

Tuesday, May 2, 2023
City Council Workshop - Hybrid (In-Person & Electronic)

5:30 P.M.
City Council Workshop - Hybrid (In-Person & Electronic)

In-Person at the College Place Fire Department, 629 S College Avenue, College Place Washington

Workshop may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured
Zoom Attendee Link: <https://us06web.zoom.us/j/84249910426>

Or you may call this number to listen: 1-669-900-9128 ID# 842 4991 0426 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the workshop to order.

Subject :	1.02 Roll Call
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Norma L. Hernández

Paul T. Jessup,

Michael Cleveland,

Tito Espinoza Jr.,

Council Members Loren Peterson,

Melodie Williams,
Heather Schermann,
Monica Boyle

Administrator, Mike Rizzitiello;
City Attorney, Rea Culwell;
Finance Director, Brian Carleton;
Public Works Director, Robert McAndrews;

Staff Police Chief, Troy Tomaras;
Fire Chief, David Winter;
Community Development Director, Jon Rickard;
HR Manager, Shawn Doering;
City Clerk, Sherri St. Clair

Subject : 1.03 Pledge of Allegiance
Meeting : May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject : 1.04 Public Comment -
Meeting : May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting Protocol for Public Comment:

When submitting public comments, include the following information regardless of the manner you are using: Note that there are deadlines for written comments to be included in the meeting documents.

- Your Name
- Your Address

Written Public comments may be provided by submitting comment to Clerk@cpwa.us no later than 4:30 PM on the meeting date to be included in the record. (If typewritten, no less than 11 pt font).

Verbal Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.
- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment - Join using the Zoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Council.

File Attachments

[It is SO EASY to participate in public meetings!.png \(224 KB\)](#)

2. Workshop Topics.

Subject :	2.01 Resolution of Support for Washington Secretary of State Organize the File Room Grant - Mr. Carleton & Ms. St. Clair
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

Information for Consideration:

The Washington Secretary of State is offering a local records grant to government agencies. The City would like to apply for the Organizing the File Room grant. This grant can be used to cover the costs of new or part time staff to sort and organize paper records, create a records inventory, destroy non-archival records, prepare archival records for transfer, and the assembly and installation of new shelving or file cabinets. In addition, this grant can also be used to pay for

metal shelving/file cabinets, Washington State Archives boxes, records destruction services, and other supplies associated with the management of paper records. If approved, the grant would cover up to \$20,000.00 in costs. The deadline to submit the grant application is May 26, 2023.

File Attachments

[Draft_Resolution_23-xxx_SOS_Organizing_the_File_Room_Grant.pdf \(147 KB\)](#)
[advice-sheet-how-an-organizing-the-file-room-grant-can-help-\(march-2023\).pdf \(194 KB\)](#)
[advice-sheet-can-the-local-records-grant-cover-staff-time-\(march-2023\).pdf \(179 KB\)](#)
[advice-sheet-about-the-local-records-grant-program-\(march-2023\).pdf \(112 KB\)](#)

Subject :	2.02 Anti-camping Regulations, Homelessness, and New Housing Laws - Ms. Culwell
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

Historical Perspective:

At the January 10, 2023 council meeting, staff presented information about homelessness and public safety, including anti-camping regulations, CPPD's policy on those trespassing on public property that may be homeless and support for the Walla Walla Sleep Center. The presentation prompted many questions regarding how the City regulates residential use of land within the City. Council requested the subject be placed on a workshop agenda. Provided to Council here is an updated memorandum on the topic and copies of bills affecting housing which passed this session.

File Attachments

[14.60.200 RV regulation.pdf \(111 KB\)](#)
[ADU CPMC.pdf \(88 KB\)](#)
[HB 1110 Middle housing & density mandate.pdf \(157 KB\)](#)
[HB 1337 - ADU mandate.pdf \(112 KB\)](#)
[SB 5290 Local Project Review.pdf \(150 KB\)](#)
[Temporary Homeless Encampments CPMC.pdf \(56 KB\)](#)
[Memo_Provision_of_Temporary_Housing_Opportunities_-_Public_Safety_Workshop_2.docx.pdf \(622 KB\)](#)

Subject :	2.03 Managed Information Technology Services RSQ - Mr. Carleton
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public

Type :

Discussion, Information

Public Content

Workshop Only - No Action

Historical Perspective:

The City has contracted with Intermountain Education Service District (IMESD) for over a decade to provide information technology services. On March 2nd we received notice that they intend to discontinue such services on June 30th, 2023.

At the March 28th, 2023 City Council made a motion to direct City Administrator to pursue a hybrid option of creating an in house information technology position and then also issue a RFQ for Managed Information Technology Services. Proposals were due April 14th, 2023 at 4 PM. The City emailed providers, took out a newspaper ad, and also solicited via MRSC Small Works Roster. It was posted on the website and advertised through social media.

Information for Consideration:

The City received three proposals within the timeframe cited in RSQ: Kelly Connect, Price Computers, and Soft Sages. A fourth proposal came in after the originally cited timeline: Wilson Tech Solutions. Based upon grading and discussions by graders Price Computers was the top proposal. It will go forward to council for a decision at the Tuesday, May 9th, 2023 meeting. It is essential they shadow IMESD to understand the layout of the IT network before the contract terminates at the end of June.

File Attachments

[Draft Contract_Under Review_PriceComputers.pdf \(442 KB\)](#)

[KelleyConnect_PProposal.pdf \(1,605 KB\)](#)

[PriceComputers_Proposal.pdf \(1,117 KB\)](#)

[Procurement_ITServices.pdf \(355 KB\)](#)

[RSQ_List.pdf \(33 KB\)](#)

[ScoreTallySummaryfromGraders.pdf \(427 KB\)](#)

[SoftSages Technology Response.pdf \(977 KB\)](#)

[Wilson_Response.pdf \(538 KB\)](#)

3. Closing Items.

Subject :	3.01 Good of the Order
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	3. Closing Items.
Access :	Public
Type :	Discussion, Information
Subject :	3.02 Conclusion
Meeting :	May 2, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)

Category :

3. Closing Items.

Access :

Public

Type :

Procedural

Public Content

Mayor Hernández will conclude the workshop.



Local Records Grants: About the Local Records Grant Program

Purpose: Provide guidance to local governments on Washington State Archives' Local Records Grant Program ([RCW 40.14.026](#)).

What is the purpose of the grants?

To help local governments' use of technology to improve their records retention, management and disclosure of public records.

How is the program funded?

Grants are funded by the proceeds of a surcharge when documents are recorded with county auditors.

Who can apply?

Any local government agency/entity such as counties, cities, towns, fire districts, school districts, hospital districts, port districts, public utility districts, transit authorities, other special purpose districts, etc.

Different departments and business units within counties and cities can apply separately in the same grant cycle. However, Washington State Archives encourages agencies to consider if a better solution could be found by working more cooperatively across the entire agency.

Preference for grant awards will be given to smaller local government agencies, but will also be based upon the applicant agency's need. Preference will also be given to information technology designed to improve the retention, management, and disclosure of public records.

Even though other government entities (such as state agencies, higher education, tribes, etc.) are not eligible for these grants, the Archives is still available to provide other records management assistance.

Who decides which projects will be funded?

The Secretary of State will award grants based on recommendations from the Archives Advisory Committee, a committee of county auditors, county clerks and representatives from other sectors of local government.

For more information:

<https://www.sos.wa.gov/archives/RecordsManagement/Local-Records-Grant-Program.aspx>

**Additional advice regarding the management of public records is available from
Washington State Archives:**

**www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov**



Local Records Grants: Can the Local Records Grant Cover Staff Time?

Purpose: Provide guidance to local agencies applying for a Local Records Grant on how grant funds may be used to pay for staff time.

Local government agencies may apply for funding to cover additional staff or staff hours under the Organizing the File Room grant. This is the **ONLY** Local Records Grant category which can include funding for staff time. Any staff time needed to complete a Digital Imaging or Technology Tools grant is the responsibility of the agency.*

Can grant funds be used to pay for temporary staff?

Yes! Grant funds can be used to hire temporary staff to work up to 40 hours per week. *Ideally, temporary staff should be used to cover existing staff's normal duties. If temporary staff is hired to work directly on the organizing project, they should be supervised VERY closely by existing staff.*

Can grant funds be used to pay for existing, part-time staff?

Yes! Grant funds can also be used to cover additional hours for part-time staff, up to 40 hours per week.

Can grant funds be used to pay for existing, full-time staff?

No. Grant funds cannot be used to cover existing staff's regular hours or any overtime hours.

Can grant funds be used to pay for a records management consultant?

No. The same legislation that funds the grant program also funds several records consultant positions at Washington State Archives who are available to all state and local agencies at no charge. To schedule a consultation, simply email recordsmanagement@sos.wa.gov or call 360-586-4901.



