of Corrections for use of its inmate labor program on or near the City's landfill property, on city-owned property not designated for public use, and within city street rights-of-way.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

CITY OF RICHLAND

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and City of Richland, located at 625 Swift Boulevard, Richland WA 99352, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin **July 01, 2023** and continue through **June 30, 2025**, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.
- 1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.
 - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.
- 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:
City of Richland
Attn: Accounts Payable
625 Swift Boulevard, Richland WA 99352
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number:
SWV0003872-01 [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTS** - will send payment to the address provided by the DOC location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
- B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).
- D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

9. TRAINING

- A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Mark Chidester, Solid Waste Manager, mchidester@ci.richland.wa.us.

DOC: Ben Estock, Fiscal Analyst, bmestock@doc1.wa.gov

11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:
 - 1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.
 - 2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

- B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.
- C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.
 - 1) Expenses:
 - a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.
 - b) Injury. The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.
- D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.
- D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.
- B. DOC, its agents, and/or employees:

- 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals.
- C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

16. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. Prior to signature by DOC the RECIPIENT must provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at docclacontracts@doc1.wa.gov Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501)(c) (3) Charitable Organization or a (501)(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF RICHLAND

(Signature)

(Printed Name)

(Title)

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Daryl Huntsinger
(Printed Name)

Contracts Administrator
(Title)

(Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General

Date: December 29, 2020

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Corrections Center

Prisons Division CLASS IV Work Project Description

Contract Number: K_____

RECIPIENT: _____

RECIPIENT is: ☐ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit; Evidence Attached ☐

RECIPIENT Contact: _____ Phone: _____ Email: _____

Department Contact: _____ Phone: _____ Email: _____

Work Project Title: (describe the work)Project Level: ☐ 1 ☐ 2 ☐ 3Workers will: (describe the work)Number of Workers on crew: (insert number)

Project Location: _____

Project Period (One year maximum): _____ through _____

Projected Total Number of Crew Hours, Number of Workers: _____

Minimums for Set Monthly Rate and/or Full or Half Day Rate: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Mileage reimbursement at the OFM/GSA rate at the time the work was performed;
2. The L&I Premiums Rate at the time the work was performed; and
3. Other direct and indirect costs \$____; to include _____ (Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

RECIPIENT: _____

Specialty PPE, Tools and Equipment Training Provided by RECIPIENT? ☐

DOC: _____

JSA Worksheet completed and attached? ☐

Additional Terms:

NAME OF RECIPIENT _____

DEPARTMENT OF CORRECTIONS

SAMPLE – DO NOT SIGN

Signature _____

SAMPLE – DO NOT SIGN

Signature of Superintendent _____

Title _____

Institution _____

Date _____

Date _____

Please email a copy of this Work Project Description to docclacontracts@doc1.wa.gov within two (2) calendar days after it is signed by both Parties. THANK-YOU.

CLASS IV PROJECT MATRIX
Department of Corrections
Work Projects & Gratuities

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
LEVEL THREE PROJECTS		
CUTTING FIREWOOD	\$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	\$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	\$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	\$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	\$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	\$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	\$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
LEVEL TWO PROJECTS		

BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	\$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin. Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	\$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	\$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	\$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	\$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	\$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS		
SANDING / SALTING	\$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	\$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	\$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

Washington State Department of Corrections
Statewide Safety Program



PROHIBITED WORK

May **NOT** Be Performed By Incarcerated Individuals (Workers)

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with RCW 49.17.280 and WAC 296-901.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties

JOB SAFETY ANALYSIS (JSA) WORKSHEET

RECIPIENT: _____

DOC Matrix - Project Risk Level: _____

RECIPIENT JSA Contact: _____

Phone: _____

Email: _____

DOC JSA Contact: _____

Phone: _____

Email: _____

DOC Matrix – Work Project Title: _____

Project Date(s): _____

Project Location(s): _____

Contract: K _____

ELEMENTS/ACTIVITIES	SPECIFIC TASKS	HAZARDS	CONTROLS	PPE	PROVIDER of PPE & TRAIN TO USE

SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT:

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact

SAMPLE – DO NOT SIGN

(Signature) Date

(Printed Name) Title

Department JSA Contact

SAMPLE – DO NOT SIGN

(Signature) Date

(Printed Name) Title

Instructions: Please use this form “as is” to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: “operating a table saw” would be an element and “installing a blade” and/or “ripping” would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Utility Advisory Committee: Monica Hofstetter

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Monica Hofstetter to Position No. 1 on the Utility Advisory Committee.

Summary:

Monica Hofstetter, the candidate recommended for appointment to Position No. 1 on the Utility Advisory Committee (UAC), was initially interviewed on December 22, 2023 by UAC Chair Lo Presti, Vice-Chair Larkin, Council Liaison VanDyke, and Staff Liaison Whitney as part of the City's recruitment efforts to fill Position No. 2 on the UAC. At that time, another candidate was selected for appointment to Position No. 2.

A vacancy in Position No. 1 was created when Roy Miller resigned effective January 10, 2024. Given the newly created vacancy, the UAC interview panel determined to invite Ms. Hofstetter to a second interview, and ultimately agreed to recommend her to fill the vacancy in Position No. 1.

The unexpired term for Position No. 1 will be effective upon appointment through September 30, 2026.

The candidate's application packet is on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. Utility Advisory Committee Candidate Recommendation Memo

CITY OF RICHLAND
ENERGY SERVICES

625 Swift Boulevard, MS-23
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: City Clerk, Jennifer Rogers

FROM: Administration Assistant II, Arturo Mata

THROUGH: Energy Services Staff Liaison, Clint Whitney

DATE: January 23, 2024

SUBJECT: Utilities Advisory Committee Candidate Recommendation

Two (2) application packets were received as a result of advertising for the vacant position on the Utility Advisory Committee (UAC). UAC Chair Charles Lo Presti, Council Liaison Van Dyke, UAC Vice-Chair Larkin reviewed the candidate packets and interviewed the UAC applicants on December 22, 2023.

As a result, the recommendation is for Council to appoint Monica Hofstetter to a vacant UAC position as:

Position No. 1 Monica Hofstetter



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Travel for Mayor Richardson

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Theresa Richardson to attend the AWC Mayors Exchange - Winter 2024 in Olympia, Washington from February 21 - 23, 2024.

Summary:

Mayor Theresa Richardson plans to attend the Association of Washington Cities (AWC) Mayors Exchange - Winter 2024 in Olympia, Washington from February 21 - 23, 2024.

AWC is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and regulatory agencies. This particular opportunity is limited to mayors and is a chance to connect with mayors from across the state during the legislative session to gather and rally around issues that matter to cities, share local legislative agendas, and discuss how they intersect with AWC's priorities and to connect and share with peers about what's happening in their city.

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 \$843.35 for Theresa Richardson to attend the AWC Mayors Exchange - Winter 2024. A portion of these expenses may be eligible for reimbursement by AWC. City Council has an adequate budget to cover all costs if not reimbursed.

Attachments:

I. Mayors Exchange Event Information

[AWC Home Page](#) / [Events & Education](#) / [Upcoming AWC events](#) / [Events details](#)

Mayors Exchange - Winter 2024



Join us in Olympia for AWC's Mayors Exchange! This is your opportunity to connect with mayors from across the state during the legislative session.

- Gather and rally around issues that matter to cities
- Share local legislative agendas and discuss how they intersect with AWC's priorities
- Connect and share with peers about what's happening at home

This event is strictly limited to mayors.

What's so special about an AWC Mayors Exchange? Watch this video to find out

Agenda

Feb 21

6 – 7:30 pm: Networking reception

Feb 22

8 – 8:30 am: Networking and registration

8:30 am – 4 pm: Mayors Exchange

Registration includes continental breakfast, lunch, and networking reception.

Speakers

Deanna Dawson, AWC CEO
Candice Bock, AWC Government Relations Director
Carl Schroeder, AWC Government Relations Deputy Director
Brandy DeLange, AWC Government Relations Advocate
Lindsey Hueer, AWC Government Relations Advocate

Registration fees

AWC members – \$125

See AWC's conference and workshop [terms of agreement](#) for information on our refund/cancellation policy.

Scholarships

Small City Scholarships

If you're from a city with a population under 5,000, you may qualify for one of [AWC's Small City Scholarships](#). The scholarship covers the event registration fee.

It is easy to utilize a Small City Scholarship once awarded. Simply enter the campaign code **2024MESCS** at checkout during the registration process. If you register using a Small City Scholarship and do not attend, your city will be charged the cancellation fee.

Washington Cities Scholarship Program

The Washington Cities Scholarship program assists cities over 5,000 in population in attending AWC training. The Washington Cities Scholarship will reimburse a city for 50% of the registration fee. The scholarship funds are available for major AWC conferences, including pre- and post-conference workshops occurring during the 2023 calendar year.

Denial of a scholarship may be due to various reasons such as significant demand for a particular workshop, lack of scholarship funds, and/or multiple scholarships provided to a particular jurisdiction. Contact OnlineEducation@awcnet.org to apply now!

Lodging

AWC has reserved a block of sleeping rooms for the night of February 21 at negotiated rates. Reserve your hotel room when you register for the AWC Mayors Exchange and take advantage of the AWC rates.

The room block fills up quickly, so please register for the event as soon as possible. Please note: One reservation per registrant. AWC will audit for duplicate reservations and for reservations made prior to registering for the conference and may cancel such reservations.

Hilton Garden Inn Olympia

2101 Henderson Park Lane SE, Olympia, WA 98501

Standard room – \$153 per night

To make your reservation, please call (360) 236-9934. Ask for the AWC Mayors Exchange rate.

Rate available until February 1.

If you have questions about hotel reservations, contact [registration](#).

Hotel changes/cancellations

Guests are responsible for paying for their own accommodations. All changes and cancellations must be made directly with the hotel. The hotel must receive notice of cancellation at least 72 hours prior to the arrival date and a cancellation number must be obtained by the guest to avoid penalty charges for one-night stay.

AWC is not responsible for any penalty or no-show charges.

AWC has worked diligently with the hotel to establish a room block for our attendees. Improper solicitation of hotel reservations from any company or housing provider other than AWC is not approved. Reservations made by unaffiliated organizations may appear to be for lower rates; however, they may be illegitimate, have unreasonable cancellations or change penalties, or be completely non-refundable. Please be aware of and report any unauthorized solicitation to AWC at registration@awcnet.org.

Continuing education credits



City elected officials earn 5 credits toward the [Certificate of Municipal Leadership](#) in the *effective local leadership* competency area.

Questions?

Event information

[Amy Davis](#)

Registration or cancellation questions and special accommodations

registration@awcnet.org

Please contact us at least seven business days prior to the workshop if any disability accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the AWC number. For toll-free closed captioning service, visit www.hamiltonwebcaptel.com.

AWC statement on COVID-19 health and safety at meetings and events

AWC is committed to maintaining a safe and healthy environment for attendees at our meetings and events, and we will always comply with applicable local, state, or federal health requirements. Although face masks are not currently required, we welcome attendees to wear a mask, and ask all attendees to respect others' choices.

If local, state, or federal health orders change, we will make every attempt to notify attendees of these requirements in advance; however, the COVID-19 pandemic is evolving and, in some instances, attendee requirements at meetings and events may change with short notice.

[Login to register](#)

Event Details

Mayors Exchange - Winter 2024

Dates

Start: Feb 22, 2024 8:00AM

End:Feb 22, 2024 4:00PM

Location

**Hilton Garden Inn Olympia
2101 Henderson Park Lane SE
Olympia, WA, 98501**



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Travel for Councilmember VanDyke

Department/Office
City Council

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Authorize travel for Shayne VanDyke to attend the Energy Communities Alliance (ECA) Waste Management Symposium in Phoenix, Arizona, from March 11-13, 2024.

Summary:

Councilmember Shayne VanDyke plans to attend the Energy Communities Alliance (ECA) Waste Management Symposium in Phoenix, Arizona, from March 11-13, 2024.

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 is an international conference on radioactive waste management and related topics. Representatives from more than 30 countries meet to discuss and share ideas on many crosscutting topics including robotic handling, remote systems, new technologies, radioactive and hazardous waste characterization, treatment storage, packaging, transportation, and disposal, engineering design and construction, environmental laboratories, decontamination, decommissioning, and environmental remediation – as well as emerging topics such as small modular reactors, clean energy, science, technology, engineering, and math (STEM).

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 \$1,500 for Shayne VanDyke to attend the Energy Communities Alliance (ECA) Waste Management Symposium. Many of these expenses will be reimbursed by ECA. City Council has an adequate budget to cover costs if not reimbursed.

Attachments:

- I. Waste Management Symposium Registration

From: [Faith Sanchez](#)
Cc: [Nicole Herendeen](#); [Seth Kirshenberg](#); [Kara Colton](#)
Subject: REGISTER NOW! Waste Management Symposium 03/12-03/13
Date: Friday, November 10, 2023 11:26:35 AM
Attachments: [Outlook-hediny0i.png](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Dear ECA members,

This is a reminder that ECA will be participating in the Waste Management Symposium (WMS) in Phoenix, Arizona. As we did last year, ECA's meetings and sessions will be Tuesday, **March 12 and Wednesday March 13**. As part of the meetings, ECA will also have a short ECA member **Board Meeting Tuesday at 8:00am on March 12**.

ECA will pay for the two days of ECA meetings in the registration for ECA members. If you want to attend the full 5 days of meetings, ECA negotiated a discount rate and you will need to pay the difference in the registration fee (about \$400). Please contact me individually if you wish to do the full meeting.

REGISTRATION

ECA has secured discounted registration for up to 40 members to attend WMS. **Please register prior to December 15**. We currently have 25 spots left. If you have not received a confirmation email from myself confirming your registration, please reach out to me.

To register for the meeting, please create a profile via the WMS website (<https://www.xcdsystem.com/wmsym/attendee/index.cfm?ID=p9tySSw>). **When your profile is complete, do not enter any payment information.** Please email me and I will move your registration to the registration list with WMS staff. You are only registered for the meeting after completing both steps and receiving a confirmation email from me. Please, let me know what email you use to register. It is crucial that you use the same email for your profile that you would like used for all WMS correspondence. **You all DO NOT need to input the registration code; I will be inputting those codes on the backend.**

TRAVEL AND LODGING

ECA will provide reimbursement up to \$800 for flights in addition ECA will reimburse to three (3) nights (Monday-Wednesday) for lodging up to the per diem government rate. **PLEASE BOOK YOUR LODGING IMMEDIATELY. All hotels downtown with room blocks are FULLY booked.** Please find a list of WMS contracted hotels here: <https://www.wmsym.org/conference-information/wm2024-travel-housing/>.

ECA will provide these reimbursements for two (2) individuals per ECA member community and up to one (1) CRO member unless prior approval is granted. Please find information on [ECA's travel policy here](#). Please follow the listed policies when booking your travel.

If you have any questions or if I may provide anything further at this time, please do not hesitate to let me know.

Kind regards,

Faith Sanchez

Program Manager

Energy Communities Alliance

1625 Eye Street, NW, Suite 800

Washington, DC 20006

(202) 828-2410

faiths@energyca.org



This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message.

Thank you.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-01, Amending the RMC 3.24.930 Regarding Assessments for the Uptown Business Improvement District (First Reading)

Department/Office
Development Services

Ordinance/Resolution Number:
2024-01

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-01, amending RMC 3.24.930 related to administration of the Uptown Business Improvement District and authorizing an increase in the monthly assessment.

Summary:

Business improvement districts (BID) are organizations of businesses that assess fees on themselves to fund common expenses such as maintenance, improvements, promotions, and special events. Washington BIDs are enabled by RCW 35.87A which grants cities with the sole authority to levy assessments on businesses located within BID boundaries. RCW 35.87A.110 further authorizes cities to contract with BIDs to administer certain administrative functions. The City has collected assessments on behalf of the Uptown Business Improvement District (UBID) since 2003 (authorized by Ordinance 29-03) and remits revenue to the district minus an administrative fee. The UBID utilizes their revenue within their own administrative structure without additional City involvement.

The Uptown Business Improvement District (UBID) Board of Directors is requesting changes to the assessment rate and methodology for future increases for its members. Assessment rates within UBID have not increased since the district's inception in 2003. The current assessment rate is \$10 per month for upstairs businesses and \$15 per month for businesses located at street level. The new rate, if approved, would increase to \$50 per month for all businesses, regardless of location.