What tasks or activities can we use grant-funded staff time to accomplish?

Covered by the Grant	Not Covered by the Grant
• Sorting and organizing paper records • Creating a records inventory • Destroying non-archival records • Preparing archival records for transfer • Assembly and installation of new shelving units or file cabinets	• Scanning Records • Organizing digital records • Repair or restoration of damaged records • Traveling for training • Professional cleaning of file room • Painting or other improvements to file room

* If significant staff time is required to prepare the agency's records for a Digital Imaging or Technology Tools grant, it is recommended that the agency first apply for an Organize the File Room grant to cover this preparatory work and then re-apply for one of the other grants in the next grant cycle.

**Additional advice regarding the management of public records is available from
Washington State Archives:**

www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov



Local Records Grants: How an Organizing the File Room Grant Can Help

Purpose: Provide guidance to local governments on how an Organizing the File Room Grant can help with retention, management, and disclosure of public records.

Organizing the File Room is one of the types of grants offered as part of Washington State Archives' Local Records Grant Program ([RCW 40.14.026](#)).

What Can an Organizing the File Room Grant Cover?

- Organizing the File Room Grants are to get paper records organized and destroy/transfer records that have met their minimum retention period so that the agency can:
 - a. **Provide more timely responses to public records requests; or**
 - b. **Help protect and retain public records from damage caused by disorganization or poor storage conditions.**

<i>Covered by the Grant</i>	<i>Not Covered by the Grant</i>
• <i>Metal shelving/file cabinets</i> • <i>Washington State Archives boxes</i> • <i>Records destruction services</i> • <i>New temporary staff or part-time staff project hours</i> • <i>Other supplies necessary for project</i>	• <i>Capital improvements to buildings</i> • <i>Pressboard/wood shelving</i> • <i>Rolling shelving/fire-proof cabinets</i> • <i>Generic banker's boxes</i> • <i>Overtime for existing staff</i> • <i>External consultants</i>

If you want to get records scanned – Apply for a Digital Imaging Grant instead.
If you want to buy a scanner or shredder – Apply for Technology Tools Grant instead.
Washington State Archives can also help with developing filing structures for records.

Cash Match

- There is no cash match requirement for the Local Records Grant Program.

Reimbursement

- A successful applicant will purchase products/services as outlined in the approved grant award and receive reimbursement after completing the terms of the contract.

Funding Level

Agencies can apply for an Organizing the File Room Grant of up to \$20,000.

**Additional advice regarding the management of public records is available from
Washington State Archives:**

**www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov**

City of College Place, Washington
RESOLUTION NO. 23-XXX

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING AUTHORIZING SUBMISSION OF GRANT APPLICATION TO FUND AN INTERN TO
ASSIST WITH RETENTION, MANAGEMENT, AND DESTRUCTION OF PAPER RECORDS.**

Whereas, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

Whereas, the Washington Secretary of State offers an “Organizing the File Room” grant to local governments to help with retention, management, and disclosure of public records.

Whereas, the City Council of the City of College Place wishes to submit and support an “Organizing the File Room” grant application to fund the wages of an intern to assist with the retention, management, and destruction of paper records and associated supplies.

Now therefore, it is hereby resolved by the City Council of the City of College Place, Washington, as follows:

1. The College Place City Council hereby authorizes the City Administrator to submit an “Organizing the File Room” grant application and to accept the grant to fund the wages of an intern to assist with the retention, management, and destruction of paper records and associated supplies.

Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this day of , 2023.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

14.60.200 - Recreational vehicles (RVs), campers, trailers, tiny houses, and tents.

- A. Recreational vehicles, campers, trailers, tiny houses, and tents (aka recreational units) may be used for human habitation only in approved recreational vehicle parks unless otherwise specifically provided in this title.
1. All applications for new RV parks or modifications to existing RV parks or approved RV park site plans, shall include a site plan prepared by a qualified professional in a format prescribed by the city. This site plan should include, but is not limited to:
 - a. Identification of the RV park boundaries;
 - b. Internal streets and driveways;
 - c. The location and dimensions of designated RV spaces;
 - d. Required setbacks and buffers;
 - e. Designated open spaces and common areas;
 - f. Park facilities such as community center, restrooms, waste disposal, and laundry facilities;
 - g. The location and dimensions of required parking spaces;
 - h. A landscaping plan; and
 - i. Identification of "no parking" areas and fire lanes.
 2. The project sponsor shall also include with any application:
 - a. A narrative description and documentation of how the site plan complies with the provisions of this title; and
 - b. A copy of the RV park management plan.
 3. All recreational units shall retain their mobility and the wheels or means of transport shall not be removed or disabled.
 4. The RV park owner or a designated agent shall always be on the site. It shall be the continuing responsibility of the RV park owner to:
 - a. Assure that all required landscape and common areas are perpetually maintained;
 - b. Keep the park free of unsightly brush, leaves, weeds, and debris;
 - c. Keep the park free from nuisances as defined in Chapter 8.24;
 - d. Establish and enforce standards for the maintenance of recreational units occupied for more than 180 days;
 - e. Assure that all private stormwater facilities are perpetually maintained; and
 - f. That no outside storage of materials or equipment is allowed.
 5. RV parks shall be designed, constructed, operated, and maintained in compliance with all applicable federal, state, and local laws and regulations.

RV park owners shall always maintain in good standing a city business license, provided that:

6.
 - a. The business license shall be subject to annual renewal;
 - b. The RV park may be inspected by the fire marshal or other representative of the city in conjunction with the renewal process; and
 - c. The city may suspend or revoke a business license for failure to comply with the provisions of this title.
- B. All recreational vehicle (RV) parks shall be designed in accordance with the following standards:
 1. RVs, campers, trailers, tiny houses, and tents may only be located in RV spaces as designated on a site plan approved by the city.
 - a. The minimum width for each RV space shall be 12 feet.
 - b. The minimum length for a back-in RV space shall be 56 feet long and for each pull through RV space, 70 feet long, and the space shall not include any common areas, roadways, general use structures, walkways, parking areas for vehicles other than RVs, or landscape areas.
 - c. There shall be a minimum distance of ten feet between all recreational vehicles, campers, trailers, tiny houses, and tents.
 - d. Each designated space shall have at least one ten-foot by 20-foot parking space.
 - e. Parking and driveway areas shall be paved with asphalt or concrete or similar surface, in accordance with city standards.
 2. RV parks shall be designed with the following setbacks:
 - a. All designated RV spaces and buildings within the RV park shall be setback at least 20 feet from all exterior property lines.
 - b. Recreational units shall be setback at least 20 feet from vegetative hedges.
 3. Streets within an RV park shall have a minimum 12-foot wide paved surface for one-way travel, and a minimum 24-foot wide paved surface for two-way travel.
 - a. No dead-end streets are allowed.
 - b. Streets shall be paved with asphalt, concrete, or similar surface, in accordance with city standards.
 4. All parking associated with the RV park, including guests, visitors, and employees, shall be on-site in areas designated on the site plan approved by the city. No off-site parking or parking that obstructs access by emergency vehicles shall be permitted at any time;
 5. Three hundred square feet of usable open space or recreational area per recreational unit shall be provided, in common areas, accessible by all tenants, exclusive of:
 - a. Areas reserved for the use or benefit of individual tenants;
 - b.

Dedicated vehicular and pedestrian rights-of-way, easements, and off-street parking areas;

- c. Required perimeter setbacks; and
 - d. Critical areas and their buffers.
6. A landscaping plan prepared in accordance with the provisions of Section 14.60.040 prepared by a qualified professional, that includes, but is not limited to:
 - a. Perimeter landscaping and screening on all sides in accordance with city standards.
 - b. Interior landscaping including grass, shade trees, shrubs, and an automated sprinkler system.
 7. The RV park shall be designed in compliance with the city stormwater standards;
 8. All RV spaces shall have access to water, sewer, and electrical service in accordance with city standards;
 9. Recreational units may without internal toilets or showers may only be permitted if the RV park provides toilets, lavatories, and showers as required by state and local laws and regulations;
 10. At least one sanitary disposal station for removing and disposing of wastes from holding tanks shall be provided;
 11. Trash receptacles for the disposal of solid waste materials shall be provided in convenient locations throughout the park. The number and capacity of trash receptacles shall be sufficient to insure there is no uncovered accumulation of trash at any time in the park;
 12. All lighting shall be screened and downward facing; and
 13. No permanent buildings, structures, or additions may be constructed on a designated RV space, or attached to an RV, camper, trailer, or tiny house, or tent.
- C. Recreational vehicles, campers, trailers, tiny houses, and tents may be occupied by visitors to a single-family residence on a temporary basis not to exceed 14 days, provided that the recreational vehicle, trailer or tent is located in the driveway, or in the yard outside of required setbacks.
- D. Recreation vehicles may be stored/parked in residential zoning districts by residences or their guests, provided the following conditions are met:
1. The recreational vehicle must not be in use for temporary or permanent housing.
 2. No more than one recreational vehicle may be stored outside on a parcel.
 3. The recreation vehicle shall not intrude into the public right-of-way or obstruct sight visibility from adjacent driveways.
 4. The recreation vehicle shall not be parked in the front or side yard setback.
 - 5.