The UBID uses the revenue from assessments for the beautification of common areas, including trash removal, annual flower planting, seasonal decorations, and district-wide promotional materials, as well as insurance and other administrative costs. The district has experienced a significant increase in costs for basic services such as utilities and common area maintenance over the past few years, resulting in depleted reserves. To correct this downward trend, the UBID Board of Directors proposed an increase to the rate, along with an automatic annual adjustment after five years. The UBID held its annual membership meeting on November 29, 2023, and included the proposal as an item of business. During the meeting, the membership discussed the proposal and considered several options before voting to request the changes detailed in Ordinance No. 2024-01. It is the desire of the Uptown Business Improvement District to add value for all district members through events and programming that will make the Uptown a regular destination for shoppers. Staff recommends adoption of Ordinance No. 2024-01 on first reading, by title only.

Staff recommends approval of Ordinance No. 2024-01.

Fiscal Impact: Per Ordinance No. 29-03, the City deducts 7% of collected assessments to cover the costs associated with invoicing and BID support. Based on this split, increasing the assessment to \$50 per month is expected to increase the City's general fund receipts by approximately \$2,300 per year in administrative fees (previously \$924) and provide the Uptown Business Improvement District with additional revenue of approximately \$29,000 annually.

Attachments:

1. Ordinance No. 2024-01
2. Letter - UBID to Council
3. UBID 2024 Council Presentation
4. Ordinance No. 29-03

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 3.24.930 RELATED TO ADMINISTRATION OF THE UPTOWN BUSINESS IMPROVEMENT DISTRICT, AUTHORIZING AN INCREASE IN THE UBID MONTHLY ASSESSMENT, AND AMENDING SECTION 1.03 OF ORDINANCE NO. 29-03.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to reflect updated processes and procedures; and

WHEREAS, through Ordinance No. 29-03, the Richland City Council established the Uptown Business Improvement District (UBID) on July 1, 2003; and

WHEREAS, the original assessments established by Ordinance No. 29-03 for the UBID were \$15.00 a month for ground floor businesses, and \$10.00 a month for second story businesses; and

WHEREAS, the original assessments established by Ordinance No. 29-03 have never been revised; and

WHEREAS, RCW 35.87A.140 provides a process by which assessments for business improvement districts may be changed; and

WHEREAS, Section 1.15 of Ordinance No. 29-03, entitled Rate Changes, identifies how the UBID, through its Board of Directors, may recommend changes to the assessment in accordance with RCW 35.87A.140; and

WHEREAS, at its November 29, 2023 annual membership meeting, the UBID's Board of Directors proposed an increase to the assessments, and more than sixty percent (60%) of those present voted in favor of the increase as required by Section 1.15 of Ordinance No. 29-03; and

WHEREAS, the rate for all businesses in the Uptown Business Improvement District is proposed to increase to \$50.00 per month for all businesses, regardless of location within the UBID; and

WHEREAS, pursuant to RCW 35.87A.140, proceedings to change the rate or impose an additional rate of special assessments shall terminate if protest is made by businesses in the proposed area which would pay a majority of the proposed increase or additional special assessments; and

WHEREAS, on January 26, 2024, pursuant to Resolution No. 2024-07, the Richland City Council declared its intention to change the assessment rates for Uptown Business Improvement District ratepayers as requested by the UBID Board of Directors and pursuant to RCW 35.87A.140; and

WHEREAS, a public hearing was held on February 6, 2024 at 6:00 p.m. to receive testimony, including any objections by affected ratepayers; and

WHEREAS, the testimony received during the hearing did not amount to sufficient protest under RCW 35.87A.140; and

WHEREAS, RMC 3.24.930, entitled Uptown Business Improvement District Fund – Distributions, prescribes the frequency for the distribution of assessments from the Fund, and requires updating to streamline the distribution process.

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

Section 1. Section 3.24.930 of the Richland Municipal Code, entitled Uptown Business Improvement District Fund – Distributions, as first enacted by Ordinance No. 36-12, and last amended by Ordinance No. 2022-43, is hereby amended as follows:

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each ~~month~~ quarter, or as soon as practical thereafter, the finance director is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding ~~month~~ quarter.

Section 2. Beginning January 1, 2024, each business, multi-family residential, and mixed-use project as described in RCW 35.87A.020(3) shall be assessed \$50.00 per month for five (5) consecutive years, after which time the assessment shall increase annually by three percent (3%) to finance the programs set forth in Section 1.02 of Ordinance No. 29-03. Section 1.03 of Ordinance No. 29-03 is hereby amended to conform to this Ordinance No. 2024-01.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 4. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

Uptown Business Improvement District

1/03/24

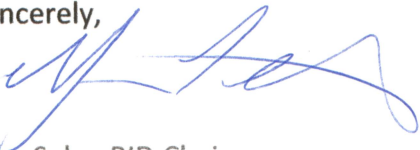
Dear Councilmembers:

The Uptown Business Improvement District held its annual membership meeting on November 29th and voted 16-1 to increase the monthly assessment for all ratepayers effective January 1, 2024 or as soon after as possible. The Uptown is a vibrant community amenity that attracts shoppers from around the region to enjoy our community events, alley art and unique shops and restaurants.

The BID is asking that the assessment be increased to \$50.00 per month for all businesses with an automatic 3% annual increase after five years.

An increase is needed so the district can continue to provide services and programming that benefits all businesses in the district. We hope you will support our efforts to make the Uptown a Richland destination.

Sincerely,



Gus Sako, BID Chairperson

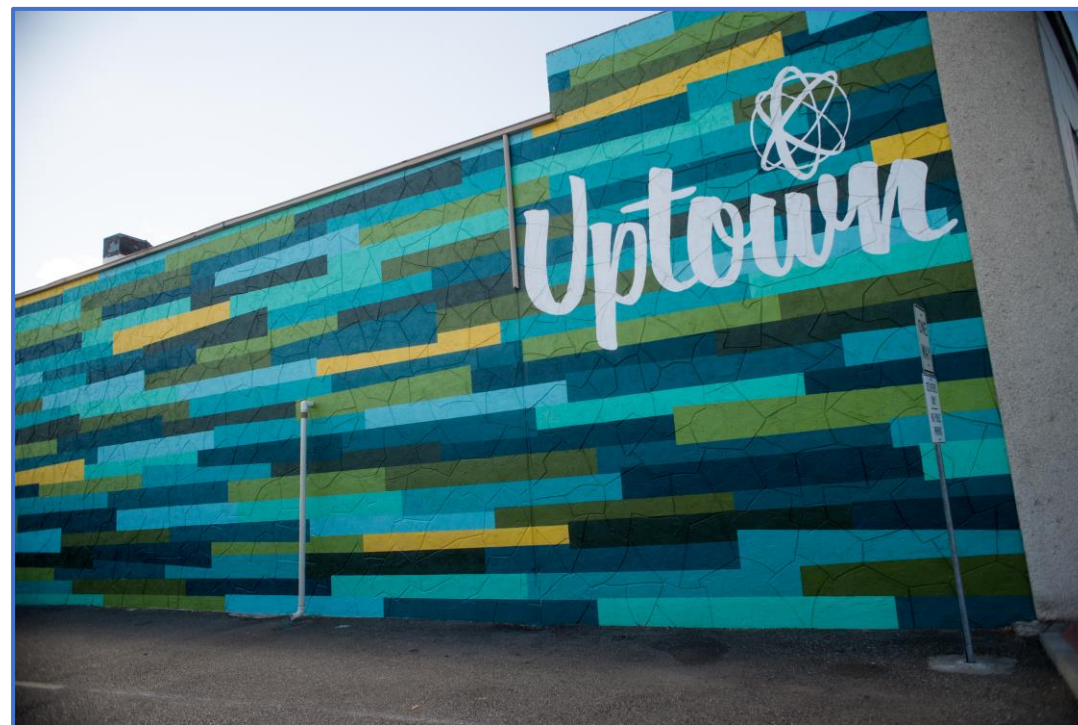


UPTOWN

BUSINESS IMPROVEMENT DISTRICT
ASSESSMENT INCREASE

BUSINESS IMPROVEMENT DISTRICTS (BID)

- Formed under RCW 35.87A
- Self-taxing through assessments
- General economic development
- Neighborhood revitalization



UPTOWN BID

Formed in 2003 through Ordinance No. 29-03

- Assessment set - \$15/mo. ground floor, \$10/mo. upper floor
- Use of funds restricted by Ordinance No. 29-03
 - Common area maintenance and beautification
 - Security
 - Marketing & Promotion
 - Administration





PARTNERSHIP

- Parking lot, alley and sidewalks – COR ownership
- Buildings - individual ownership

CITY

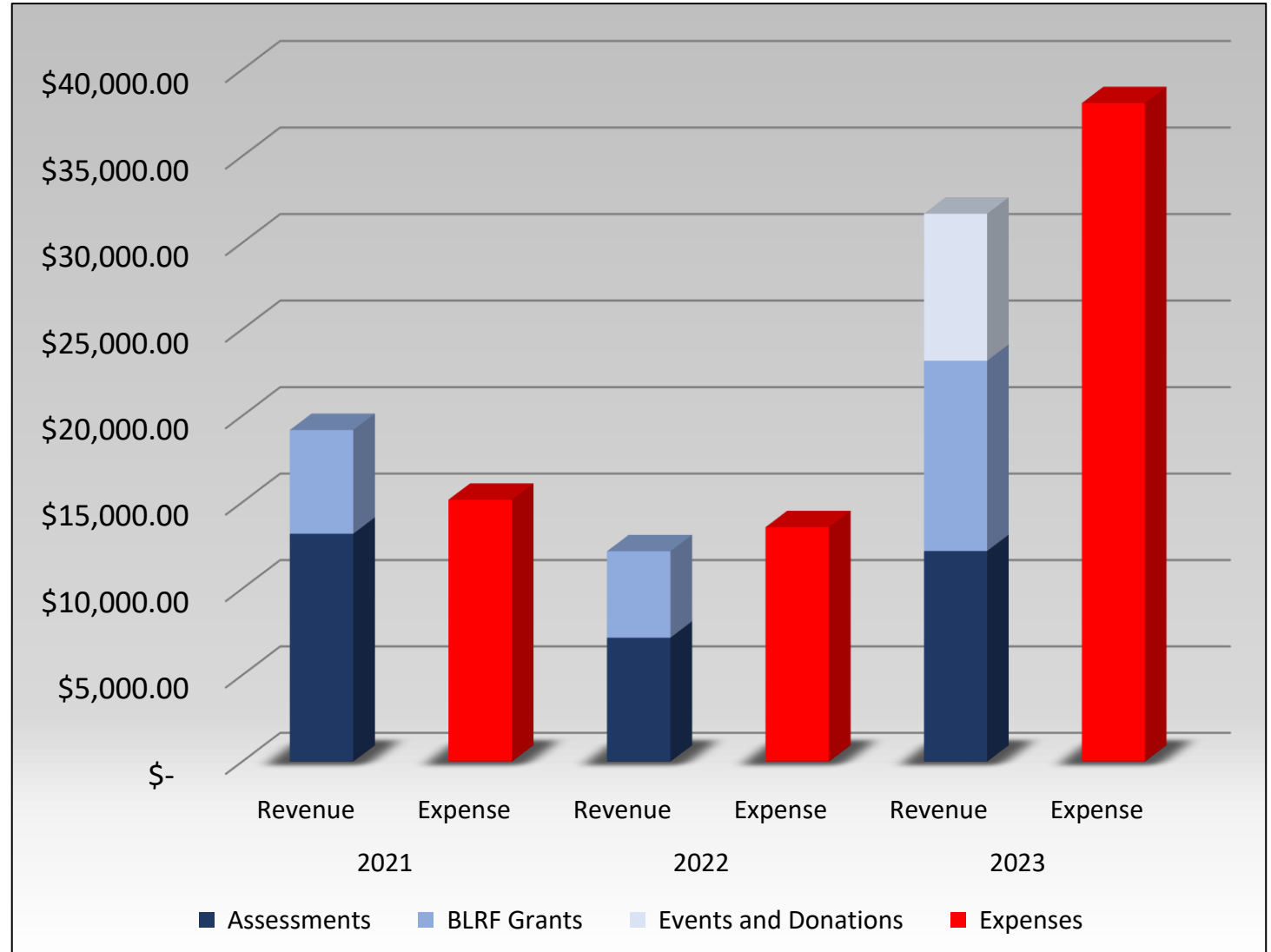
- Landscape maintenance
- Pedestrian light maintenance
- Parking lot maintenance

UPTOWN BID

- Common area maintenance
- Events and alley mural program
- Seasonal decoration
- Marketing



ANNUAL REVENUE AND EXPENSES



ASSESSMENT CHANGE PROCESS

Step 1

- 60% of voting members present at the annual meeting approved increase

Step 2

- Resolution of intent to change assessment (January 16th)

Step 3

- Public Hearing* & First Reading

Step 4

- Second Reading & Adoption

**Proceedings to change the rate or impose an additional rate of special assessments shall terminate if protest is made by businesses or multifamily residential or mixed-use projects in the proposed area which would pay a majority of the proposed increase or additional special assessments.*





Questions

ORDINANCE NO. 29-03

AN ORDINANCE establishing an Uptown Business Improvement District; providing for the levy of special assessments upon businesses within the area; the deposit of revenues in a special account and expenditures there from; and providing for an operating agreement with the Uptown Business Improvement District.

WHEREAS, the owners and/or operators of businesses subject to sixty percent (60%) or more of the special assessments levied by this Ordinance filed a petition with the City of Richland on May 23, 2003, to establish an Uptown Business Improvement District pursuant to RCW Chapter 35.87A. The petition and supporting documents are on file with the Richland City Clerk;

WHEREAS, upon receiving the petition, the Richland City Council on June 3, 2003, adopted resolution number 29-03 entitled "A Resolution declaring the intention to establish an Uptown Business Improvement District restating information contained in the initiation petition and fixing a time and place for a public hearing";

WHEREAS, on June 3, 2003, the City Council determined that the first reading of the Ordinance forming the Uptown Business Improvement District would occur on June 17, 2003, and final reading on or about July 1, 2003;

WHEREAS, on June 17, 2003, at 7:30 p.m. or soon thereafter as practical, in the Richland City Council Chambers, the Richland City Council held a hearing concerning the formation of the Uptown Business Improvement District; and

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

Section 1.01. District Established. The City of Richland, pursuant to RCW Chapter 35.87A, hereby establishes an Uptown Business Improvement District (UBID) within the boundaries described below and as shown on the map attached as Appendix A. The UBID is bounded by George Washington Way on the east, Williams Avenue on the south, Jadwin Avenue on the west and Symons Street on the north and is the area commonly known as the Uptown Shopping Center, Block number 708, Parcel Numbers 102983020708001 through 102983020708028, and 102983020708031, specifically excluding parcel numbers 102983020708029, 102983020708030, and 1029830207080032.

Businesses (as described in RCW 35.87A.020), and further defined in the petition to form the UBID, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3)), all located within the UBID shall be subject to special assessments as authorized by RCW 35.87A.010. The City Council finds that the benefit to businesses subject to the special assessment is a special benefit which would not otherwise accrue but, for the activities, programs and services carried out with the funds provided by the special assessments authorized pursuant to this Ordinance.

Section 1.02. Programs. The revenues from the special assessments authorized in Section 1.03 shall be used for the following purposes consistent with the Petition to establish the UBID on file with the City Clerk, City Council Resolution 29-03 and RCW 35.87A.010. The special assessments shall be used as follows:

The special assessments shall be used for the purposes of management, planning and operating programs pursuant to those purposes outlined in RCW Chapter 35.87A.010. The activities proposed for the first year of operation include, but are not limited to:

1. Beautification of common areas:
 - a. Cleaning of sidewalks and common areas.
 - b. Contract for the removal of trash.
 - c. Provide coordinated holiday décor: lights, etc.
 - d. Increased routine maintenance.
 - e. Replacement of fruiting trees.
2. Security:
 - a. Consistent lighting.
 - b. Increased staff on early school release and high traffic days.
 - c. Improved networking between businesses.
 - d. Continued networking with the Richland Police Department.
3. Marketing:
 - a. Increase marketing of the Uptown as a central shopping area in Richland through a "Shop Richland" style campaign which may include but is not limited to:
 - i. Improved signage.
 - ii. Collective advertising in print and other media.
 - iii. Web-sites and links to local businesses.
 - iv. Non-traditional marketing venues.
 - v. Continued networking with local art and entertainment groups.
4. Administration:
 - a. The City of Richland will utilize seven percent (7%) of the district's total annual assessments to cover the City's cost of administering the district budget, assessments, delinquencies, and other associated tasks.