The recreation vehicle shall be maintained in a clean, well-kept state which does not detract from the appearance of the surrounding area.

6. The recreational vehicle and its use comply with the provisions of Chapter 8.24, Nuisances.

(Ord. No. 20-021, § 2(Exh. A), 11-24-2020)

14.60.170 - Accessory buildings, structures, dwelling units, and uses.

- A. Accessory structures or buildings shall not occupy any parcel or lot independent of the primary building and shall comply with the following provisions:
1. Accessory buildings may include the following or similar structures, in accordance with the provisions of this title, as determined by the city:
 - a. Detached and attached accessory dwelling units;
 - b. Garages;
 - c. Shops;
 - d. Buildings utilized by an approved home business;
 - e. Storage sheds;
 - f. Greenhouses and potting rooms; and
 - g. Children's playrooms.
 2. The following shall not be converted to, or used as a storage building, accessory building, or accessory dwelling unit, unless specifically authorized in this title.
 - a. Trailer;
 - b. Bus;
 - c. RV;
 - d. Vehicle;
 - e. Camper;
 - f. Mobile home;
 - g. Railroad car;
 - h. Tent; or
 - i. Park model or tiny house.
 3. The rental of buildings or rooms for periods of 30 days or less require a special use permit and/or related permits from the city, in accordance with the provisions governing short-term or vacation rentals.
 4. Accessory buildings, dwelling units, or structures shall only be permitted on parcels with a legally established primary residence, primary building, and/or primary use.
 5. All accessory buildings and structures shall comply with the applicable provisions of this title, including setback, lot coverage, building height, and stormwater management, as well as the provisions of the International Codes, as adopted and administered by the city, unless otherwise specifically authorized in this title.
 - a.

Accessory buildings or structures legally established before November 1, 2019 that do not conform with the size, height, lot coverage, or setback requirements of this chapter may continue to be used, provided that the degree of nonconformity is not increased in the future.

6. The footprint of the primary residence shall not exceed 35 percent of the size of the parcel and the total footprint of all accessory buildings and structures shall not exceed ten percent of the lot size.
 7. No accessory building or structure shall occupy the front or side yard setback.
 8. An accessory building or structure s may be located in the rear yard setback up to five feet from the property line.
 9. The minimum distance to buildings on an adjacent lot shall be at least ten feet in accordance with the provisions of the International Codes as adopted and administered by the city.
 10. The maximum height of an accessory building or structure shall not exceed 15 feet at the eave line.
 11. Windows on accessory buildings shall be oriented to protect the privacy of adjacent property owners. This may include the placement of windows above or out of view into adjacent yards or windows, or by using obscure glass.
- B. Accessory Dwelling Units. In addition to the preceding criteria applicable to all accessory buildings, the following criteria shall also apply to accessory dwelling units:
1. Not more than one accessory dwelling unit may be permitted on a parcel.
 2. An accessory dwelling unit may be detached from the primary structure, an addition to a primary structure, within a primary structure, or above an approved detached accessory building such as a garage or shop, provided that an accessory dwelling unit that is attached to or within the primary building, must have a separate entrance and must be a self-contained residential unit.
 3. Existing nonconforming accessory buildings may be converted to accessory dwelling units provided that the degree of nonconformity is not increased and that all improvements comply with the provisions of this chapter.
 4. Accessory dwelling units shall comply with the provisions of the International Codes, as adopted and administered by the city.
 5. All accessory dwelling units must have water and sewer service in accordance with city standards, provided that the accessory dwelling unit may share sewer and water connections and services with the primary residence.
 - a. A capital facility charge for water and sewer service will be required regardless of whether the water and sewer service are shared or not; and
 - b.

Accessory dwelling units 600 square feet or less may be eligible for a reduced capital facility charge.

6. One additional paved, off-street parking space is required

(Ord. No. 20-021, § 2(Exh. A), 11-24-2020)

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1110

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By House Appropriations (originally sponsored by Representatives Bateman, Barkis, Reed, Taylor, Riccelli, Berry, Fitzgibbon, Peterson, Duerr, Lekanoff, Alvarado, Street, Ryu, Ramel, Cortes, Doglio, Macri, Mena, Gregerson, Thai, Bergquist, Farivar, Wylie, Stonier, Pollet, Santos, Fosse, and Ormsby)

READ FIRST TIME 02/24/23.

1 AN ACT Relating to creating more homes for Washington by
2 increasing middle housing in areas traditionally dedicated to single-
3 family detached housing; amending RCW 36.70A.030, 36.70A.280,
4 43.21C.495, and 43.21C.450; adding new sections to chapter 36.70A
5 RCW; adding a new section to chapter 64.34 RCW; adding a new section
6 to chapter 64.32 RCW; adding a new section to chapter 64.38 RCW;
7 adding a new section to chapter 64.90 RCW; and creating new sections.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

9 NEW SECTION. **Sec. 1.** The legislature finds that Washington is
10 facing an unprecedented housing crisis for its current population and
11 a lack of housing choices, and is not likely to meet the
12 affordability goals for future populations. In order to meet the goal
13 of 1,000,000 new homes by 2044, and enhanced quality of life and
14 environmental protection, innovative housing policies will need to be
15 adopted.

16 Increasing housing options that are more affordable to various
17 income levels is critical to achieving the state's housing goals,
18 including those codified by the legislature under chapter 254, Laws
19 of 2021.

20 There is continued need for the development of housing at all
21 income levels, including middle housing that will provide a wider

1 variety of housing options and configurations to allow Washingtonians
2 to live near where they work.

3 Homes developed at higher densities are more affordable by design
4 for Washington residents both in their construction and reduced
5 household energy and transportation costs.

6 While creating more housing options, it is essential for cities
7 to identify areas at higher risk of displacement and establish
8 antidisplacement policies as required in Engrossed Second Substitute
9 House Bill No. 1220 (chapter 254, Laws of 2021).

10 The state has made historic investments in subsidized affordable
11 housing through the housing trust fund, yet even with these historic
12 investments, the magnitude of the housing shortage requires both
13 public and private investment.

14 In addition to addressing the housing shortage, allowing more
15 housing options in areas already served by urban infrastructure will
16 reduce the pressure to develop natural and working lands, support key
17 strategies for climate change, food security, and Puget Sound
18 recovery, and save taxpayers and ratepayers money.

19 **Sec. 2.** RCW 36.70A.030 and 2021 c 254 s 6 are each amended to
20 read as follows:

21 Unless the context clearly requires otherwise, the definitions in
22 this section apply throughout this chapter.

23 (1) "Administrative design review" means a development permit
24 process whereby an application is reviewed, approved, or denied by
25 the planning director or the planning director's designee based
26 solely on objective design and development standards without a public
27 predecision hearing, unless such review is otherwise required by
28 state or federal law, or the structure is a designated landmark or
29 historic district established under a local preservation ordinance. A
30 city may utilize public meetings, hearings, or voluntary review
31 boards to consider, recommend, or approve requests for variances from
32 locally established design review standards.

33 (2) "Adopt a comprehensive land use plan" means to enact a new
34 comprehensive land use plan or to update an existing comprehensive
35 land use plan.

36 ((+2)) (3) "Affordable housing" means, unless the context
37 clearly indicates otherwise, residential housing whose monthly costs,
38 including utilities other than telephone, do not exceed thirty
39 percent of the monthly income of a household whose income is:

1 (a) For rental housing, sixty percent of the median household
2 income adjusted for household size, for the county where the
3 household is located, as reported by the United States department of
4 housing and urban development; or

5 (b) For owner-occupied housing, eighty percent of the median
6 household income adjusted for household size, for the county where
7 the household is located, as reported by the United States department
8 of housing and urban development.

9 ~~((+3+))~~ (4) "Agricultural land" means land primarily devoted to
10 the commercial production of horticultural, viticultural,
11 floricultural, dairy, apiary, vegetable, or animal products or of
12 berries, grain, hay, straw, turf, seed, Christmas trees not subject
13 to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish
14 in upland hatcheries, or livestock, and that has long-term commercial
15 significance for agricultural production.

16 ~~((+4+))~~ (5) "City" means any city or town, including a code city.

17 ~~((+5+))~~ (6) "Comprehensive land use plan," "comprehensive plan,"
18 or "plan" means a generalized coordinated land use policy statement
19 of the governing body of a county or city that is adopted pursuant to
20 this chapter.