The above common area maintenance and security programs are supplemental to existing street maintenance, refuse and police services and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the City Council and the UBID.

Section 1.03. Levy of Special Assessments. To finance the programs set forth in Section 1.02, above, there is levied and shall be collected, assessments upon the businesses (as described in RCW 35.87A.020) multi-family residential, mixed-use project (as described in RCW 35.87A.020(3)), as set forth on the following special assessment formula for the UBID.

1. Ground floor business: \$15.00 per month per business.
2. Second story business: \$10.00 per month per business.

Payments are due on the first day of the quarter and will be past due on the 25th day of the quarter. Businesses have the option of paying annually. In that case, payments are due on the fifth day of the year and will be past due on the 25th day of the year. The election to pay annually or quarterly will be a one-time option. Quarterly assessments will be the default method unless a business specifically requests annual statements. A statement, including a \$10.00 re-billing fee, will be mailed for past due assessments.

A business which is more than 60 days delinquent on any UBID Assessment does not retain membership "in good standing" and is not eligible to vote. Upon review of the board, a business not "in good standing" may be denied access to UBID services. Furthermore, the City's Finance Manager is

authorized to refer any unpaid assessments and re-billing fees to a collection agency for collection. All collection costs, including attorney fees, are the responsibility of the business that failed to pay their assessment on time. The assessment formula used in establishing the UBID shall be subject to review at the Annual Meeting of the UBID. Changes to the assessment formula shall be made only consistent with Section 1.15 of this Ordinance.

Section 1.04. Exemptions. Special Assessments. No special assessments shall be levied upon and collected from:

1. Concessionaires at public events, vendor or entertainers who engage in business in the area less than 30 days per year.
2. Single-family housing units.
3. Businesses in existence less than one year.
4. A business that petitions the UBID executive board and City Council which provides evidence that payment places an unreasonable hardship on a particular business.

Section 1.05. Uptown Business Improvement District Fund—Created.

There is hereby created a fund, known and designated as the Uptown Business Improvement District Fund (UBID), into which shall be paid all UBID revenues from special assessments levied under the authority of RCW 35.87A, gifts and donations for the UBID fund, monies for expenditures made and reimbursements due to the UBID fund, and interest and all other income from the investment of deposits according to established City procedures and policies.

Section 1.06. Uptown Business Improvement District Fund—Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the UBID Fund to the

UBID the total amount of special assessments collected under RCW 35.87A.130 during the preceding month.

Section 1.07. Uptown Business Improvement District Fund-Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to the Uptown Business Improvement District Fund.

Section 1.08. Administration. The City Manager or designee shall administer the UBID for the City with authority to:

1. Direct the collection of special assessments; refund special assessments when overpaid or paid for the same area by more than one ratepayer; and extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or non-payment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;
2. Execute a contract for an annual program management contract with the UBID or its successor consistent with Section 1.14 of this Ordinance.

The City's contract with the UBID or its successor shall provide for creation of a Board of Directors holding of quarterly meetings and an annual meeting for UBID ratepayers consistent with Sections 1.09 and 1.10 of this Ordinance.

Section 1.09. Board of Directors. The UBID or its successor in performing a contract to administer the UBID programs, shall establish a Board of Directors to: (1) establish and maintain a data base which includes a list and classification of all ratepayers; (2) provide guidance in establishing and carrying out projects and activities financed through special assessments; and (3) determine ratepayer disputes which include adjustment of assessment rate, methods, classification, special benefits and all matters reasonably related thereto. The Board of Directors shall make recommendations for the UBID budget, expenditures, programs, and assessments to the UBID. The Board of Directors shall, at a minimum, meet quarterly. The last quarterly meeting of the fiscal or calendar year shall be considered an annual meeting. A written annual report shall be distributed prior to or at the meeting. The annual report shall provide ratepayers information regarding annual revenues and expenditures and include contact information for the active Board of Directors membership. The annual report shall be provided to the Richland City Council following review by the UBID membership.

Section 1.10. Board of Directors Membership. The Board of Directors shall have a membership of seven persons operating a business in the UBID. The Board of Directors will be elected by business owners within the UBID for a term of two years from the date of election. The UBID shall, at an annual meeting, receive nominations for election to the Board of Directors. Board of Director members shall be elected by the ratepayers at the annual meeting. The

Board of Directors shall report to the UBID ratepayers for the purpose of performing its functions.

Section 1.11. Interim Board of Directors. The City Council shall appoint an interim Board of Directors comprised of seven ratepayers from the UBID. Within approximately one hundred twenty (120) days from approval of this Ordinance, the Interim Board of Directors will be replaced by a permanent Board of Directors pursuant to Section 1.10, above. The Interim Board of Directors shall develop and promulgate bylaws or rules to guide the operation of the Board of Directors which shall be approved by the City Council.

Section 1.12. Annual Budget. After consultation with the Board of Directors, the UBID shall submit to the City Council on or before February 1st of each year: 1) a statement of the proposed projects and activities to be conducted during the ensuing fiscal or calendar year; (2) the proposed UBID budget; and (3) a statement including a list of ratepayers, the assessment rates and business classifications requested for financing the proposed budget. The City Council, upon receipt of the statement from the UBID may approve, reject and correct the proposed activities, budget and assessments and thereafter, by ordinance or resolution, approve the activities, budget and assessments as provided or as modified. The use of revenue contained in this Ordinance, and as contained in the petition to form the district, are approved by the City Council and will remain in effect until the annual budget is approved consistent with this section.

Section 1.13. Commencement of Assessments. The first quarterly special assessment authorized herein shall be due October 5, 2003.

Section 1.14. Contract for Program Management. The City Manager, or designee, is authorized and directed to contract with the UBID to administer all the UBID projects and activities for the first year. Thereafter, the City Manager shall continue each year to contract with the UBID to administer the forthcoming annual program, unless a suitable successor organization is recommended by: a) a majority of the votes of the ratepayers at their annual meeting, or; b) a valid petition signed by the majority of ratepayers. The annual contract will be put in place only after the Richland City Council adopts the annual budget proposed by the UBID consistent with Section 1.12 of this Ordinance.

Section 1.15. Rate Changes. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.140. No change shall occur in the assessment rate unless recommended by UBID Board of Directors consistent with UBID operating and voting procedures and requires a vote of 60% of the majority present or holding a valid proxy at the annual meeting and subsequent approval by the Richland City Council.

Section 1.16. Notices. Notices of assessment, installment payment, or delinquency, and all other notices contemplated by this Ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the City Treasurer and, if no address is shown there, to the address shown on the records of the City maintained for business or utility tax purposes. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment.

Section 1.17. Disestablishment of Area. The duration of the Uptown Business Improvement District existence shall be perpetual or until such time as 60% of the UBID membership votes to disband and the City of Richland follows the procedural requirements of RCW 35.87A.180. The City reserves the opportunity to disestablish the UBID by ordinance after adoption of a resolution of intent to disestablish the district and the holding of a public hearing, without the 60% affirmative vote of UBID members, consistent with RCW 35.87A180.

Section 1.18. Disputes. Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within twenty (20) days from the date of the assessment or charge, a meeting and/or hearing before the UBID Board of Directors and, if not satisfied with the decision of the Board of Directors, appeal, within ten (10) days from the date of the decision, the matter to the Richland City Council.

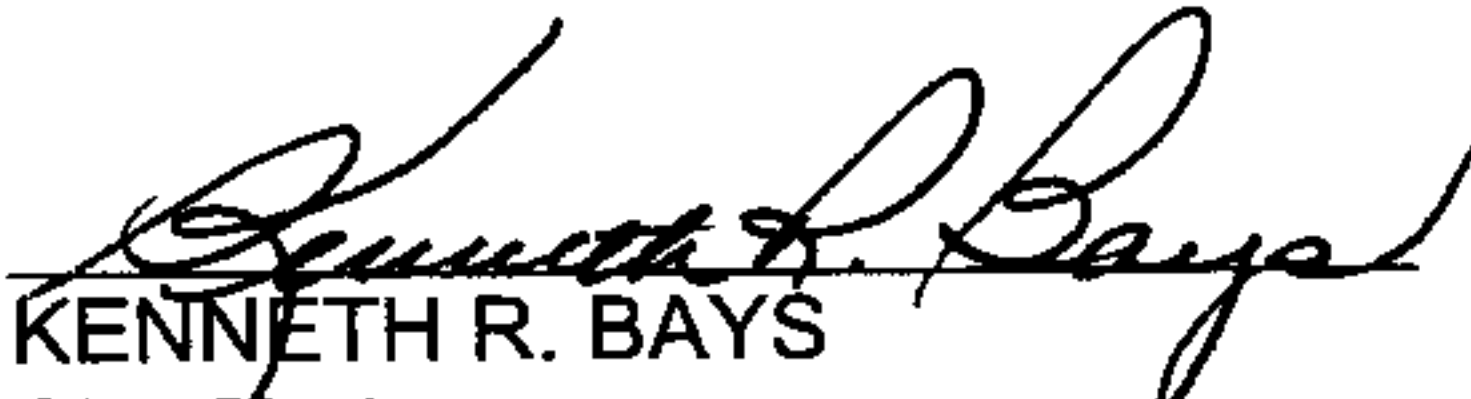
Section 1.19. Severability. If any section, subdivision, part or word of this Ordinance or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of this Ordinance, but be confined to the section, subdivision, part or word directly involved in the controversy with the section, subdivision, part or word severed or stricken.

Section 1.20. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days after the date it is passed by the City Council and after its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland at a regular meeting
this 1st day of July, 2003.


ROBERT J. THOMPSON
Mayor

ATTEST:

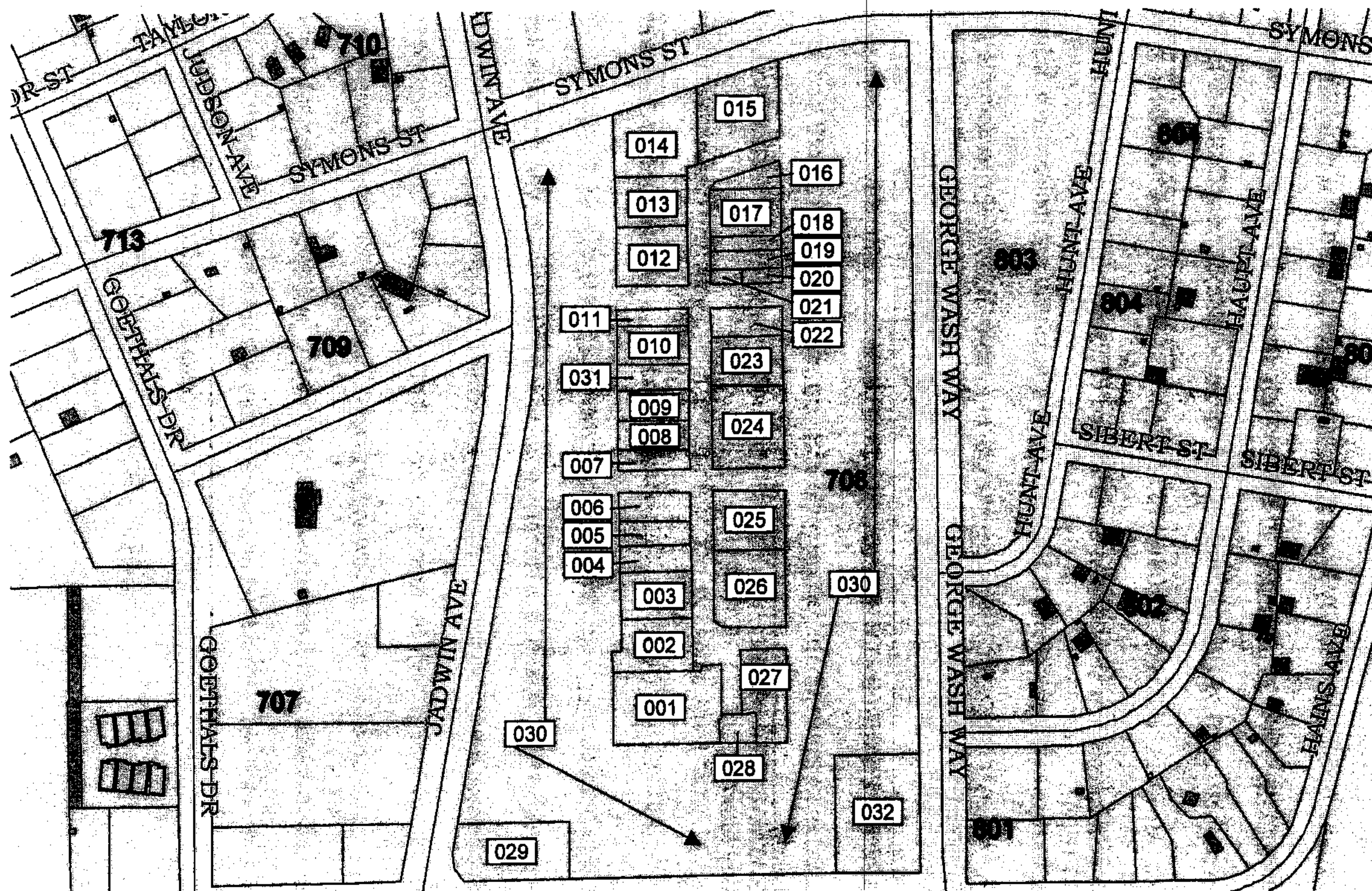

KENNETH R. BAYS
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

Date Published: July 6, 2003

Uptown Shopping Center Parcel Numbers



Base parcel number: 02983020708XXX
Block 708, Plat of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/6/2024

Agenda Category: Items of Business

Strategic Priority I - High-Performance Government

Subject:

Polco - National Community Survey 2024 (Discussion Only)

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:
Discussion only.

Summary:

In 2022, the City embarked on the first National Community Survey (NCS) conducted by the National Research Center at Polco. The survey was mailed to 2800 randomly selected Richland households and was open for 9 weeks, resulting in a 17% response rate, or 451 households, excluding those returned as unable to deliver. Additional analysis indicated that the margin of error for the City of Richland survey is no greater than plus or minus 4.6 percentage points, around any given percent reported for all respondents.

After the initial statistically valid sample responses were received, the survey was then opened to all residents. The open-participating survey was identical to the probability sample survey with a question added about where the respondent heard about the survey. Results from the 2022 NCS are attached.

The NCS was an examination of the livability of Richland, examining whether the city is both habitable and desirable. The NCS captures residents' opinions on ten central facets of the community. Economy Mobility, Community Design Utilities, Natural Environment, Parks and Recreation, Health and Wellness, Education, Arts, and Culture Inclusivity and Engagement.

The 2024 NCS will provide data to compare our results with the 600+ communities who have also participated in the survey. Additionally, the City will benchmark against the previous 2022 survey and allow staff to compare trends and differences between the two datasets. This will continue on a biennial basis as long as the survey continues and will be part of the 2024 results presentation to Council at a future meeting.

During 2022, the City did not include any supplemental questions as part of the survey. This discussion will surround the 2024 survey kick-off and gauge the interest of Council to include supplemental questions. Staff will provide information based upon dialogue with Polco about the benefits and drawbacks of supplemental questions.

Fiscal Impact:

Funds to conduct the National Community Survey (NCS) are included in the 2024 Budget.
No extra costs are expected outside the budgeted amount.

Attachments:

- I. The National Community Survey Report - Richland WA

Richland, WA

The National Community Survey

Report of Results
2022

Report by:



Visit us online!
www.polco.us

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Richland. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 451 residents of the City of Richland collected from May 2nd, 2022 to July 8th, 2022. The margin of error around any reported percentage is 4.6% for all respondents and the response rate for the 2021 survey was 17%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Richland.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Richland’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Richland residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Richland’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Richland’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your City’s 2021 ratings compare to other communities’ ratings from the past five years.

Methods

Selecting survey recipients

All households within the City of Richland were eligible to participate in the survey. A list of all households within the zip codes serving Richland was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Richland households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Richland boundaries were removed from the list of potential households to survey. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 2,800 randomly selected households received mailings beginning on May 2nd, 2022 and the survey remained open for 9 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 3% of the 2,800 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2721 households that received the invitations to participate, 451 completed the survey, providing an overall response rate of 17%. The response rate was calculated using AAPOR’s response rate #2* for mailed surveys of unnamed persons.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the City of Richland survey is no greater than plus or minus 4.6 percentage points around any given percent reported for all respondents (451 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the City of Richland. The open participation survey was identical to the probability sample survey with a question about where they heard about the survey. The open participation survey was open to all city residents and became available on June 6th, 2022. The survey remained open for just over 4 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2010 Census and 2019 American Community Survey estimates for adults in the City of Richland. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	10%	31%	31%
	35-54	25%	31%	31%
	55+	66%	38%	38%
Hispanic origin	No, not Spanish, Hispanic, or Latino	94%	90%	90%
	Spanish, Hispanic, or Latino	6%	10%	10%
Housing tenure	Own	80%	65%	65%
	Rent	20%	35%	35%
Housing type	Attached	21%	36%	36%
	Detached	79%	64%	64%
Race & Hispanic origin	Not white alone	15%	19%	19%
	White alone, not Hispanic or Latino	85%	81%	81%
Sex	Female	51%	51%	51%
	Male	49%	49%	49%
Sex/age	Female 18-34	5%	15%	15%
	Female 35-54	13%	16%	16%
	Female 55+	33%	20%	20%
	Male 18-34	4%	16%	16%
	Male 35-54	12%	15%	15%
	Male 55+	32%	18%	18%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python, and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Richland funded this research. Please contact Drew Florence of the City of Richland at dflorence@ci.richland.wa.us if you have any questions about the survey.

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-validity>

* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

* Targets come from the 2010 Census and 2019 American Community Survey

Highlights

Richland's economy is a strong community feature.

Results relating to the economy in Richland tended to be positive, with 77% of residents rating the overall economic health of Richland as excellent or good. Evaluations of Richland as a place to work were higher than national benchmark comparisons, garnering positive ratings from 8 in 10 respondents. Employment opportunities in Richland also received higher-than-average reviews from about 73% of residents. About three-quarters of the community was pleased with the city's overall quality of business and service establishments. Just over half of residents gave high marks to Richland's economic development and the variety of business and service establishments, while slightly fewer (46%) positively reviewed the shopping opportunities in the city. Cost of living was rated favorably by about 4 in 10 respondents. Each of these was on par with comparison communities across the nation. Despite the strong ratings in this facet, residents indicated some concern about their individual economic outlook. When asked what impact, if any, the economy would have on their family income in the next six months, only 13% of residents anticipated somewhat or very positive impacts, which was lower than national averages.

Many aspects of Richland's community design receive positive reviews, but residents identify some potential areas of opportunity for the City.

Richland residents are generally pleased with the design of the community, with about 8 in 10 residents awarding positive marks to their neighborhood as a place to live. In addition, 6 in 10 positively rated the overall design or layout of residential and commercial areas, public places where people want to spend time, preservation of the historical or cultural character of the community, and the overall appearance of Richland. All of these aspects were on par with benchmark comparison communities. However, only 2 in 10 residents favorably evaluated the availability of affordable quality housing, which was lower than counterparts across the nation. Coding enforcement also fell below the national average (27% excellent or good), indicating an opportunity for improvement.

Most residents feel a strong sense of safety in Richland.

Safety is a priority and a strength for Richland, with most residents rating this facet as both of high importance and high quality. Roughly three-quarters of respondents gave favorable reviews to the overall feeling of safety in Richland. About 9 in 10 residents said they felt very or somewhat safe in both Richland's downtown/commercial area and in neighborhoods during the day. Similarly, most residents reported feeling safe from natural disasters (84%), violent crime (72%), and property crime (63%). All of these ratings were on par with benchmark communities nationwide. The City's safety services also received high marks from respondents. About 9 in 10 gave positive reviews of the fire services, and 8 in 10 residents did the same for both ambulance or emergency medical services and police/sheriff services. While nearly all safety services scored similar to national averages, ratings of emergency preparedness services were below benchmark comparisons (55% excellent or good), indicating an opportunity for additional focus in this specific area.

Residents appreciate Richland's natural environment and recreational opportunities.

Ratings for survey items pertaining to Richland's natural environment were largely positive and on par with national averages. About 71% of residents gave excellent or good reviews to the overall quality of natural environment in Richland. Nearly 6 in 10 offered positive evaluations of Richland's open space and preservation of natural areas, while roughly 8 in 10 residents favorably rated the city's air quality and cleanliness. Water resources were rated higher than the national benchmark comparisons (83% excellent or good). Most residents were also pleased with the city parks (85% excellent or good). About 8 in 10 residents in Richland positively rated the availability of paths and walking trails, fitness opportunities, and the overall quality of parks and recreation opportunities.

Facets of livability

Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation. The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall economic health	77%	Similar
Overall quality of the transportation system	59%	Similar
Overall design or layout of residential and commercial areas	62%	Similar
Overall quality of the utility infrastructure	73%	Similar
Overall feeling of safety	73%	Similar
Overall quality of natural environment	71%	Similar
Overall quality of parks and recreation opportunities	79%	Similar
Overall health and wellness opportunities	69%	Similar
Overall opportunities for education, culture, and the arts	56%	Similar
Residents' connection and engagement with their community	47%	Similar

Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.
(% essential or very important)

Overall economic health	89%	Similar
Overall quality of the transportation system	78%	Similar
Overall design or layout of residential and commercial areas	78%	Similar
Overall quality of the utility infrastructure	89%	Similar
Overall feeling of safety	89%	Similar
Overall quality of natural environment	80%	Similar
Overall quality of parks and recreation opportunities	82%	Similar
Overall health and wellness opportunities	78%	Similar
Overall opportunities for education, culture, and the arts	78%	Similar
Residents' connection and engagement with their community	69%	Similar

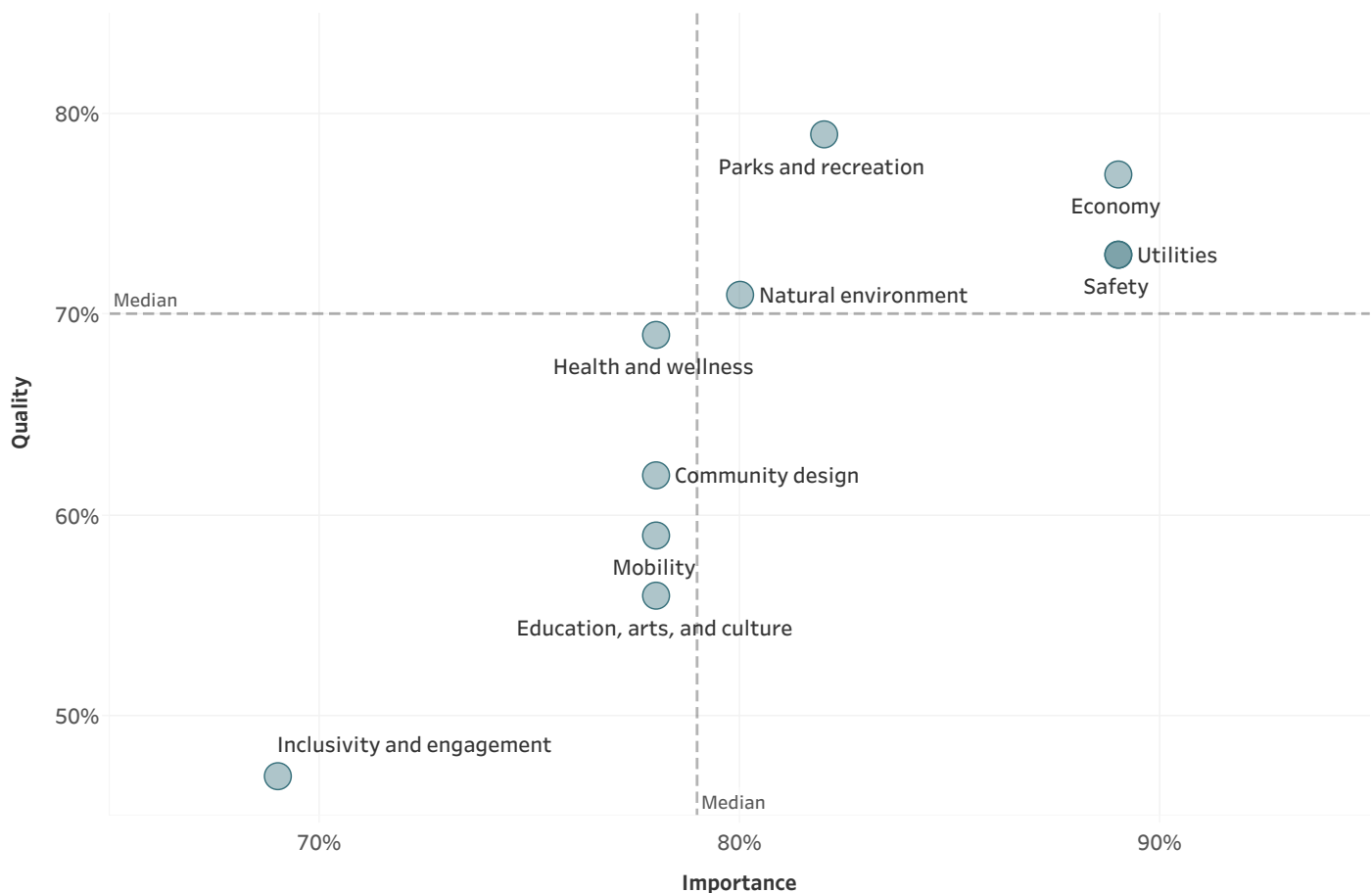
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

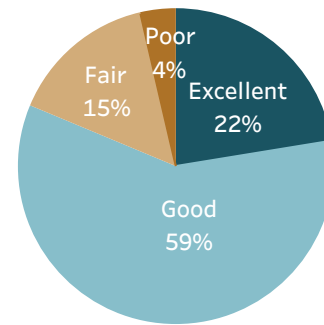
To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 70% or more of respondents were considered of “higher quality” and those with ratings lower than 70% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 79% or more of respondents. Services were rated as “less important” if they received a rating of less than 79%. This classification uses the median ratings for quality and importance to divide the services in half.

The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



The overall quality of life in Richland



Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

Please rate each of the following aspects of quality of life in Richland.
(% excellent or good)

		vs. benchmark*
Richland as a place to live	85%	Similar
The overall quality of life	81%	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

Recommend living in Richland to someone who asks	82%	Similar
Remain in Richland for the next five years	81%	Similar

Please rate each of the following in the Richland community.
(% excellent or good)

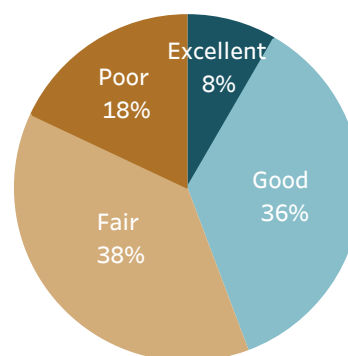
Overall image or reputation	74%	Similar
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* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Richland government



Please rate the quality of each of the following services in Richland.
(% excellent or good)

		vs. benchmark*
Overall customer service by Richland employees	82%	Similar
Public information services	58%	Similar

Please rate the following categories of Richland government performance.
(% excellent or good)

Treating residents with respect	61%	Similar
The value of services for the taxes paid to Richland	57%	Similar
Treating all residents fairly	55%	Similar
The overall direction that Richland is taking	53%	Similar
Generally acting in the best interest of the community	49%	Similar
Being honest	47%	Similar
Informing residents about issues facing the community	46%	Similar
The job Richland government does at welcoming resident involvement	46%	Similar
Being open and transparent to the public	45%	Similar
Overall confidence in Richland government	44%	Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

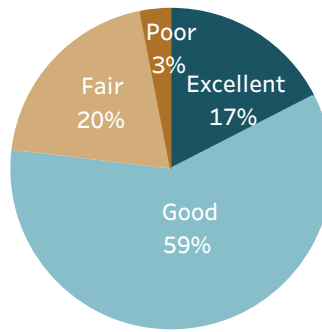
The City of Richland	72%	Similar
The Federal Government	36%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

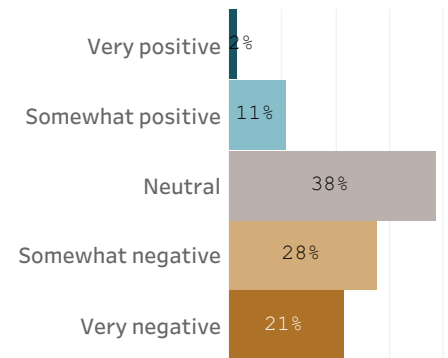
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Richland



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



Please rate each of the following aspects of quality of life in Richland.
(% excellent or good)

		vs. benchmark*
Richland as a place to work	82%	Higher
Richland as a place to visit	51%	Lower

Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

Overall economic health	77%	Similar
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Please rate each of the following in the Richland community.
(% excellent or good)

Overall quality of business and service establishments	74%	Similar
Employment opportunities	73%	Higher
Variety of business and service establishments	54%	Similar
Shopping opportunities	46%	Similar
Cost of living	39%	Similar
Vibrancy of downtown/commercial area	38%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

Economic development	57%	Similar
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What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

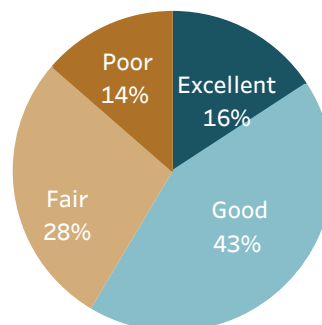
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	13%	Lower
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* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Richland



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall quality of the transportation system	59%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

Ease of travel by car	81%	Similar
Ease of public parking	67%	Similar
Ease of walking	64%	Similar
Traffic flow on major streets	54%	Similar
Ease of travel by bicycle	53%	Similar
Ease of travel by public transportation	48%	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)

Walked or biked instead of driving	62%	Similar
Carpooled with other adults or children instead of driving alone	46%	Similar
Used public transportation instead of driving	13%	Similar

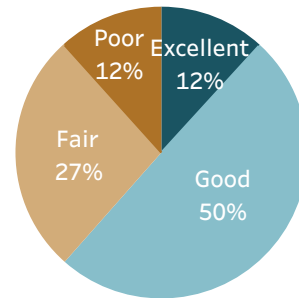
Please rate the quality of each of the following services in Richland.
(% excellent or good)

Street lighting	71%	Similar
Street cleaning	71%	Similar

Bus or transit services	59%	Similar
Sidewalk maintenance	56%	Similar
Traffic enforcement	56%	Similar
Traffic signal timing	54%	Similar
Street repair	51%	Similar
Snow removal	50%	Lower

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall design or layout of Richland's residential and commercial areas



Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Please rate each of the following aspects of quality of life in Richland.
(% excellent or good)

		vs. benchmark*
Your neighborhood as a place to live	82%	Similar

Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

Overall design or layout of residential and commercial areas	62%	Similar
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Please also rate each of the following in the Richland community.
(% excellent or good)

Public places where people want to spend time	63%	Similar
Overall appearance	62%	Similar
Preservation of the historical or cultural character of the community	61%	Similar
Overall quality of new development	53%	Similar
Well-designed neighborhoods	51%	Similar
Well-planned residential growth	48%	Similar
Variety of housing options	42%	Similar
Well-planned commercial growth	41%	Similar
Availability of affordable quality housing	20%	Lower

Please rate the quality of each of the following services in Richland.
(% excellent or good)

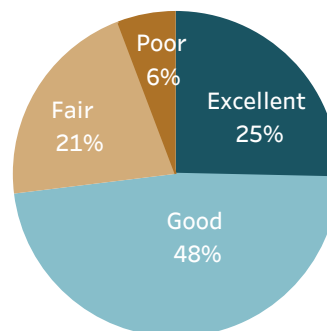
Land use, planning and zoning	39%	Similar
Code enforcement	27%	Lower