21 ~~((+6+))~~ (7) "Cottage housing" means residential units on a lot
22 with a common open space that either: (a) Is owned in common; or (b)
23 has units owned as condominium units with property owned in common
24 and a minimum of 20 percent of the lot size as open space.

25 (8) "Courtyard apartments" means up to four attached dwelling
26 units arranged on two or three sides of a yard or court.

27 (9) "Critical areas" include the following areas and ecosystems:
28 (a) Wetlands; (b) areas with a critical recharging effect on aquifers
29 used for potable water; (c) fish and wildlife habitat conservation
30 areas; (d) frequently flooded areas; and (e) geologically hazardous
31 areas. "Fish and wildlife habitat conservation areas" does not
32 include such artificial features or constructs as irrigation delivery
33 systems, irrigation infrastructure, irrigation canals, or drainage
34 ditches that lie within the boundaries of and are maintained by a
35 port district or an irrigation district or company.

36 ~~((+7+))~~ (10) "Department" means the department of commerce.

37 ~~((+8+))~~ (11) "Development regulations" or "regulation" means the
38 controls placed on development or land use activities by a county or
39 city, including, but not limited to, zoning ordinances, critical
40 areas ordinances, shoreline master programs, official controls,

1 planned unit development ordinances, subdivision ordinances, and
2 binding site plan ordinances together with any amendments thereto. A
3 development regulation does not include a decision to approve a
4 project permit application, as defined in RCW 36.70B.020, even though
5 the decision may be expressed in a resolution or ordinance of the
6 legislative body of the county or city.

7 ~~((+9+))~~ (12) "Emergency housing" means temporary indoor
8 accommodations for individuals or families who are homeless or at
9 imminent risk of becoming homeless that is intended to address the
10 basic health, food, clothing, and personal hygiene needs of
11 individuals or families. Emergency housing may or may not require
12 occupants to enter into a lease or an occupancy agreement.

13 ~~((+10+))~~ (13) "Emergency shelter" means a facility that provides
14 a temporary shelter for individuals or families who are currently
15 homeless. Emergency shelter may not require occupants to enter into a
16 lease or an occupancy agreement. Emergency shelter facilities may
17 include day and warming centers that do not provide overnight
18 accommodations.

19 ~~((+11+))~~ (14) "Extremely low-income household" means a single
20 person, family, or unrelated persons living together whose adjusted
21 income is at or below thirty percent of the median household income
22 adjusted for household size, for the county where the household is
23 located, as reported by the United States department of housing and
24 urban development.

25 ~~((+12+))~~ (15) "Forestland" means land primarily devoted to
26 growing trees for long-term commercial timber production on land that
27 can be economically and practically managed for such production,
28 including Christmas trees subject to the excise tax imposed under RCW
29 84.33.100 through 84.33.140, and that has long-term commercial
30 significance. In determining whether forestland is primarily devoted
31 to growing trees for long-term commercial timber production on land
32 that can be economically and practically managed for such production,
33 the following factors shall be considered: (a) The proximity of the
34 land to urban, suburban, and rural settlements; (b) surrounding
35 parcel size and the compatibility and intensity of adjacent and
36 nearby land uses; (c) long-term local economic conditions that affect
37 the ability to manage for timber production; and (d) the availability
38 of public facilities and services conducive to conversion of
39 forestland to other uses.

1 ~~((13))~~ (16) "Freight rail dependent uses" means buildings and
2 other infrastructure that are used in the fabrication, processing,
3 storage, and transport of goods where the use is dependent on and
4 makes use of an adjacent short line railroad. Such facilities are
5 both urban and rural development for purposes of this chapter.
6 "Freight rail dependent uses" does not include buildings and other
7 infrastructure that are used in the fabrication, processing, storage,
8 and transport of coal, liquefied natural gas, or "crude oil" as
9 defined in RCW 90.56.010.

10 ~~((14))~~ (17) "Geologically hazardous areas" means areas that
11 because of their susceptibility to erosion, sliding, earthquake, or
12 other geological events, are not suited to the siting of commercial,
13 residential, or industrial development consistent with public health
14 or safety concerns.

15 ~~((15))~~ (18) "Long-term commercial significance" includes the
16 growing capacity, productivity, and soil composition of the land for
17 long-term commercial production, in consideration with the land's
18 proximity to population areas, and the possibility of more intense
19 uses of the land.

20 ~~((16))~~ (19) "Low-income household" means a single person,
21 family, or unrelated persons living together whose adjusted income is
22 at or below eighty percent of the median household income adjusted
23 for household size, for the county where the household is located, as
24 reported by the United States department of housing and urban
25 development.

26 ~~((17))~~ (20) "Major transit stop" means:

27 (a) A stop on a high capacity transportation system funded or
28 expanded under the provisions of chapter 81.104 RCW;

29 (b) Commuter rail stops;

30 (c) Stops on rail or fixed guideway systems; or

31 (d) Stops on bus rapid transit routes.

32 (21) "Middle housing" means buildings that are compatible in
33 scale, form, and character with single-family houses and contain two
34 or more attached, stacked, or clustered homes including duplexes,
35 triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked
36 flats, courtyard apartments, and cottage housing.

37 (22) "Minerals" include gravel, sand, and valuable metallic
38 substances.

39 ~~((18))~~ (23) "Moderate-income household" means a single person,
40 family, or unrelated persons living together whose adjusted income is

1 at or below 120 percent of the median household income adjusted for
2 household size, for the county where the household is located, as
3 reported by the United States department of housing and urban
4 development.

5 ~~((+19+))~~ (24) "Permanent supportive housing" is subsidized,
6 leased housing with no limit on length of stay that prioritizes
7 people who need comprehensive support services to retain tenancy and
8 utilizes admissions practices designed to use lower barriers to entry
9 than would be typical for other subsidized or unsubsidized rental
10 housing, especially related to rental history, criminal history, and
11 personal behaviors. Permanent supportive housing is paired with on-
12 site or off-site voluntary services designed to support a person
13 living with a complex and disabling behavioral health or physical
14 health condition who was experiencing homelessness or was at imminent
15 risk of homelessness prior to moving into housing to retain their
16 housing and be a successful tenant in a housing arrangement, improve
17 the resident's health status, and connect the resident of the housing
18 with community-based health care, treatment, or employment services.
19 Permanent supportive housing is subject to all of the rights and
20 responsibilities defined in chapter 59.18 RCW.

21 ~~((+20+))~~ (25) "Public facilities" include streets, roads,
22 highways, sidewalks, street and road lighting systems, traffic
23 signals, domestic water systems, storm and sanitary sewer systems,
24 parks and recreational facilities, and schools.

25 ~~((+21+))~~ (26) "Public services" include fire protection and
26 suppression, law enforcement, public health, education, recreation,
27 environmental protection, and other governmental services.

28 ~~((+22+))~~ (27) "Recreational land" means land so designated under
29 RCW 36.70A.1701 and that, immediately prior to this designation, was
30 designated as agricultural land of long-term commercial significance
31 under RCW 36.70A.170. Recreational land must have playing fields and
32 supporting facilities existing before July 1, 2004, for sports played
33 on grass playing fields.

34 ~~((+23+))~~ (28) "Rural character" refers to the patterns of land
35 use and development established by a county in the rural element of
36 its comprehensive plan:

37 (a) In which open space, the natural landscape, and vegetation
38 predominate over the built environment;

39 (b) That foster traditional rural lifestyles, rural-based
40 economies, and opportunities to both live and work in rural areas;

1 (c) That provide visual landscapes that are traditionally found
2 in rural areas and communities;

3 (d) That are compatible with the use of the land by wildlife and
4 for fish and wildlife habitat;

5 (e) That reduce the inappropriate conversion of undeveloped land
6 into sprawling, low-density development;

7 (f) That generally do not require the extension of urban
8 governmental services; and

9 (g) That are consistent with the protection of natural surface
10 water flows and groundwater and surface water recharge and discharge
11 areas.

12 ~~((+24+))~~ (29) "Rural development" refers to development outside
13 the urban growth area and outside agricultural, forest, and mineral
14 resource lands designated pursuant to RCW 36.70A.170. Rural
15 development can consist of a variety of uses and residential
16 densities, including clustered residential development, at levels
17 that are consistent with the preservation of rural character and the
18 requirements of the rural element. Rural development does not refer
19 to agriculture or forestry activities that may be conducted in rural
20 areas.

21 ~~((+25+))~~ (30) "Rural governmental services" or "rural services"
22 include those public services and public facilities historically and
23 typically delivered at an intensity usually found in rural areas, and
24 may include domestic water systems~~((7))~~ and fire and police
25 protection services~~((, transportation and public transit services,~~
26 ~~and other public utilities))~~ associated with rural development and
27 normally not associated with urban areas. Rural services do not
28 include storm or sanitary sewers, except as otherwise authorized by
29 RCW 36.70A.110(4).

30 ~~((+26+))~~ (31) "Short line railroad" means those railroad lines
31 designated class II or class III by the United States surface
32 transportation board.

33 ~~((+27+))~~ (32) "Single-family zones" means those zones where
34 single-family detached housing is the predominant land use.

35 (33) "Stacked flat" means dwelling units in a residential
36 building of no more than three stories on a residential zoned lot in
37 which each floor may be separately rented or owned.

38 (34) "Townhouses" means buildings that contain three or more
39 attached single-family dwelling units that extend from foundation to
40 roof and that have a yard or public way on not less than two sides.

1 (35) "Urban governmental services" or "urban services" include
2 those public services and public facilities at an intensity
3 historically and typically provided in cities, specifically including
4 storm and sanitary sewer systems, domestic water systems, street
5 cleaning services, fire and police protection services, public
6 transit services, and other public utilities associated with urban
7 areas and normally not associated with rural areas.

8 ~~((+28+))~~ (36) "Urban growth" refers to growth that makes
9 intensive use of land for the location of buildings, structures, and
10 impermeable surfaces to such a degree as to be incompatible with the
11 primary use of land for the production of food, other agricultural
12 products, or fiber, or the extraction of mineral resources, rural
13 uses, rural development, and natural resource lands designated
14 pursuant to RCW 36.70A.170. A pattern of more intensive rural
15 development, as provided in RCW 36.70A.070(5)(d), is not urban
16 growth. When allowed to spread over wide areas, urban growth
17 typically requires urban governmental services. "Characterized by
18 urban growth" refers to land having urban growth located on it, or to
19 land located in relationship to an area with urban growth on it as to
20 be appropriate for urban growth.

21 ~~((+29+))~~ (37) "Urban growth areas" means those areas designated
22 by a county pursuant to RCW 36.70A.110.

23 ~~((+30+))~~ (38) "Very low-income household" means a single person,
24 family, or unrelated persons living together whose adjusted income is
25 at or below fifty percent of the median household income adjusted for
26 household size, for the county where the household is located, as
27 reported by the United States department of housing and urban
28 development.

29 ~~((+31+))~~ (39) "Wetland" or "wetlands" means areas that are
30 inundated or saturated by surface water or groundwater at a frequency
31 and duration sufficient to support, and that under normal
32 circumstances do support, a prevalence of vegetation typically
33 adapted for life in saturated soil conditions. Wetlands generally
34 include swamps, marshes, bogs, and similar areas. Wetlands do not
35 include those artificial wetlands intentionally created from
36 nonwetland sites, including, but not limited to, irrigation and
37 drainage ditches, grass-lined swales, canals, detention facilities,
38 wastewater treatment facilities, farm ponds, and landscape amenities,
39 or those wetlands created after July 1, 1990, that were
40 unintentionally created as a result of the construction of a road,

street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas created to mitigate conversion of wetlands.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A RCW to read as follows:

(1) Except as provided in subsection (4) of this section, any city that is required or chooses to plan under RCW 36.70A.040 must provide by ordinance and incorporate into its development regulations, zoning regulations, and other official controls, authorization for the following:

(a) For cities with a population of at least 25,000 but less than 75,000 based on office of financial management population estimates:

(i) The development of at least two units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies;

(ii) The development of at least four units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, within one-quarter mile walking distance of a major transit stop; and

(iii) The development of at least four units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, if at least one unit is affordable housing.

(b) For cities with a population of at least 75,000 based on office of financial management population estimates:

(i) The development of at least four units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies;

(ii) The development of at least six units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, within one-quarter mile walking distance of a major transit stop; and

(iii) The development of at least six units per lot on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, if at least two units are affordable housing.

(c) For cities with a population of less than 25,000, that are within a contiguous urban growth area with the largest city in a county with a population of more than 275,000, based on office of

1 financial management population estimates the development of at least
2 two units per lot on all lots zoned predominantly for residential
3 use, unless zoning permitting higher densities or intensities
4 applies.

5 (2)(a) To qualify for the additional units allowed under
6 subsection (1) of this section, the applicant must commit to renting
7 or selling the required number of units as affordable housing. The
8 units must be maintained as affordable for a term of at least 50
9 years, and the property must satisfy that commitment and all required
10 affordability and income eligibility conditions adopted by the local
11 government under this chapter. A city must require the applicant to
12 record a covenant or deed restriction that ensures the continuing
13 rental of units subject to these affordability requirements
14 consistent with the conditions in chapter 84.14 RCW for a period of
15 no less than 50 years. The covenant or deed restriction must also
16 address criteria and policies to maintain public benefit if the
17 property is converted to a use other than which continues to provide
18 for permanently affordable housing.

19 (b) The units dedicated as affordable must be provided in a range
20 of sizes comparable to other units in the development. To the extent
21 practicable, the number of bedrooms in affordable units must be in
22 the same proportion as the number of bedrooms in units within the
23 entire development. The affordable units must generally be
24 distributed throughout the development and have substantially the
25 same functionality as the other units in the development.

26 (c) If a city has enacted a program under RCW 36.70A.540, the
27 terms of that program govern to the extent they vary from the
28 requirements of this subsection.

29 (3) If a city has enacted a program under RCW 36.70A.540,
30 subsection (1) of this section does not preclude the city from
31 requiring any development, including development described in
32 subsection (1) of this section, to provide affordable housing, either
33 on-site or through an in-lieu payment, nor limit the city's ability
34 to expand such a program or modify its requirements.

35 (4)(a) As an alternative to the density requirements in
36 subsection (1) of this section, a city may implement the density
37 requirements in subsection (1) of this section for at least 75
38 percent of lots in the city that are primarily dedicated to single-
39 family detached housing units.

1 (b) The 25 percent of lots for which the requirements of
2 subsection (1) of this section are not implemented must include but
3 are not limited to:

4 (i) Any areas within the city for which the department has
5 certified an extension of the implementation timelines under section
6 5 of this act due to the risk of displacement;

7 (ii) Any areas within the city for which the department has
8 certified an extension of the implementation timelines under section
9 7 of this act due to a lack of infrastructure capacity;

10 (iii) Any lots designated with critical areas or their buffers
11 that are exempt from the density requirements as provided in
12 subsection (8) of this section;

13 (iv) Any portion of a city within a one-mile radius of a
14 commercial airport with at least 9,000,000 annual enplanements that
15 is exempt from the parking requirements under subsection (7)(b) of
16 this section; and

17 (v) Any areas subject to sea level rise, increased flooding,
18 susceptible to wildfires, or geological hazards over the next 100
19 years.

20 (c) Unless identified as at higher risk of displacement under RCW
21 36.70A.070(2)(g), the 25 percent of lots for which the requirements
22 of subsection (1) of this section are not implemented may not
23 include:

24 (i) Any areas for which the exclusion would further racially
25 disparate impacts or result in zoning with a discriminatory effect;

26 (ii) Any areas within one-half mile walking distance of a major
27 transit stop; or

28 (iii) Any areas historically covered by a covenant or deed
29 restriction excluding racial minorities from owning property or
30 living in the area, as known to the city at the time of each
31 comprehensive plan update.

32 (5) A city must allow at least six of the nine types of middle
33 housing to achieve the unit density required in subsection (1) of
34 this section. A city may allow accessory dwelling units to achieve
35 the unit density required in subsection (1) of this section. Cities
36 are not required to allow accessory dwelling units or middle housing
37 types beyond the density requirements in subsection (1) of this
38 section. A city must also allow zero lot line short subdivision where
39 the number of lots created is equal to the unit density required in
40 subsection (1) of this section.

(6) Any city subject to the requirements of this section:

(a) If applying design review for middle housing, only administrative design review shall be required;

(b) Except as provided in (a) of this subsection, shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences, including, but not limited to, set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements to ensure compliance with existing ordinances intended to protect critical areas and public health and safety;

(c) Shall apply to middle housing the same development permit and environmental review processes that apply to detached single-family residences, unless otherwise required by state law including, but not limited to, shoreline regulations under chapter 90.58 RCW, building codes under chapter 19.27 RCW, energy codes under chapter 19.27A RCW, or electrical codes under chapter 19.28 RCW;

(d) Shall not require off-street parking as a condition of permitting development of middle housing within one-half mile walking distance of a major transit stop;

(e) Shall not require more than one off-street parking space per unit as a condition of permitting development of middle housing on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits;

(f) Shall not require more than two off-street parking spaces per unit as a condition of permitting development of middle housing on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits; and

(g) Are not required to achieve the per unit density under this act on lots after subdivision below 1,000 square feet unless the city chooses to enact smaller allowable lot sizes.