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Richland



Please rate the quality of each of the following services in Richland.
(% excellent or good)

		vs. benchmark*
Garbage collection	87%	Similar
Sewer services	84%	Similar
Storm water management	81%	Similar
Power (electric and/or gas) utility	80%	Similar
Drinking water	79%	Similar
Utility billing	76%	Similar
Affordable high-speed internet access	49%	Similar

Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

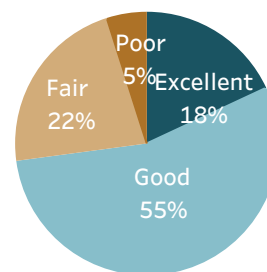
Overall quality of the utility infrastructure	73%	Similar
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* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Richland



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall feeling of safety	73%	Similar

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

In your neighborhood during the day	93%	Similar
In Richland's downtown/commercial area during the day	90%	Similar
From fire, flood, or other natural disaster	84%	Similar
From violent crime	72%	Similar
From property crime	63%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

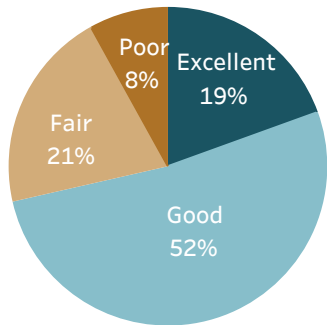
Fire services	93%	Similar
Ambulance or emergency medical services	86%	Similar
Police/Sheriff services	80%	Similar
Fire prevention and education	70%	Similar
Crime prevention	63%	Similar
Animal control	61%	Similar
Emergency preparedness	55%	Lower

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Richland



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall quality of natural environment	71%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

Water resources	83%	Higher
Air quality	79%	Similar
Cleanliness	77%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

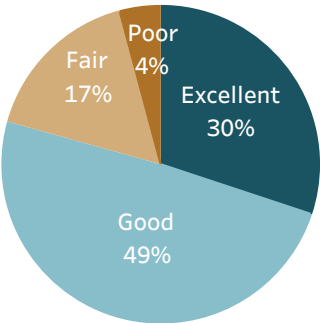
Yard waste pick-up	84%	Similar
Richland open space	59%	Similar
Preservation of natural areas	56%	Similar
Recycling	54%	Lower

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and recreation

“There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment.”
- National Recreation and Park Association

Overall quality of the parks and recreation opportunities



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall quality of parks and recreation opportunities	79%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

Availability of paths and walking trails	82%	Similar
Fitness opportunities	79%	Similar
Recreational opportunities	71%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

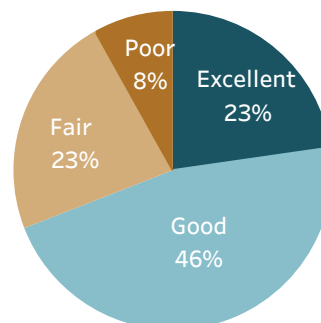
City parks	85%	Similar
Recreation centers or facilities	66%	Similar
Recreation programs or classes	58%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Richland



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall health and wellness opportunities	69%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

Availability of affordable quality food	62%	Similar
Availability of preventive health services	57%	Similar
Availability of affordable quality health care	52%	Similar
Availability of affordable quality mental health care	31%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

Health services	67%	Similar
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Please rate your overall health.
(% excellent or very good)

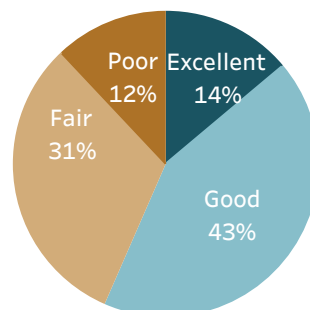
Please rate your overall health.	67%	Similar
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* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts



Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

		vs. benchmark*
Overall opportunities for education, culture, and the arts	56%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

K-12 education	72%	Similar
Opportunities to attend special events and festivals	57%	Similar
Adult educational opportunities	50%	Similar
Community support for the arts	47%	Similar
Opportunities to attend cultural/arts/music activities	44%	Similar
Availability of affordable quality childcare/preschool	36%	Similar

Please rate the quality of each of the following services in Richland.
(% excellent or good)

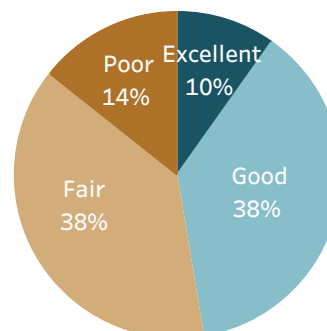
Public library services	91%	Similar
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* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community



Please rate each of the following aspects of quality of life in Richland.
(% excellent or good)

		vs. benchmark*
Richland as a place to raise children	88%	Similar
Richland as a place to retire	70%	Similar
Sense of community	49%	Similar

Please rate each of the following characteristics as they relate to Richland as a whole.
(% excellent or good)

Residents' connection and engagement with their community	47%	Similar
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Please rate the job you feel the Richland community does at each of the following.
(% excellent or good)

Making all residents feel welcome	66%	Similar
Valuing/respecting residents from diverse backgrounds	62%	Similar
Taking care of vulnerable residents	52%	Similar
Attracting people from diverse backgrounds	51%	Similar

Please also rate each of the following in the Richland community.
(% excellent or good)

Opportunities to volunteer	64%	Similar
Neighborliness of residents	61%	Similar
Opportunities to participate in social events and activities	57%	Similar

Openness and acceptance of the community toward people of diverse backgrounds	54%	Similar
Sense of civic/community pride	52%	Similar
Opportunities to participate in community matters	51%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.

(% yes)

VS...

Voted in your most recent local election	81%	Similar
Contacted the City of Richland for help or information	52%	Similar
Volunteered your time to some group/activity	35%	Similar
Watched a local public meeting	28%	Similar
Campaigned or advocated for a local issue, cause, or candidate	16%	Similar
Attended a local public meeting	16%	Similar
Contacted Richland elected officials to express your opinion	9%	Similar

In general, how many times do you:

(% a few times a week or more)

Use or check email	97%	Similar
Access the internet from your cell phone	95%	Similar
Access the internet from your home	94%	Similar
Visit social media sites	76%	Similar
Shop online	47%	Similar
Share your opinions online	21%	Similar

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

National benchmark tables

This table contains the comparisons of Richland’s results to those from other communities. The first column shows the comparison of Richland’s rating to the benchmark. Richland’s results are noted as being “higher”, “lower” or “similar” to the benchmark, meaning that the average rating given by Richland residents is statistically similar to or different than the benchmark. The second column is Richland’s “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Richland’s rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Richland’s result -- that is what percent of surveyed communities had a lower rating than Richland.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Richland.	Richland as a place to live	Similar	85%	215	339	36
	Your neighborhood as a place to live	Similar	82%	176	291	39
	Richland as a place to raise children	Similar	88%	170	343	50
	Richland as a place to work	Higher	82%	62	334	81
	Richland as a place to visit	Lower	51%	223	292	23
	Richland as a place to retire	Similar	70%	146	339	57
	The overall quality of life	Similar	81%	237	365	35
	Sense of community	Similar	49%	252	291	13
Please rate each of the following characteristics as they relate to Richland as a whole.	Overall economic health	Similar	77%	109	279	61
	Overall quality of the transportation system	Similar	59%	71	164	57
	Overall design or layout of residential and commercial areas	Similar	62%	160	272	41
	Overall quality of the utility infrastructure	Similar	73%	56	160	65
	Overall feeling of safety	Similar	73%	232	330	30
	Overall quality of natural environment	Similar	71%	219	281	22
	Overall quality of parks and recreation opportunities	Similar	79%	95	166	43

Please rate each of the following characteristics as they relate to Richland as a whole.	Overall health and wellness opportunities	Similar	69%	170	274	38
	Overall opportunities for education, culture, and the arts	Similar	56%	194	276	30
	Residents' connection and engagement with their community	Similar	47%	119	161	26
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Richland to someone who asks	Similar	82%	197	283	30
	Remain in Richland for the next five years	Similar	81%	193	280	31
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	93%	181	310	41
	In Richland's downtown/commercial area during the day	Similar	90%	186	294	37
	From property crime	Similar	63%	126	169	26
	From violent crime	Similar	72%	121	169	28
	From fire, flood, or other natural disaster	Similar	84%	61	159	62
Please rate the job you feel the Richland community does at each of the following.	Making all residents feel welcome	Similar	66%	109	167	35
	Attracting people from diverse backgrounds	Similar	51%	123	164	25
	Valuing/respecting residents from diverse backgrounds	Similar	62%	92	165	44
	Taking care of vulnerable residents	Similar	52%	101	161	37
Please rate each of the following in the Richland community.	Overall quality of business and service establishments	Similar	74%	135	279	51
	Variety of business and service establishments	Similar	54%	108	161	33
	Vibrancy of downtown/commercial area	Similar	38%	191	261	27
	Employment opportunities	Higher	73%	30	295	90
	Shopping opportunities	Similar	46%	177	286	38
	Cost of living	Similar	39%	174	273	36
	Overall image or reputation	Similar	74%	202	335	40

Please also rate each of the following in the Richland community.	Traffic flow on major streets	Similar	54%	132	307	57
	Ease of public parking	Similar	67%	89	255	65
	Ease of travel by car	Similar	81%	70	294	76
	Ease of travel by public transportation	Similar	48%	77	255	70
	Ease of travel by bicycle	Similar	53%	159	296	46
	Ease of walking	Similar	64%	182	297	39
	Well-planned residential growth	Similar	48%	92	163	44
	Well-planned commercial growth	Similar	41%	100	163	39
	Well-designed neighborhoods	Similar	51%	104	160	35
	Preservation of the historical or cultural character of the community	Similar	61%	90	159	44
	Public places where people want to spend time	Similar	63%	142	267	47
	Variety of housing options	Similar	42%	190	279	32
	Availability of affordable quality housing	Lower	20%	232	301	23
	Overall quality of new development	Similar	53%	168	291	42
	Overall appearance	Similar	62%	228	314	27
	Cleanliness	Similar	77%	168	302	44
	Water resources	Higher	83%	26	146	82
	Air quality	Similar	79%	172	265	35
	Availability of paths and walking trails	Similar	82%	86	299	71
	Fitness opportunities	Similar	79%	87	267	67
	Recreational opportunities	Similar	71%	125	288	56

Please also rate each of the following in the Richland community.	Availability of affordable quality food	Similar	62%	159	261	39
	Availability of affordable quality health care	Similar	52%	175	270	35
	Availability of preventive health services	Similar	57%	161	256	37
	Availability of affordable quality mental health care	Similar	31%	202	257	21
	Opportunities to attend cultural/arts/music activities	Similar	44%	202	284	29
	Community support for the arts	Similar	47%	109	160	32
	Availability of affordable quality childcare/preschool	Similar	36%	209	268	22
	K-12 education	Similar	72%	145	271	46
	Adult educational opportunities	Similar	50%	151	264	43
	Sense of civic/community pride	Similar	52%	115	160	28
	Neighborliness of residents	Similar	61%	173	268	35
	Opportunities to participate in social events and activities	Similar	57%	186	275	32
	Opportunities to attend special events and festivals	Similar	57%	211	273	23
	Opportunities to volunteer	Similar	64%	182	271	33
	Opportunities to participate in community matters	Similar	51%	228	274	17
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	54%	212	291	27
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Richland for help or information	Similar	52%	83	310	73
	Contacted Richland elected officials to express your opinion	Similar	9%	253	268	5
	Attended a local public meeting	Similar	16%	191	269	29
	Watched a local public meeting	Similar	28%	80	250	68
	Volunteered your time to some group/activity	Similar	35%	110	272	59

Please indicate whether or not you have done each of the following in the last 12 months.	Campaigned or advocated for a local issue, cause, or candidate	Similar	16%	179	261	31
	Voted in your most recent local election	Similar	81%	56	162	66
	Used public transportation instead of driving	Similar	13%	134	244	45
	Carpooled with other adults or children instead of driving alone	Similar	46%	69	264	74
	Walked or biked instead of driving	Similar	62%	101	268	62
Please rate the quality of each of the following services in Richland.	Public information services	Similar	58%	223	287	22
	Economic development	Similar	57%	126	280	55
	Traffic enforcement	Similar	56%	258	329	21
	Traffic signal timing	Similar	54%	131	273	52
	Street repair	Similar	51%	138	324	57
	Street cleaning	Similar	71%	122	285	57
	Street lighting	Similar	71%	84	315	73
	Snow removal	Lower	50%	201	243	17
	Sidewalk maintenance	Similar	56%	168	282	40
	Bus or transit services	Similar	59%	87	252	65
	Land use, planning and zoning	Similar	39%	208	288	28
	Code enforcement	Lower	27%	291	322	9
	Affordable high-speed internet access	Similar	49%	77	157	51
	Garbage collection	Similar	87%	77	305	75
	Drinking water	Similar	79%	105	282	63
	Sewer services	Similar	84%	77	287	73

Please rate the quality of each of the following services in Richland.	Storm water management	Similar	81%	52	300	83
	Power (electric and/or gas) utility	Similar	80%	64	225	72
	Utility billing	Similar	76%	83	252	67
	Police/Sheriff services	Similar	80%	246	356	31
	Crime prevention	Similar	63%	228	328	30
	Animal control	Similar	61%	238	298	20
	Ambulance or emergency medical services	Similar	86%	191	294	35
	Fire services	Similar	93%	194	319	39
	Fire prevention and education	Similar	70%	228	284	20
	Emergency preparedness	Lower	55%	247	282	12
	Preservation of natural areas	Similar	56%	182	265	31
	Richland open space	Similar	59%	157	257	39
	Recycling	Lower	54%	271	308	12
	Yard waste pick-up	Similar	84%	59	263	77
	City parks	Similar	85%	132	301	56
	Recreation programs or classes	Similar	58%	227	293	22
	Recreation centers or facilities	Similar	66%	153	277	45
	Health services	Similar	67%	140	251	44
	Public library services	Similar	91%	113	299	62
	Overall customer service by Richland employees	Similar	82%	147	344	57
Please rate the following categories of Richland government performance	The value of services for the taxes paid to Richland	Similar	57%	143	348	59

Please rate the following categories of Richland government performance.	The overall direction that Richland is taking	Similar	53%	199	312	36
	The job Richland government does at welcoming resident involvement	Similar	46%	212	310	31
	Overall confidence in Richland government	Similar	44%	202	277	27
	Generally acting in the best interest of the community	Similar	49%	201	281	28
	Being honest	Similar	47%	212	272	22
	Being open and transparent to the public	Similar	45%	121	166	27
	Informing residents about issues facing the community	Similar	46%	129	172	25
	Treating all residents fairly	Similar	55%	161	278	42
	Treating residents with respect	Similar	61%	108	163	34
Overall, how would you rate the quality of the services provided by each of the following?	The City of Richland	Similar	72%	216	340	36
	The Federal Government	Similar	36%	212	261	19
Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.	Overall economic health	Similar	89%	152	252	39
	Overall quality of the transportation system	Similar	78%	54	159	66
	Overall design or layout of residential and commercial areas	Similar	78%	66	252	74
	Overall quality of the utility infrastructure	Similar	89%	60	158	62
	Overall feeling of safety	Similar	89%	152	252	39
	Overall quality of natural environment	Similar	80%	145	252	42
	Overall quality of parks and recreation opportunities	Similar	82%	57	159	64
	Overall health and wellness opportunities	Similar	78%	79	252	68
	Overall opportunities for education, culture, and the arts	Similar	78%	120	252	52
	Residents' connection and engagement with their community	Similar	69%	152	252	39

In general, how many times do you:	Access the internet from your home	Similar	94%	90	159	44
	Access the internet from your cell phone	Similar	95%	54	159	66
	Visit social media sites	Similar	76%	121	158	24
	Use or check email	Similar	97%	85	159	47
	Share your opinions online	Similar	21%	154	159	3
	Shop online	Similar	47%	134	159	16
	Please rate your overall health.	Similar	67%	96	263	63
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Lower	13%	256	265	3

Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Please rate each of the following aspects of quality of life in Richland.	Richland as a place to live	Excellent		34%
		Good		51%
		Fair		12%
		Poor		3%
	Your neighborhood as a place to live	Excellent		41%
		Good		41%
		Fair		16%
		Poor		2%
	Richland as a place to raise children	Excellent		35%
		Good		52%
		Fair		11%
		Poor		2%
	Richland as a place to work	Excellent		34%
		Good		49%
		Fair		13%
		Poor		5%
	Richland as a place to visit	Excellent		15%
		Good		36%
		Fair		31%
		Poor		17%
	Richland as a place to retire	Excellent		29%
		Good		41%
		Fair		20%
		Poor		9%
	The overall quality of life	Excellent		22%
		Good		59%
		Fair		15%

Please rate each of the following aspects of quality of life in Richland.	The overall quality of life	Poor		4%
	Sense of community	Excellent		13%
		Good		36%
		Fair		35%
		Poor		16%
Please rate each of the following characteristics as they relate to Richland as a whole.	Overall economic health	Excellent		17%
		Good		59%
		Fair		20%
		Poor		3%
	Overall quality of the transportation system	Excellent		16%
		Good		43%
		Fair		28%
		Poor		14%
	Overall design or layout of residential and commercial areas	Excellent		12%
		Good		50%
		Fair		27%
		Poor		12%
	Overall quality of the utility infrastructure	Excellent		25%
		Good		48%
		Fair		21%
		Poor		6%
	Overall feeling of safety	Excellent		18%
		Good		55%
		Fair		22%
		Poor		5%
	Overall quality of natural environment	Excellent		19%
		Good		52%
		Fair		21%
		Poor		8%
	Overall quality of parks and recreation opportunities	Excellent		30%
		Good		49%

Please rate each of the following characteristics as they relate to Richland as a whole.	Overall quality of parks and recreation opportunities	Fair		17%
		Poor		4%
	Overall health and wellness opportunities	Excellent		23%
		Good		46%
		Fair		23%
		Poor		8%
	Overall opportunities for education, culture, and the arts	Excellent		14%
		Good		43%
		Fair		31%
		Poor		12%
	Residents' connection and engagement with their community	Excellent		10%
		Good		38%
		Fair		38%
		Poor		14%
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Richland to someone who asks	Very likely		41%
		Somewhat likely		41%
		Somewhat unlikely		9%
		Very unlikely		9%
	Remain in Richland for the next five years	Very likely		59%
		Somewhat likely		23%
		Somewhat unlikely		9%
		Very unlikely		10%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		70%
		Somewhat safe		23%
		Neither safe nor unsafe		5%
		Somewhat unsafe		2%
		Very unsafe		0%
	In Richland's downtown/commercial area during the day	Very safe		54%
		Somewhat safe		36%
		Neither safe nor unsafe		6%
		Somewhat unsafe		4%

Please rate how safe or unsafe you feel:	In Richland's downtown/commercial area during the day	Very unsafe		0%
	From property crime	Very safe		21%
		Somewhat safe		43%
		Neither safe nor unsafe		18%
		Somewhat unsafe		15%
		Very unsafe		3%
	From violent crime	Very safe		41%
		Somewhat safe		31%
		Neither safe nor unsafe		17%
		Somewhat unsafe		9%
		Very unsafe		1%
	From fire, flood, or other natural disaster	Very safe		53%
		Somewhat safe		32%
		Neither safe nor unsafe		13%
		Somewhat unsafe		3%
Please rate the job you feel the Richland community does at each of the following.	Making all residents feel welcome	Excellent		19%
		Good		47%
		Fair		26%
		Poor		8%
	Attracting people from diverse backgrounds	Excellent		15%
		Good		35%
		Fair		31%
		Poor		18%
	Valuing/respecting residents from diverse backgrounds	Excellent		22%
		Good		39%
		Fair		27%
		Poor		12%
	Taking care of vulnerable residents	Excellent		17%
		Good		35%
		Fair		31%
		Poor		18%

Please rate each of the following in the Richland community.	Overall quality of business and service establishments	Excellent		13%
		Good		61%
		Fair		21%
		Poor		5%
	Variety of business and service establishments	Excellent		10%
		Good		44%
		Fair		37%
		Poor		9%
	Vibrancy of downtown/commercial area	Excellent		6%
		Good		31%
		Fair		43%
		Poor		20%
	Employment opportunities	Excellent		17%
		Good		56%
		Fair		20%
		Poor		7%
	Shopping opportunities	Excellent		10%
		Good		36%
		Fair		41%
		Poor		13%
	Cost of living	Excellent		7%
		Good		32%
		Fair		35%
		Poor		26%
	Overall image or reputation	Excellent		14%
		Good		60%
		Fair		21%
		Poor		5%
Please also rate each of the following in the Richland community.	Traffic flow on major streets	Excellent		10%
		Good		44%
		Fair		33%

Please also rate each of the following in the Richland community.

Traffic flow on major streets	Poor		13%
Ease of public parking	Excellent		21%
	Good		45%
	Fair		24%
	Poor		9%
Ease of travel by car	Excellent		31%
	Good		50%
	Fair		15%
	Poor		4%
Ease of travel by public transportation	Excellent		11%
	Good		37%
	Fair		29%
	Poor		22%
Ease of travel by bicycle	Excellent		11%
	Good		41%
	Fair		31%
	Poor		17%
Ease of walking	Excellent		19%
	Good		45%
	Fair		20%
	Poor		16%
Well-planned residential growth	Excellent		10%
	Good		38%
	Fair		31%
	Poor		21%
Well-planned commercial growth	Excellent		6%
	Good		34%
	Fair		34%
	Poor		25%
Well-designed neighborhoods	Excellent		9%
	Good		43%

Please also rate each of the following in the Richland community.	Well-designed neighborhoods	Fair		37%
		Poor		12%
Preservation of the historical or cultural character of the community	Excellent			16%
	Good			45%
	Fair			29%
	Poor			10%
Public places where people want to spend time	Excellent			16%
	Good			46%
	Fair			27%
	Poor			10%
Variety of housing options	Excellent			10%
	Good			32%
	Fair			35%
	Poor			23%
Availability of affordable quality housing	Excellent			6%
	Good			14%
	Fair			32%
	Poor			48%
Overall quality of new development	Excellent			9%
	Good			44%
	Fair			35%
	Poor			13%
Overall appearance	Excellent			13%
	Good			49%
	Fair			31%
	Poor			6%
Cleanliness	Excellent			21%
	Good			56%
	Fair			20%
	Poor			2%
Water resources	Excellent			34%

Please also rate each of the following in the Richland community.	Water resources	Good		49%
		Fair		14%
		Poor		3%
	Air quality	Excellent		22%
		Good		56%
		Fair		16%
		Poor		5%
	Availability of paths and walking trails	Excellent		35%
		Good		48%
		Fair		14%
		Poor		4%
	Fitness opportunities	Excellent		31%
		Good		49%
		Fair		18%
		Poor		3%
	Recreational opportunities	Excellent		26%
		Good		45%
		Fair		24%
		Poor		5%
	Availability of affordable quality food	Excellent		17%
		Good		46%
		Fair		32%
		Poor		5%
	Availability of affordable quality health care	Excellent		19%
		Good		33%
		Fair		33%
		Poor		14%
	Availability of preventive health services	Excellent		18%
		Good		39%
		Fair		32%
		Poor		11%

Please also rate each of the following in the Richland community.



Please also rate each of the following in the Richland community.	Neighborliness of residents	Poor		8%
	Opportunities to participate in social events and activities	Excellent		9%
		Good		48%
		Fair		33%
		Poor		10%
	Opportunities to attend special events and festivals	Excellent		11%
		Good		47%
		Fair		34%
		Poor		9%
	Opportunities to volunteer	Excellent		15%
		Good		48%
		Fair		30%
		Poor		6%
	Opportunities to participate in community matters	Excellent		11%
		Good		40%
		Fair		38%
		Poor		11%
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		14%
		Good		39%
		Fair		29%
		Poor		17%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Richland for help or information	No		49%
		Yes		51%
	Contacted Richland elected officials to express your opinion	No		90%
		Yes		10%
	Attended a local public meeting	No		84%
		Yes		16%
	Watched a local public meeting	No		72%
		Yes		28%
	Volunteered your time to some group/activity	No		64%
		Yes		36%

Please indicate whether or not you have done each of the following in the last 12 months.	Campaigned or advocated for a local issue, cause, or candidate	No		84%
		Yes		16%
	Voted in your most recent local election	No		18%
		Yes		82%
	Used public transportation instead of driving	No		87%
		Yes		13%
	Carpooled with other adults or children instead of driving alone	No		54%
		Yes		46%
	Walked or biked instead of driving	No		39%
		Yes		61%
Please rate the quality of each of the following services in Richland.	Public information services	Excellent		10%
		Good		48%
		Fair		35%
		Poor		7%
	Economic development	Excellent		11%
		Good		46%
		Fair		36%
		Poor		7%
	Traffic enforcement	Excellent		11%
		Good		45%
		Fair		26%
		Poor		18%
	Traffic signal timing	Excellent		13%
		Good		42%
		Fair		31%
		Poor		15%
	Street repair	Excellent		11%
		Good		40%
		Fair		33%
		Poor		16%
	Street cleaning	Excellent		18%

Please rate the quality of each of the following services in Richland.

Street cleaning	Good		53%
	Fair		22%
	Poor		7%
Street lighting	Excellent		18%
	Good		54%
	Fair		24%
	Poor		5%
Snow removal	Excellent		9%
	Good		40%
	Fair		30%
	Poor		21%
Sidewalk maintenance	Excellent		11%
	Good		45%
	Fair		32%
	Poor		12%
Bus or transit services	Excellent		14%
	Good		45%
	Fair		27%
	Poor		13%
Land use, planning and zoning	Excellent		7%
	Good		33%
	Fair		36%
	Poor		24%
Code enforcement	Excellent		6%
	Good		21%
	Fair		38%
	Poor		35%
Affordable high-speed internet access	Excellent		15%
	Good		35%
	Fair		34%
	Poor		16%

Please rate the quality of each of the following services in Richland.

Garbage collection	Excellent		42%
	Good		45%
	Fair		12%
	Poor		2%
Drinking water	Excellent		30%
	Good		48%
	Fair		16%
	Poor		6%
Sewer services	Excellent		35%
	Good		49%
	Fair		14%
	Poor		2%
Storm water management	Excellent		28%
	Good		54%
	Fair		15%
	Poor		3%
Power (electric and/or gas) utility	Excellent		35%
	Good		46%
	Fair		15%
	Poor		4%
Utility billing	Excellent		28%
	Good		48%
	Fair		17%
	Poor		8%
Police/Sheriff services	Excellent		28%
	Good		52%
	Fair		11%
	Poor		9%
Crime prevention	Excellent		16%
	Good		47%
	Fair		26%

Please rate the quality of each of the following services in Richland.	Crime prevention	Poor		11%
	Animal control	Excellent		14%
		Good		46%
		Fair		23%
		Poor		17%
	Ambulance or emergency medical services	Excellent		40%
		Good		46%
		Fair		10%
		Poor		3%
	Fire services	Excellent		41%
		Good		51%
		Fair		6%
		Poor		1%
	Fire prevention and education	Excellent		27%
		Good		43%
		Fair		22%
		Poor		8%
	Emergency preparedness	Excellent		14%
		Good		42%
		Fair		23%
		Poor		21%
	Preservation of natural areas	Excellent		16%
		Good		40%
		Fair		31%
		Poor		13%
	Richland open space	Excellent		16%
		Good		43%
		Fair		31%
		Poor		10%
	Recycling	Excellent		17%
		Good		37%

Please rate the quality of each of the following services in Richland.	Recycling	Fair		22%
		Poor		24%
	Yard waste pick-up	Excellent		38%
		Good		46%
		Fair		13%
		Poor		3%
	City parks	Excellent		33%
		Good		52%
		Fair		13%
		Poor		2%
	Recreation programs or classes	Excellent		16%
		Good		43%
		Fair		33%
		Poor		8%
	Recreation centers or facilities	Excellent		20%
		Good		47%
		Fair		28%
		Poor		5%
	Health services	Excellent		22%
		Good		45%
		Fair		23%
		Poor		10%
	Public library services	Excellent		43%
		Good		48%
		Fair		6%
		Poor		3%
	Overall customer service by Richland employees	Excellent		28%
		Good		54%
		Fair		16%
		Poor		2%
Please rate the following categories of Richland government performance.	The value of services for the taxes paid to Richland	Excellent		13%

Please rate the following categories of Richland government performance.	The value of services for the taxes paid to Richland	Good		44%
		Fair		32%
		Poor		11%
	The overall direction that Richland is taking	Excellent		10%
		Good		43%
		Fair		34%
		Poor		13%
	The job Richland government does at welcoming resident involvement	Excellent		10%
		Good		36%
		Fair		37%
		Poor		17%
	Overall confidence in Richland government	Excellent		8%
		Good		36%
		Fair		38%
		Poor		18%
	Generally acting in the best interest of the community	Excellent		10%
		Good		39%
		Fair		36%
		Poor		16%
	Being honest	Excellent		9%
		Good		38%
		Fair		36%
		Poor		17%
	Being open and transparent to the public	Excellent		10%
		Good		35%
		Fair		37%
		Poor		19%
	Informing residents about issues facing the community	Excellent		9%
		Good		37%
		Fair		32%
		Poor		22%

Please rate the following categories of Richland government performance.	Treating all residents fairly	Excellent		15%
		Good		40%
		Fair		29%
		Poor		16%
	Treating residents with respect	Excellent		14%
		Good		47%
		Fair		30%
		Poor		10%
Overall, how would you rate the quality of the services provided by each of the following?	The City of Richland	Excellent		16%
		Good		56%
		Fair		21%
		Poor		7%
	The Federal Government	Excellent		6%
		Good		29%
		Fair		34%
		Poor		31%
Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.	Overall economic health	Essential		46%
		Very important		44%
		Somewhat important		10%
		Not at all important		1%
	Overall quality of the transportation system	Essential		31%
		Very important		47%
		Somewhat important		19%
		Not at all important		2%
	Overall design or layout of residential and commercial areas	Essential		37%
		Very important		41%
		Somewhat important		20%
		Not at all important		2%
	Overall quality of the utility infrastructure	Essential		50%
		Very important		40%
		Somewhat important		10%

Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.	Overall quality of the utility infrastructure	Not at all important		1%
	Overall feeling of safety	Essential		54%
		Very important		35%
		Somewhat important		10%
		Not at all important		2%
	Overall quality of natural environment	Essential		37%
		Very important		44%
		Somewhat important		19%
		Not at all important		1%
	Overall quality of parks and recreation opportunities	Essential		32%
		Very important		50%
		Somewhat important		17%
		Not at all important		1%
	Overall health and wellness opportunities	Essential		34%
		Very important		44%
		Somewhat important		20%
		Not at all important		3%
	Overall opportunities for education, culture, and the arts	Essential		32%
		Very important		46%
		Somewhat important		20%
		Not at all important		3%
	Residents' connection and engagement with their community	Essential		25%
		Very important		44%
		Somewhat important		28%
		Not at all important		3%
In general, how many times do you:	Access the internet from your home	Several times a day		82%
		Once a day		8%
		A few times a week		5%
		Every few weeks		1%
		Less often or never		4%
	Access the internet from your cell phone	Several times a day		85%

In general, how many times do you:	Access the internet from your cell phone	Once a day		5%
		A few times a week		5%
		Every few weeks		0%
		Less often or never		5%
	Visit social media sites	Several times a day		54%
		Once a day		11%
		A few times a week		11%
		Every few weeks		4%
		Less often or never		20%
	Use or check email	Several times a day		72%
		Once a day		20%
		A few times a week		5%
		Every few weeks		1%
		Less often or never		2%
	Share your opinions online	Several times a day		8%
		Once a day		5%
		A few times a week		8%
		Every few weeks		17%
		Less often or never		62%
	Shop online	Several times a day		8%
		Once a day		7%
		A few times a week		32%
		Every few weeks		43%
		Less often or never		10%
	Please rate your overall health.	Excellent		24%
		Very good		43%
		Good		25%
		Fair		6%
		Poor		2%
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive		2%
		Somewhat positive		11%

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Neutral		38%	
	Somewhat negative		28%	
	Very negative		21%	
How many years have you lived in Richland?	Less than 2 years		10%	
	2-5 years		20%	
	6-10 years		15%	
	11-20 years		19%	
	More than 20 years		35%	
Which best describes the building you live in?	One family house detached from any other houses		64%	
	Building with two or more homes (duplex, townhome, apa..		35%	
	Mobile home		1%	
	Other		1%	
Do you rent or own your home?	Rent		34%	
	Own		66%	
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$500		9%
		\$500 to \$999		14%
		\$1,000 to \$1,499		31%
		\$1,500 to \$1,999		26%
		\$2,000 to \$2,499		11%
		\$2,500 to \$2,999		4%
		\$3,000 to \$3,499		3%
		\$3,500 or more		2%
	Do any children 17 or under live in your household?	No		72%
Yes			28%	
Are you or any other members of your household aged 65 or older?	No		68%	
	Yes		32%	
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		6%	
	\$25,000 to \$49,999		13%	
	\$50,000 to \$74,999		17%	
	\$75,000 to \$99,999		22%	
	\$100,000 to \$149,999		24%	

	from all sources for all persons living in your household.)	\$150,000 or more		18%
Are you Spanish, Hispanic, or Latino?	Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino		91%
		Yes, I consider myself to be Spanish, Hispanic, or Latino		9%
	What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native		3%
		Asian, Asian Indian, or Pacific Islander		7%
		Black or African American		2%
		White		91%
		Other		5%
	In which category is your age?	18-24 years		7%
		25-34 years		24%
		35-44 years		15%
		45-54 years		16%
		55-64 years		10%
		65-74 years		15%
		75 years or older		13%
	What is your gender?	Female		50%
		Male		49%
		Identify in another way		1%

Methods (open participation)

As part of its participation in The National Community Survey™ (The NCS™), the City of Richland conducted a survey of 451 residents. Survey invitations were mailed to randomly selected households and data were collected from May 2, 2022 to July 8, 2022. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by the City of Richland. The open participation survey was identical to the probability sample survey with a question about where they heard about the survey. The open participation survey was open to all city residents and became available on June 6th, 2022. The survey remained open for just over 4 weeks and there were 225 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were statistically weighted to match the demographic characteristics of the 2010 Census and 2019 American Community Survey estimates for adults in the City of Richland. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing and tenure. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the open participation survey are presented in the following table.