(7) The provisions of subsection (6)(d) through (f) of this section do not apply:

(a) If a local government submits to the department an empirical study prepared by a credentialed transportation or land use planning expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of subsection (6)(d) through (f) of this section for middle housing will be significantly less safe for vehicle drivers or passengers,

1 pedestrians, or bicyclists than if the jurisdiction's parking
2 requirements were applied to the same location for the same number of
3 detached houses. The department must develop guidance to assist
4 cities on items to include in the study; or

5 (b) To portions of cities within a one-mile radius of a
6 commercial airport in Washington with at least 9,000,000 annual
7 enplanements.

8 (8) The provisions of this section do not apply to:

9 (a) Lots designated with critical areas designated under RCW
10 36.70A.170 or their buffers as required by RCW 36.70A.170;

11 (b) A watershed serving a reservoir for potable water if that
12 watershed is or was listed, as of the effective date of this section,
13 as impaired or threatened under section 303(d) of the federal clean
14 water act (33 U.S.C. Sec. 1313(d)); or

15 (c) Lots that have been designated urban separators by countywide
16 planning policies as of the effective date of this section.

17 (9) Nothing in this section prohibits a city from permitting
18 detached single-family residences.

19 (10) Nothing in this section requires a city to issue a building
20 permit if other federal, state, and local requirements for a building
21 permit are not met.

22 (11) A city must comply with the requirements of this section on
23 the latter of:

24 (a) Six months after its next periodic comprehensive plan update
25 required under RCW 36.70A.130 if the city meets the population
26 threshold based on the 2020 office of financial management population
27 data; or

28 (b) 12 months after their next implementation progress report
29 required under RCW 36.70A.130 after a determination by the office of
30 financial management that the city has reached a population threshold
31 established under this section.

32 (12) A city complying with this section and not granted a
33 timeline extension under section 7 of this act does not have to
34 update its capital facilities plan element required by RCW
35 36.70A.070(3) to accommodate the increased housing required by this
36 act until the first periodic comprehensive plan update required for
37 the city under RCW 36.70A.130(5) that occurs on or after June 30,
38 2034.

1 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A
2 RCW to read as follows:

3 (1)(a) The department is directed to provide technical assistance
4 to cities as they implement the requirements under section 3 of this
5 act.

6 (b) The department shall prioritize such technical assistance to
7 cities demonstrating the greatest need.

8 (2)(a) The department shall publish model middle housing
9 ordinances no later than six months following the effective date of
10 this section.

11 (b) In any city subject to section 3 of this act that has not
12 passed ordinances, regulations, or other official controls within the
13 time frames provided under section 3(11) of this act, the model
14 ordinance supersedes, preempts, and invalidates local development
15 regulations until the city takes all actions necessary to implement
16 section 3 of this act.

17 (3)(a) The department is directed to establish a process by which
18 cities implementing the requirements of section 3 of this act may
19 seek approval of alternative local action necessary to meet the
20 requirements of this act.

21 (b) The department may approve actions under this section for
22 cities that have, by January 1, 2023, adopted a comprehensive plan
23 that is substantially similar to the requirements of this act and
24 have adopted, or within one year of the effective date of this
25 section adopts, permanent development regulations that are
26 substantially similar to the requirements of this act. In determining
27 whether a city's adopted comprehensive plan and permanent development
28 regulations are substantially similar, the department must find as
29 substantially similar plans and regulations that:

30 (i) Result in an overall increase in housing units allowed in
31 single-family zones that is at least 75 percent of the increase in
32 housing units allowed in single-family zones if the specific
33 provisions of this act were adopted;

34 (ii) Allow for middle housing throughout the city, rather than
35 just in targeted locations; and

36 (iii) Allow for additional density near major transit stops, and
37 for projects that incorporate dedicated affordable housing.

38 (c) The department may also approve actions under this section
39 for cities that have, by January 1, 2023, adopted a comprehensive
40 plan or development regulations that have significantly reduced or

1 eliminated residentially zoned areas that are predominantly single
2 family. The department must find that a city's actions are
3 substantially similar to the requirements of this act if they have
4 adopted, or within one year of the effective date of this section
5 adopts, permanent development regulations that:

6 (i) Result in an overall increase in housing units allowed in
7 single-family zones that is at least 75 percent of the increase in
8 housing units allowed in single-family zones if the specific
9 provisions of this act were adopted;

10 (ii) Allow for middle housing throughout the city, rather than
11 just in targeted locations; and

12 (iii) Allow for additional density near major transit stops, and
13 for projects that incorporate dedicated affordable housing.

14 (d) The department may determine that a comprehensive plan and
15 development regulations that do not meet these criteria are otherwise
16 substantially similar to the requirements of this act if the city can
17 clearly demonstrate that the regulations adopted will allow for a
18 greater increase in middle housing production within single family
19 zones than would be allowed through implementation of section 3 of
20 this act.

21 (e) Any local actions approved by the department pursuant to (a)
22 of this subsection to implement the requirements under section 3 of
23 this act are exempt from appeals under this chapter and chapter
24 43.21C RCW.

25 (f) The department's final decision to approve or reject actions
26 by cities implementing section 3 of this act may be appealed to the
27 growth management hearings board by filing a petition as provided in
28 RCW 36.70A.290.

29 (4) The department may issue guidance for local jurisdictions to
30 ensure that the levels of middle housing zoning under this act can be
31 integrated with the methods used by cities to calculate zoning
32 densities and intensities in local zoning and development
33 regulations.

34 NEW SECTION. **Sec. 5.** A new section is added to chapter 36.70A
35 RCW to read as follows:

36 Any city choosing the alternative density requirements in section
37 3(4) of this act may apply to the department for, and the department
38 may certify, an extension for areas at risk of displacement as
39 determined by the antidisplacement analysis that a jurisdiction is

1 required to complete under RCW 36.70A.070(2). The city must create a
2 plan for implementing antidisplacement policies by their next
3 implementation progress report required by RCW 36.70A.130(9). The
4 department may certify one further extension based on evidence of
5 significant ongoing displacement risk in the impacted area.

6 **Sec. 6.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
7 read as follows:

8 (1) The growth management hearings board shall hear and determine
9 only those petitions alleging either:

10 (a) That, except as provided otherwise by this subsection, a
11 state agency, county, or city planning under this chapter is not in
12 compliance with the requirements of this chapter, chapter 90.58 RCW
13 as it relates to the adoption of shoreline master programs or
14 amendments thereto, or chapter 43.21C RCW as it relates to plans,
15 development regulations, or amendments, adopted under RCW 36.70A.040
16 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
17 to hear petitions alleging noncompliance with RCW 36.70A.5801;

18 (b) That the twenty-year growth management planning population
19 projections adopted by the office of financial management pursuant to
20 RCW 43.62.035 should be adjusted;

21 (c) That the approval of a work plan adopted under RCW
22 36.70A.735(1)(a) is not in compliance with the requirements of the
23 program established under RCW 36.70A.710;

24 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
25 regionally applicable and cannot be adopted, wholly or partially, by
26 another jurisdiction; ((or))

27 (e) That a department certification under RCW 36.70A.735(1)(c) is
28 erroneous; or

29 (f) That the department's final decision to approve or reject
30 actions by a city implementing section 3 of this act is clearly
31 erroneous.

32 (2) A petition may be filed only by: (a) The state, or a county
33 or city that plans under this chapter; (b) a person who has
34 participated orally or in writing before the county or city regarding
35 the matter on which a review is being requested; (c) a person who is
36 certified by the governor within sixty days of filing the request
37 with the board; or (d) a person qualified pursuant to RCW 34.05.530.

38 (3) For purposes of this section "person" means any individual,
39 partnership, corporation, association, state agency, governmental

1 subdivision or unit thereof, or public or private organization or
2 entity of any character.

3 (4) To establish participation standing under subsection (2)(b)
4 of this section, a person must show that his or her participation
5 before the county or city was reasonably related to the person's
6 issue as presented to the board.

7 (5) When considering a possible adjustment to a growth management
8 planning population projection prepared by the office of financial
9 management, the board shall consider the implications of any such
10 adjustment to the population forecast for the entire state.

11 The rationale for any adjustment that is adopted by the board
12 must be documented and filed with the office of financial management
13 within ten working days after adoption.

14 If adjusted by the board, a county growth management planning
15 population projection shall only be used for the planning purposes
16 set forth in this chapter and shall be known as the "board adjusted
17 population projection." None of these changes shall affect the
18 official state and county population forecasts prepared by the office
19 of financial management, which shall continue to be used for state
20 budget and planning purposes.

21 NEW SECTION. **Sec. 7.** A new section is added to chapter 36.70A
22 RCW to read as follows:

23 (1) Any city choosing the alternative density requirements in
24 section 3(4) of this act may apply to the department for, and the
25 department may certify, an extension of the implementation timelines
26 established under section 3(11) of this act.

27 (2) An extension certified under this section may be applied only
28 to specific areas where a city can demonstrate that water, sewer,
29 stormwater, transportation infrastructure, including facilities and
30 transit services, or fire protection services lack capacity to
31 accommodate the density required in section 3 of this act, and the
32 city has:

33 (a) Included one or more improvements, as needed, within its
34 capital facilities plan to adequately increase capacity; or

35 (b) Identified which special district is responsible for
36 providing the necessary infrastructure if the infrastructure is
37 provided by a special purpose district.

38 (3) If an extension of the implementation timelines is requested
39 due to lack of water supply from the city or the purveyors who serve

1 water within the city, the department's evaluation of the extension
2 must be based on the applicable water system plans in effect and
3 approved by the department of health. Water system plan updates
4 initiated after the effective date of this section must include
5 consideration of water supply requirements for middle housing types.

6 (4) An extension granted under this section remains in effect
7 until the earliest of:

8 (a) The infrastructure is improved to accommodate the capacity;

9 (b) The city's deadline to complete its next periodic
10 comprehensive plan update under RCW 36.70A.130; or

11 (c) The city's deadline to complete its implementation progress
12 report to the department as required under RCW 36.70A.130(9).

13 (5) A city that has received an extension under this section may
14 reapply for any needed extension with its next periodic comprehensive
15 plan update under RCW 36.70A.130 or its implementation progress
16 report to the department under RCW 36.70A.130(9). The application for
17 an additional extension must include a list of infrastructure
18 improvements necessary to meet the capacity required in section 3 of
19 this act. Such additional extension must only be to address
20 infrastructure deficiency that a city is not reasonably able to
21 address within the first extension.

22 (6) The department may establish by rule any standards or
23 procedures necessary to implement this section.

24 (7) The department must provide the legislature with a list of
25 projects identified in a city's capital facilities plan that were the
26 basis for the extension under this section, including planning level
27 estimates. Additionally, the city must contact special purpose
28 districts to identify additional projects associated with extensions
29 under this section.

30 (8) A city granted an extension for a specific area must allow
31 development as provided under section 3 of this act if the developer
32 commits to providing the necessary water, sewer, or stormwater
33 infrastructure.

34 (9) If an area zoned predominantly for residential use is
35 currently served only by private wells, group B water systems or
36 group A water systems with less than 50 connections, or a city or
37 water providers within the city do not have an adequate water supply
38 or available connections to serve the zoning increase required under
39 section 3 of this act, the city may limit the areas subject to the
40 requirements under section 3 of this act to match current water

1 availability. Nothing in this act affects or modifies the
2 responsibilities of cities to plan for or provide urban governmental
3 services as defined in RCW 36.70A.030 or affordable housing as
4 required by RCW 36.70A.070.

5 (10) No city shall approve a building permit for housing under
6 section 3 of this act without compliance with the adequate water
7 supply requirements of RCW 19.27.097.

8 (11) If an area zoned predominantly for residential use is
9 currently served only by on-site sewage systems, development may be
10 limited to two units per lot, until either the landowner or local
11 government provides sewer service or demonstrates a sewer system will
12 serve the development at the time of construction. Nothing in this
13 act affects or modifies the responsibilities of cities to plan for or
14 provide urban governmental services as defined in RCW 36.70A.030.

15 **Sec. 8.** RCW 43.21C.495 and 2022 c 246 s 3 are each amended to
16 read as follows:

17 (1) Adoption of ordinances, development regulations and
18 amendments to such regulations, and other nonproject actions taken by
19 a city to implement: The actions specified in section 2, chapter 246,
20 Laws of 2022 unless the adoption of such ordinances, development
21 regulations and amendments to such regulations, or other nonproject
22 actions has a probable significant adverse impact on fish habitat;
23 and the increased residential building capacity actions identified in
24 RCW 36.70A.600(1), with the exception of the action specified in RCW
25 36.70A.600(1)(f), are not subject to administrative or judicial
26 appeals under this chapter.

27 (2) Amendments to development regulations and other nonproject
28 actions taken by a city to implement the requirements under section 3
29 of this act pursuant to section 4(3)(b) of this act are not subject
30 to administrative or judicial appeals under this chapter.

31 **Sec. 9.** RCW 43.21C.450 and 2012 1st sp.s. c 1 s 307 are each
32 amended to read as follows:

33 The following nonproject actions are categorically exempt from
34 the requirements of this chapter:

35 (1) Amendments to development regulations that are required to
36 ensure consistency with an adopted comprehensive plan pursuant to RCW
37 36.70A.040, where the comprehensive plan was previously subjected to
38 environmental review pursuant to this chapter and the impacts

1 associated with the proposed regulation were specifically addressed
2 in the prior environmental review;

3 (2) Amendments to development regulations that are required to
4 ensure consistency with a shoreline master program approved pursuant
5 to RCW 90.58.090, where the shoreline master program was previously
6 subjected to environmental review pursuant to this chapter and the
7 impacts associated with the proposed regulation were specifically
8 addressed in the prior environmental review;

9 (3) Amendments to development regulations that, upon
10 implementation of a project action, will provide increased
11 environmental protection, limited to the following:

12 (a) Increased protections for critical areas, such as enhanced
13 buffers or setbacks;

14 (b) Increased vegetation retention or decreased impervious
15 surface areas in shoreline jurisdiction; and

16 (c) Increased vegetation retention or decreased impervious
17 surface areas in critical areas;

18 (4) Amendments to technical codes adopted by a county, city, or
19 town to ensure consistency with minimum standards contained in state
20 law, including the following:

21 (a) Building codes required by chapter 19.27 RCW;

22 (b) Energy codes required by chapter 19.27A RCW; and

23 (c) Electrical codes required by chapter 19.28 RCW.

24 (5) Amendments to development regulations to remove requirements
25 for parking from development proposed to fill in an urban growth area
26 designated according to RCW 36.70A.110.

27 NEW SECTION. Sec. 10. A new section is added to chapter 64.34
28 RCW to read as follows:

29 A declaration created after the effective date of this section
30 and applicable to an area within a city subject to the middle housing
31 requirements in section 3 of this act may not actively or effectively
32 prohibit the construction, development, or use of additional housing
33 units as required in section 3 of this act.

34 NEW SECTION. Sec. 11. A new section is added to chapter 64.32
35 RCW to read as follows:

36 A declaration created after the effective date of this section
37 and applicable to an association of apartment owners located within
38 an area of a city subject to the middle housing requirements in

1 section 3 of this act may not actively or effectively prohibit the
2 construction, development, or use of additional housing units as
3 required in section 3 of this act.

4 NEW SECTION. **Sec. 12.** A new section is added to chapter 64.38
5 RCW to read as follows:

6 Governing documents of associations within cities subject to the
7 middle housing requirements in section 3 of this act that are created
8 after the effective date of this section may not actively or
9 effectively prohibit the construction, development, or use of
10 additional housing units as required in section 3 of this act.

11 NEW SECTION. **Sec. 13.** A new section is added to chapter 64.90
12 RCW to read as follows:

13 Declarations and governing documents of a common interest
14 community within cities subject to the middle housing requirements in
15 section 3 of this act that are created after the effective date of
16 this section may not actively or effectively prohibit the
17 construction, development, or use of additional housing units as
18 required in section 3 of this act.

19 NEW SECTION. **Sec. 14.** The department of commerce may establish
20 by rule any standards or procedures necessary to implement sections 2
21 through 7 of this act.

22 NEW SECTION. **Sec. 15.** If specific funding for the purposes of
23 this act, referencing this act by bill or chapter number, is not
24 provided by June 30, 2023, in the omnibus appropriations act, this
25 act is null and void.

--- END ---

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1337

68th Legislature
2023 Regular Session

Passed by the House April 14, 2023
Yeas 85 Nays 11

**Speaker of the House of
Representatives**

Passed by the Senate April 6, 2023
Yeas 39 Nays 7

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 1337** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 1337

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Representatives Gregerson, Barkis, Berry, Christian, Duerr, Fitzgibbon, Taylor, Ramel, Reeves, Simmons, Walen, Graham, Bateman, Reed, Lekanoff, Doglio, Tharinger, Cortes, Macri, and Stonier

Read first time 01/16/23. Referred to Committee on Housing.

1 AN ACT Relating to expanding housing options by easing barriers
2 to the construction and use of accessory dwelling units; amending RCW
3 36.70A.696, 43.21C.495, and 36.70A.280; adding new sections to
4 chapter 36.70A RCW; adding a new section to chapter 64.34 RCW; adding
5 a new section to chapter 64.32 RCW; adding a new section to chapter
6 64.38 RCW; adding a new section to chapter 64.90 RCW; creating a new
7 section; and repealing RCW 35.63.210, 35A.63.230, 36.70A.400,
8 36.70.677, and 43.63A.215.

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

10 NEW SECTION. **Sec. 1.** (1) The legislature makes the following
11 findings:

12 (a) Washington state is experiencing a housing affordability
13 crisis. Many communities across the state are in need of more housing
14 for renters across the income spectrum.