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from <https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

		Unweighted	Weighted	Target*
Age	18-34	9%	31%	31%
	35-54	38%	31%	31%
	55+	53%	38%	38%
Hispanic	No, not Spanish, Hispanic, or Latino	97%	90%	90%
	Yes, I consider myself to be Spanish, Hispana..	3%	10%	10%
Housing type	Attached	11%	36%	36%
	Detached	89%	64%	64%
race	Not white	11%	16%	14%
	White	89%	84%	86%
Race/ethnicity	Not white alone	11%	19%	19%
	White alone, not Hispanic or Latino	89%	81%	81%
Sex	Female	61%	51%	51%
	Male	39%	49%	49%
Sex/age	Female 18-34	4%	15%	15%
	Female 35-54	27%	17%	16%
	Female 55+	30%	20%	20%
	Male 18-34	4%	15%	16%
	Male 35-54	12%	16%	15%
	Male 55+	23%	18%	18%
Tenure	Own	89%	65%	65%
	Rent	11%	35%	35%

Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	Do you live within the city limits of Richland?	Yes		98%
		No		2%
Please rate each of the following aspects of quality of life in Richland.	Richland as a place to live	Excellent		23%
		Good		54%
		Fair		23%
		Poor		1%
	Your neighborhood as a place to live	Excellent		30%
		Good		50%
		Fair		17%
		Poor		3%
	Richland as a place to raise children	Excellent		28%
		Good		47%
		Fair		19%
		Poor		6%
	Richland as a place to work	Excellent		23%
		Good		51%
		Fair		22%
		Poor		4%
	Richland as a place to visit	Excellent		7%
		Good		35%
		Fair		41%
		Poor		18%
	Richland as a place to retire	Excellent		14%
		Good		54%
		Fair		27%

Please rate each of the following aspects of quality of life in Richland.	Richland as a place to retire	Poor		5%
	The overall quality of life	Excellent		19%
		Good		51%
		Fair		28%
		Poor		2%
	Sense of community	Excellent		8%
		Good		34%
		Fair		37%
		Poor		21%
Please rate each of the following characteristics as they relate to Richland as a whole.	Overall economic health	Excellent		11%
		Good		47%
		Fair		36%
		Poor		6%
	Overall quality of the transportation system	Excellent		7%
		Good		39%
		Fair		28%
		Poor		27%
	Overall design or layout of residential and commercial areas	Excellent		4%
		Good		43%
		Fair		42%
		Poor		11%
	Overall quality of the utility infrastructure	Excellent		18%
		Good		41%
		Fair		34%
		Poor		6%
	Overall feeling of safety	Excellent		13%
		Good		47%
		Fair		33%

Please rate each of the following characteristics as they relate to Richland as a whole.	Overall feeling of safety	Poor		6%
	Overall quality of natural environment	Excellent		14%
		Good		60%
		Fair		22%
		Poor		4%
	Overall quality of parks and recreation opportunities	Excellent		32%
		Good		47%
		Fair		21%
		Poor		1%
	Overall health and wellness opportunities	Excellent		14%
		Good		43%
		Fair		34%
		Poor		8%
	Overall opportunities for education, culture, and the arts	Excellent		8%
		Good		39%
		Fair		41%
Poor			11%	
Residents' connection and engagement with their community	Excellent		5%	
	Good		29%	
	Fair		44%	
	Poor		22%	
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Richland to someone who asks	Very likely		29%
		Somewhat likely		53%
		Somewhat unlikely		13%
		Very unlikely		6%
	Remain in Richland for the next five years	Very likely		51%
		Somewhat likely		29%
		Somewhat unlikely		17%

Please indicate how likely or unlikely you are to do each of the following.	Remain in Richland for the next five years	Very unlikely		3%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		67%
		Somewhat safe		22%
		Neither safe nor unsafe		4%
		Somewhat unsafe		6%
		Very unsafe		1%
	In Richland's downtown/commercial area during the day	Very safe		51%
		Somewhat safe		37%
		Neither safe nor unsafe		6%
		Somewhat unsafe		6%
		Very unsafe		0%
	From property crime	Very safe		17%
		Somewhat safe		39%
		Neither safe nor unsafe		17%
		Somewhat unsafe		21%
		Very unsafe		5%
	From violent crime	Very safe		31%
		Somewhat safe		38%
		Neither safe nor unsafe		18%
		Somewhat unsafe		10%
		Very unsafe		2%
	From fire, flood, or other natural disaster	Very safe		47%
		Somewhat safe		36%
		Neither safe nor unsafe		12%
		Somewhat unsafe		6%
		Very unsafe		0%
Please rate the job you feel the Richland community does at each of the following.	Making all residents feel welcome	Excellent		10%
		Good		37%

Please rate the job you feel the Richland community does at each of the following.	Making all residents feel welcome	Fair		35%
		Poor		19%
	Attracting people from diverse backgrounds	Excellent		11%
		Good		27%
		Fair		32%
		Poor		30%
	Valuing/respecting residents from diverse backgrounds	Excellent		10%
		Good		35%
		Fair		26%
		Poor		29%
	Taking care of vulnerable residents	Excellent		4%
		Good		25%
		Fair		30%
		Poor		40%
Please rate each of the following in the Richland community.	Overall quality of business and service establishments	Excellent		12%
		Good		48%
		Fair		37%
		Poor		4%
	Variety of business and service establishments	Excellent		6%
		Good		42%
		Fair		44%
		Poor		8%
	Vibrancy of downtown/commercial area	Excellent		4%
		Good		27%
		Fair		41%
		Poor		29%
	Employment opportunities	Excellent		15%
		Good		43%

Please rate each of the following in the Richland community.	Employment opportunities	Fair		33%
		Poor		9%
	Shopping opportunities	Excellent		8%
		Good		37%
		Fair		41%
		Poor		14%
	Cost of living	Excellent		5%
		Good		30%
		Fair		35%
		Poor		30%
	Overall image or reputation	Excellent		10%
		Good		57%
		Fair		25%
		Poor		7%
Please also rate each of the following in the Richland community.	Traffic flow on major streets	Excellent		8%
		Good		33%
		Fair		38%
		Poor		20%
	Ease of public parking	Excellent		21%
		Good		39%
		Fair		26%
		Poor		14%
	Ease of travel by car	Excellent		24%
		Good		49%
		Fair		23%
		Poor		5%
	Ease of travel by public transportation	Excellent		5%
		Good		29%

Please also rate each of the following in the Richland community.

Ease of travel by public transportation	Fair		36%
	Poor		29%
Ease of travel by bicycle	Excellent		7%
	Good		34%
	Fair		38%
	Poor		21%
Ease of walking	Excellent		13%
	Good		36%
	Fair		31%
	Poor		20%
Well-planned residential growth	Excellent		3%
	Good		32%
	Fair		33%
	Poor		32%
Well-planned commercial growth	Excellent		2%
	Good		29%
	Fair		39%
	Poor		30%
Well-designed neighborhoods	Excellent		4%
	Good		39%
	Fair		40%
	Poor		17%
Preservation of the historical or cultural character of the community	Excellent		11%
	Good		47%
	Fair		32%
	Poor		10%
Public places where people want to spend time	Excellent		15%
	Good		44%

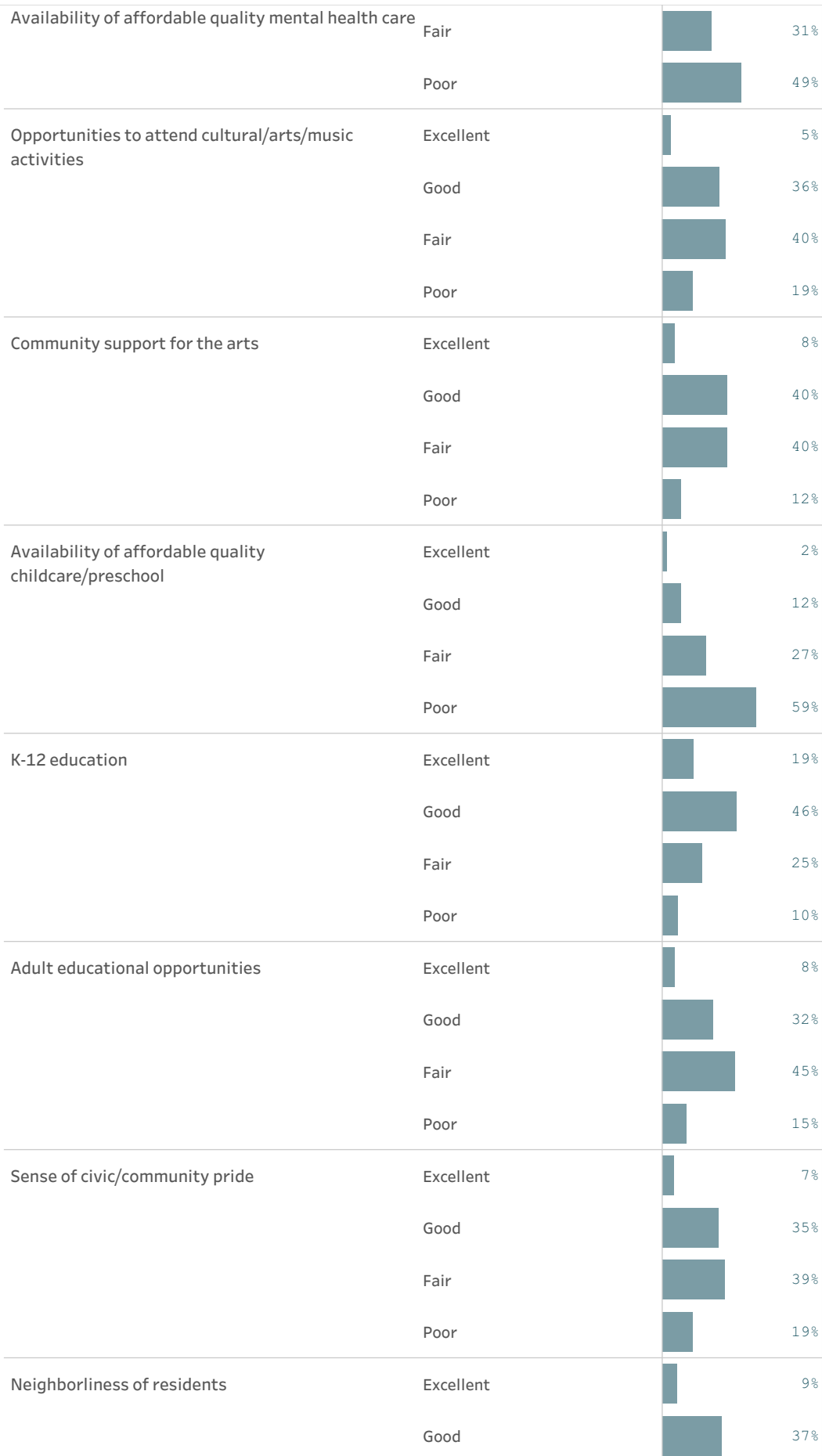
Please also rate each of the following in the Richland community.



Please also rate each of the following in the Richland community.



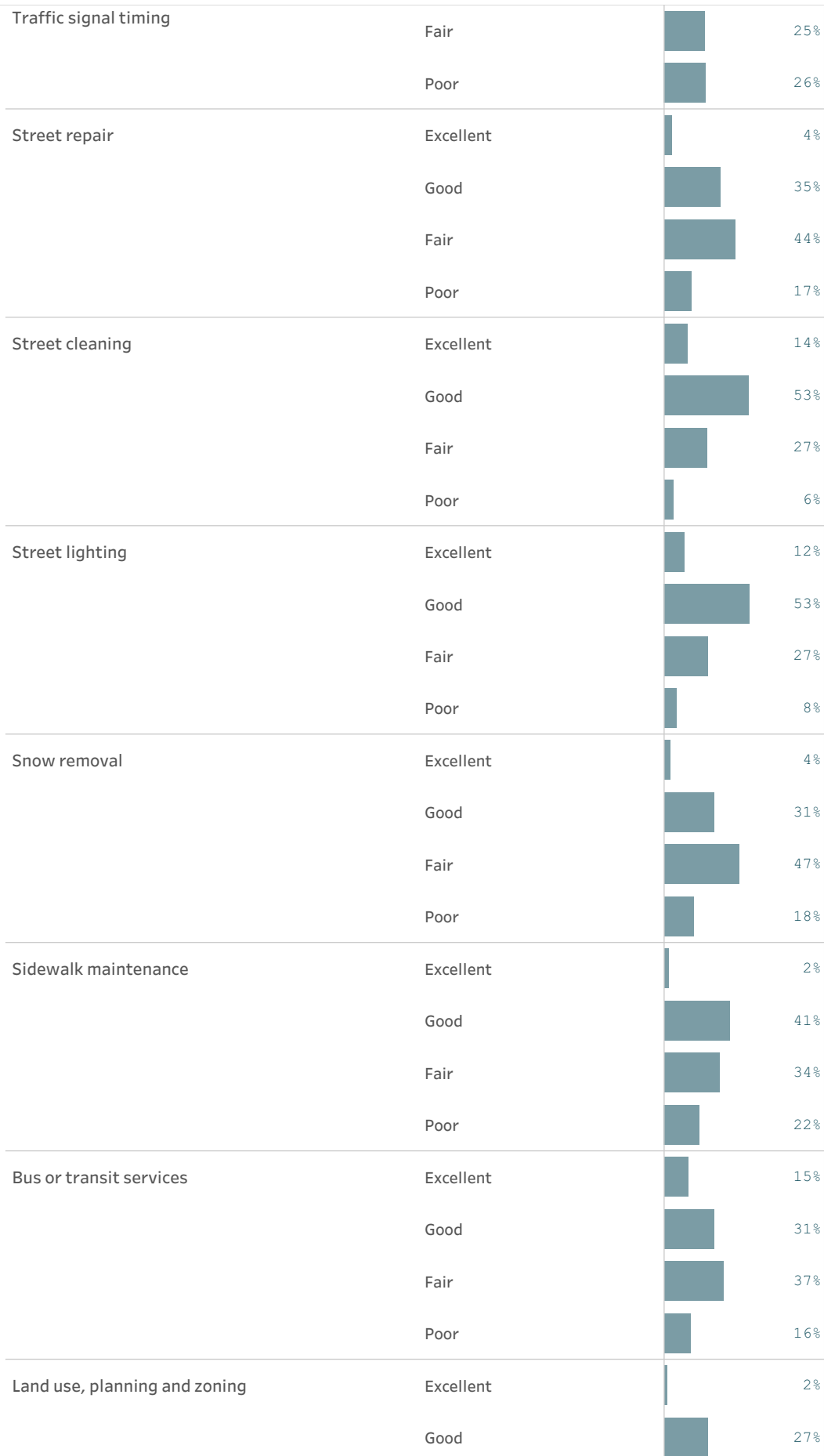
Please also rate each of the following in the Richland community.



Please also rate each of the following in the Richland community.	Neighborliness of residents	Fair		42%
		Poor		12%
	Opportunities to participate in social events and activities	Excellent		10%
		Good		39%
		Fair		41%
		Poor		10%
	Opportunities to attend special events and festivals	Excellent		10%
		Good		44%
		Fair		36%
		Poor		10%
	Opportunities to volunteer	Excellent		17%
		Good		42%
		Fair		31%
		Poor		9%
	Opportunities to participate in community matters	Excellent		9%
		Good		36%
		Fair		37%
		Poor		18%
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		10%
		Good		25%
		Fair		39%
		Poor		26%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the City of Richland for help or information	No		40%
		Yes		60%
	Contacted Richland elected officials to express your opinion	No		75%
		Yes		25%
	Attended a local public meeting	No		70%
		Yes		30%

Please indicate whether or not you have done each of the following in the last 12 months.	Watched a local public meeting	No		50%
		Yes		50%
	Volunteered your time to some group/activity	No		52%
		Yes		48%
	Campaigned or advocated for a local issue, cause, or candidate	No		61%
		Yes		39%
	Voted in your most recent local election	No		9%
		Yes		91%
	Used public transportation instead of driving	No		73%
		Yes		27%
Please rate the quality of each of the following services in Richland.	Public information services	No		45%
		Yes		55%
	Walked or biked instead of driving	No		30%
		Yes		70%
	Public information services	Excellent		5%
		Good		49%
		Fair		41%
		Poor		6%
	Economic development	Excellent		3%
		Good		38%
		Fair		45%
		Poor		15%
	Traffic enforcement	Excellent		2%
		Good		33%
		Fair		38%
		Poor		27%
	Traffic signal timing	Excellent		4%
		Good		45%

Please rate the quality of each of the following services in Richland.



Please rate the quality of each of the following services in Richland.	Land use, planning and zoning	Fair		36%
		Poor		36%
Code enforcement		Excellent		2%
		Good		21%
		Fair		33%
		Poor		44%
Affordable high-speed internet access		Excellent		9%
		Good		30%
		Fair		34%
		Poor		27%
Garbage collection		Excellent		41%
		Good		46%
		Fair		10%
		Poor		3%
Drinking water		Excellent		36%
		Good		44%
		Fair		12%
		Poor		8%
Sewer services		Excellent		39%
		Good		50%
		Fair		9%
		Poor		2%
Storm water management		Excellent		34%
		Good		50%
		Fair		15%
		Poor		1%
Power (electric and/or gas) utility		Excellent		37%
		Good		38%

Please rate the quality of each of the following services in Richland.	Power (electric and/or gas) utility	Fair		22%
		Poor		3%
	Utility billing	Excellent		25%
		Good		47%
		Fair		20%
		Poor		8%
	Police/Sheriff services	Excellent		19%
		Good		41%
		Fair		25%
		Poor		15%
	Crime prevention	Excellent		8%
		Good		36%
		Fair		44%
		Poor		12%
	Animal control	Excellent		13%
		Good		30%
		Fair		37%
		Poor		19%
	Ambulance or emergency medical services	Excellent		43%
		Good		41%
		Fair		14%
		Poor		2%
	Fire services	Excellent		51%
		Good		44%
		Fair		5%
	Fire prevention and education	Excellent		23%
		Good		48%
		Fair		17%

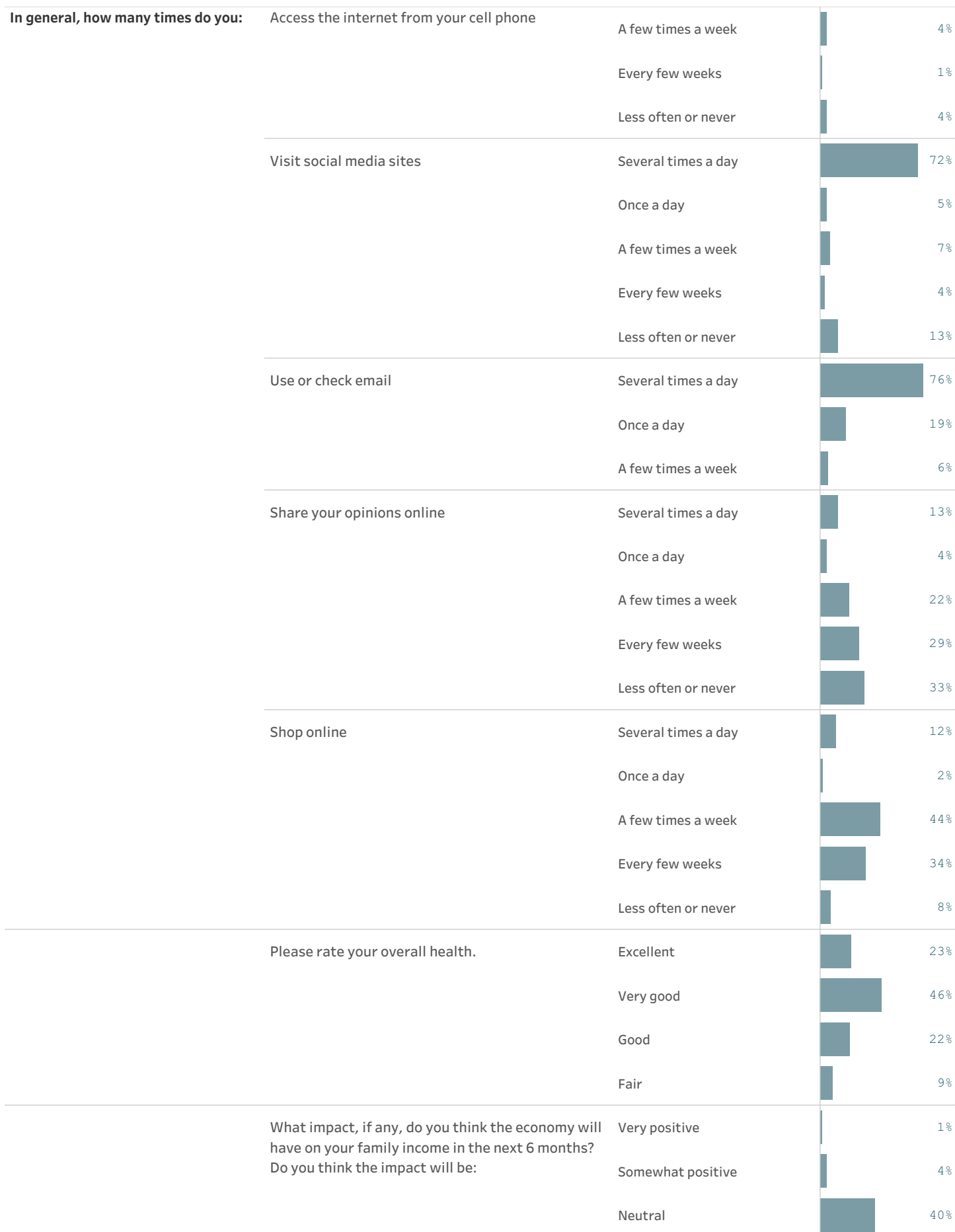
Please rate the quality of each of the following services in Richland.	Fire prevention and education	Poor		12%
	Emergency preparedness	Excellent		8%
		Good		34%
		Fair		26%
		Poor		32%
	Preservation of natural areas	Excellent		19%
		Good		35%
		Fair		27%
		Poor		19%
	Richland open space	Excellent		17%
		Good		39%
		Fair		30%
		Poor		14%
Recycling	Recycling	Excellent		14%
		Good		27%
		Fair		31%
		Poor		28%
Yard waste pick-up	Yard waste pick-up	Excellent		44%
		Good		38%
		Fair		11%
		Poor		6%
City parks	City parks	Excellent		35%
		Good		51%
		Fair		14%
		Poor		0%
Recreation programs or classes	Recreation programs or classes	Excellent		18%
		Good		43%
		Fair		35%

Please rate the quality of each of the following services in Richland.	Recreation programs or classes	Poor		4%
	Recreation centers or facilities	Excellent		18%
		Good		49%
		Fair		24%
		Poor		9%
	Health services	Excellent		15%
		Good		34%
		Fair		37%
		Poor		14%
	Public library services	Excellent		56%
		Good		32%
		Fair		10%
		Poor		2%
	Overall customer service by Richland employees	Excellent		20%
		Good		60%
		Fair		14%
		Poor		6%
Please rate the following categories of Richland government performance.	The value of services for the taxes paid to Richland	Excellent		8%
		Good		39%
		Fair		39%
		Poor		14%
	The overall direction that Richland is taking	Excellent		4%
		Good		38%
		Fair		39%
		Poor		20%
	The job Richland government does at welcoming resident involvement	Excellent		2%
		Good		34%
		Fair		40%

Please rate the following categories of Richland government performance.	The job Richland government does at welcoming resident involvement	Poor		24%
	Overall confidence in Richland government	Excellent		3%
		Good		39%
		Fair		24%
		Poor		33%
	Generally acting in the best interest of the community	Excellent		4%
		Good		38%
		Fair		27%
		Poor		31%
	Being honest	Excellent		5%
		Good		37%
		Fair		32%
		Poor		26%
	Being open and transparent to the public	Excellent		5%
		Good		33%
		Fair		31%
		Poor		31%
	Informing residents about issues facing the community	Excellent		2%
		Good		29%
		Fair		40%
		Poor		30%
	Treating all residents fairly	Excellent		10%
		Good		38%
		Fair		30%
		Poor		22%
	Treating residents with respect	Excellent		13%
		Good		46%
		Fair		31%

Please rate the following categories of Richland government performance.	Treating residents with respect	Poor		10%
Overall, how would you rate the quality of the services provided by each of the following?	The City of Richland	Excellent		11%
		Good		45%
		Fair		39%
		Poor		6%
	The Federal Government	Excellent		3%
		Good		29%
		Fair		42%
		Poor		26%
Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.	Overall economic health	Essential		41%
		Very important		40%
		Somewhat important		18%
		Not at all important		1%
	Overall quality of the transportation system	Essential		38%
		Very important		40%
		Somewhat important		19%
		Not at all important		3%
	Overall design or layout of residential and commercial areas	Essential		38%
		Very important		44%
		Somewhat important		17%
		Not at all important		1%
	Overall quality of the utility infrastructure	Essential		50%
		Very important		37%
		Somewhat important		12%
		Not at all important		2%
	Overall feeling of safety	Essential		48%
		Very important		34%
		Somewhat important		17%

Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.	Overall feeling of safety	Not at all important		2%
	Overall quality of natural environment	Essential		33%
		Very important		45%
		Somewhat important		19%
		Not at all important		3%
	Overall quality of parks and recreation opportunities	Essential		29%
		Very important		53%
		Somewhat important		18%
		Not at all important		0%
	Overall health and wellness opportunities	Essential		34%
		Very important		37%
		Somewhat important		25%
		Not at all important		4%
	Overall opportunities for education, culture, and the arts	Essential		32%
		Very important		50%
		Somewhat important		14%
		Not at all important		4%
	Residents' connection and engagement with their community	Essential		26%
		Very important		41%
		Somewhat important		31%
		Not at all important		1%
In general, how many times do you:	Access the internet from your home	Several times a day		88%
		Once a day		6%
		A few times a week		2%
		Every few weeks		2%
		Less often or never		2%
	Access the internet from your cell phone	Several times a day		87%
		Once a day		4%



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Somewhat negative		39%	
	Very negative		16%	
How many years have you lived in Richland?	Less than 2 years		13%	
	2-5 years		13%	
	6-10 years		12%	
	11-20 years		26%	
	More than 20 years		36%	
Which best describes the building you live in?	One family house detached from any other houses		65%	
	Building with two or more homes (duplex, townhome, apa..		34%	
	Mobile home		1%	
	Other		0%	
Do you rent or own your home?	Rent		33%	
	Own		67%	
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?	About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$500		10%
		\$500 to \$999		20%
		\$1,000 to \$1,499		31%
		\$1,500 to \$1,999		20%
		\$2,000 to \$2,499		5%
		\$2,500 to \$2,999		9%
		\$3,000 to \$3,499		2%
		\$3,500 or more		3%
	Do any children 17 or under live in your household?	No		62%
Yes			38%	
Are you or any other members of your household aged 65 or older?	No		71%	
	Yes		29%	
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		5%	
	\$25,000 to \$49,999		10%	
	\$50,000 to \$74,999		15%	

	How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	\$75,000 to \$99,999		21%
		\$100,000 to \$149,999		31%
		\$150,000 or more		17%
Are you Spanish, Hispanic, or Latino?	Are you Spanish, Hispanic or Latino?	No, not Spanish, Hispanic, or Latino		92%
		Yes, I consider myself to be Spanish, Hispanic, or Latino		8%
	What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaskan Native		4%
		Asian, Asian Indian, or Pacific Islander		1%
		Black or African American		0%
		White		91%
		Other		11%
	In which category is your age?	18-24 years		5%
		25-34 years		28%
		35-44 years		23%
		45-54 years		8%
		55-64 years		15%
		65-74 years		17%
		75 years or older		4%
	What is your gender?	Female		51%
		Male		46%
		Identify in another way		4%
	How did you hear about this survey? (Select all that apply.)	The City's website		15%
		The City's social media (Facebook, Twitter, Instagram,...		25%
		Received an email from the City		11%
		In a City newsletter or utility bill		26%
		Received a postcard or letter from the City		2%
		Nextdoor		0%
		In my Facebook feed		24%
		Saw it in a newspaper article or ad (hard copy or online)		2%

How did you hear about this survey? (Select all that apply.)	Saw a flyer or poster about it	0%
	Heard about it from a family member, friend or neighbor	10%
	Heard about it from a business or social organization in my co..	1%
	Polco social media post	1%
	On my Polco feed	0%
	Other	2%

The City of Richland 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Richland.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Richland as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Richland as a place to raise children	1	2	3	4	5
Richland as a place to work.....	1	2	3	4	5
Richland as a place to visit.....	1	2	3	4	5
Richland as a place to retire	1	2	3	4	5
The overall quality of life in Richland	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Richland as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Richland	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Richland.....	1	2	3	4	5
Overall design or layout of Richland's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Richland (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Richland	1	2	3	4	5
Overall quality of natural environment in Richland.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Richland	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Richland to someone who asks.....	1	2	3	4	5
Remain in Richland for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Richland's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Richland community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Richland community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Richland.....	1	2	3	4	5
Variety of business and service establishments in Richland	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Richland.....	1	2	3	4	5
Overall image or reputation of Richland.....	1	2	3	4	5

7. Please also rate each of the following in the Richland community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Richland	1	2	3	4	5
Ease of travel by public transportation in Richland	1	2	3	4	5
Ease of travel by bicycle in Richland	1	2	3	4	5
Ease of walking in Richland.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Richland	1	2	3	4	5
Overall appearance of Richland.....	1	2	3	4	5
Cleanliness of Richland.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Richland	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Richland (in-person, phone, email, or web) for help or information	1	2
Contacted Richland elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Richland	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The City of Richland 2022 Community Survey

9. Please rate the quality of each of the following services in Richland.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Richland open space	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Richland employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Richland government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Richland.....	1	2	3	4	5
The overall direction that Richland is taking.....	1	2	3	4	5
The job Richland government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Richland government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Richland.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Richland community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Richland.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Richland.....	1	2	3	4
Overall design or layout of Richland's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Richland (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Richland	1	2	3	4
Overall quality of natural environment in Richland.....	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Richland	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

The City of Richland 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online.....	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Richland?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502