15 (b) Many cities dedicate the majority of residentially zoned land
16 to single detached houses that are increasingly financially out of
17 reach for many households. Due to their smaller size, accessory
18 dwelling units can provide a more affordable housing option in those
19 single-family zones.

20 (c) Localities can start to correct for historic economic and
21 racial exclusion in single-family zones by opening up these

1 neighborhoods to more diverse housing types, including accessory
2 dwelling units, that provide lower cost homes. Increasing housing
3 options in expensive, high-opportunity neighborhoods will give more
4 families access to schools, parks, and other public amenities
5 otherwise accessible to only the wealthy.

6 (d) Accessory dwelling units are frequently rented below market
7 rate, providing additional affordable housing options for renters.

8 (e) Accessory dwelling units can also help to provide housing for
9 very low-income households. More than 10 percent of accessory
10 dwelling units in some areas are occupied by tenants who pay no rent
11 at all; among these tenants are grandparents, adult children, family
12 members with disabilities, friends going through life transitions,
13 and community members in need. Accessory dwelling units meet the
14 needs of these people who might otherwise require subsidized housing
15 space and resources.

16 (f) Accessory dwelling units can meet the needs of Washington's
17 growing senior population, making it possible for this population to
18 age in their communities by offering senior-friendly housing, which
19 prioritizes physical accessibility, in walkable communities near
20 amenities essential to successful aging in place, including transit
21 and grocery stores, without requiring costly renovations of existing
22 housing stock.

23 (g) Homeowners who add an accessory dwelling unit may benefit
24 from added income and an increased sense of security.

25 (h) Accessory dwelling units provide environmental benefits. On
26 average they are more energy efficient than single detached houses,
27 and they incentivize adaptive reuse of existing homes and materials.

28 (i) Siting accessory dwelling units near transit hubs, employment
29 centers, and public amenities can help to reduce greenhouse gas
30 emissions by increasing walkability, shortening household commutes,
31 and curtailing sprawl.

32 (2) The legislature intends to promote and encourage the creation
33 of accessory dwelling units as a means to address the need for
34 additional affordable housing options.

35 **Sec. 2.** RCW 36.70A.696 and 2021 c 306 s 2 are each amended to
36 read as follows:

37 The definitions in this section apply throughout RCW 36.70A.697
38 ~~((and)),~~ 36.70A.698, and sections 3 and 4 of this act unless the
39 context clearly requires otherwise.

1 (1) "Accessory dwelling unit" means a dwelling unit located on
2 the same lot as a single-family housing unit, duplex, triplex,
3 townhome, or other housing unit.

4 (2) "Attached accessory dwelling unit" means an accessory
5 dwelling unit located within or attached to a single-family housing
6 unit, duplex, triplex, townhome, or other housing unit.

7 (3) "City" means any city, code city, and town located in a
8 county planning under RCW 36.70A.040.

9 (4) "County" means any county planning under RCW 36.70A.040.

10 (5) "Detached accessory dwelling unit" means an accessory
11 dwelling unit that consists partly or entirely of a building that is
12 separate and detached from a single-family housing unit, duplex,
13 triplex, townhome, or other housing unit and is on the same property.

14 (6) "Dwelling unit" means a residential living unit that provides
15 complete independent living facilities for one or more persons and
16 that includes permanent provisions for living, sleeping, eating,
17 cooking, and sanitation.

18 (7) "Gross floor area" means the interior habitable area of a
19 dwelling unit including basements and attics but not including a
20 garage or accessory structure.

21 (8) "Major transit stop" means:

22 (a) A stop on a high capacity transportation system funded or
23 expanded under the provisions of chapter 81.104 RCW;

24 (b) Commuter rail stops;

25 (c) Stops on rail or fixed guideway systems, including
26 transitways;

27 (d) Stops on bus rapid transit routes or routes that run on high
28 occupancy vehicle lanes; or

29 (e) Stops for a bus or other transit mode providing actual fixed
30 route service at intervals of at least fifteen minutes for at least
31 five hours during the peak hours of operation on weekdays.

32 ~~((+8))~~ (9) "Owner" means any person who has at least 50 percent
33 ownership in a property on which an accessory dwelling unit is
34 located.

35 ~~((+9))~~ (10) "Principal unit" means the single-family housing
36 unit, duplex, triplex, townhome, or other housing unit located on the
37 same lot as an accessory dwelling unit.

38 (11) "Short-term rental" means a lodging use, that is not a hotel
39 or motel or bed and breakfast, in which a dwelling unit, or portion

thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A RCW to read as follows:

(1)(a) Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of section 4 of this act, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.

(b) In any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under this section, the requirements of this section and section 4 of this act supersede, preempt, and invalidate any conflicting local development regulations.

(2) Ordinances, development regulations, and other official controls adopted or amended pursuant to this section and section 4 of this act must only apply in the portions of towns, cities, and counties that are within urban growth areas designated under this chapter.

(3) Any action taken by a city or county to comply with the requirements of this section or section 4 of this act is not subject to legal challenge under this chapter or chapter 43.21C RCW.

(4) Nothing in this section or section 4 of this act requires or authorizes a city or county to authorize the construction of an accessory dwelling unit in a location where development is restricted under other laws, rules, or ordinances as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.

(5) Nothing in this section or in section 4 of this act prohibits a city or county from:

(a) Restricting the use of accessory dwelling units for short-term rentals;

(b) Applying public health, safety, building code, and environmental permitting requirements to an accessory dwelling unit that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;

(c) Applying generally applicable development regulations to the construction of an accessory unit, except when the application of

1 such regulations would be contrary to this section or to section 4 of
2 this act;

3 (d) Prohibiting the construction of accessory dwelling units on
4 lots that are not connected to or served by public sewers; or

5 (e) Prohibiting or restricting the construction of accessory
6 dwelling units in residential zones with a density of one dwelling
7 unit per acre or less that are within areas designated as wetlands,
8 fish and wildlife habitats, flood plains, or geologically hazardous
9 areas.

10 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A
11 RCW to read as follows:

12 (1) In addition to ordinances, development regulations, and other
13 official controls adopted or amended to comply with this section and
14 section 3 of this act, a city or county must comply with all of the
15 following policies:

16 (a) The city or county may not assess impact fees on the
17 construction of accessory dwelling units that are greater than 50
18 percent of the impact fees that would be imposed on the principal
19 unit;

20 (b) The city or county may not require the owner of a lot on
21 which there is an accessory dwelling unit to reside in or occupy the
22 accessory dwelling unit or another housing unit on the same lot;

23 (c) The city or county must allow at least two accessory dwelling
24 units on all lots that are located in all zoning districts within an
25 urban growth area that allow for single-family homes in the following
26 configurations:

27 (i) One attached accessory dwelling unit and one detached
28 accessory dwelling unit;

29 (ii) Two attached accessory dwelling units; or

30 (iii) Two detached accessory dwelling units, which may be
31 comprised of either one or two detached structures;

32 (d) The city or county must permit accessory dwelling units in
33 structures detached from the principal unit;

34 (e) The city or county must allow an accessory dwelling unit on
35 any lot that meets the minimum lot size required for the principal
36 unit;

37 (f) The city or county may not establish a maximum gross floor
38 area requirement for accessory dwelling units that is less than 1,000
39 square feet;

1 (g) The city or county may not establish roof height limits on an
2 accessory dwelling unit of less than 24 feet, unless the height
3 limitation that applies to the principal unit is less than 24 feet,
4 in which case a city or county may not impose roof height limitation
5 on accessory dwelling units that is less than the height limitation
6 that applies to the principal unit;

7 (h) A city or county may not impose setback requirements, yard
8 coverage limits, tree retention mandates, restrictions on entry door
9 locations, aesthetic requirements, or requirements for design review
10 for accessory dwelling units that are more restrictive than those for
11 principal units;

12 (i) A city or county must allow detached accessory dwelling units
13 to be sited at a lot line if the lot line abuts a public alley,
14 unless the city or county routinely plows snow on the public alley;

15 (j) A city or county must allow accessory dwelling units to be
16 converted from existing structures, including but not limited to
17 detached garages, even if they violate current code requirements for
18 setbacks or lot coverage;

19 (k) A city or county may not prohibit the sale or other
20 conveyance of a condominium unit independently of a principal unit
21 solely on the grounds that the condominium unit was originally built
22 as an accessory dwelling unit; and

23 (l) A city or county may not require public street improvements
24 as a condition of permitting accessory dwelling units.

25 (2)(a) A city or county subject to the requirements of this
26 section may not:

27 (i) Require off-street parking as a condition of permitting
28 development of accessory dwelling units within one-half mile walking
29 distance of a major transit stop;

30 (ii) Require more than one off-street parking space per unit as a
31 condition of permitting development of accessory dwelling units on
32 lots smaller than 6,000 square feet before any zero lot line
33 subdivisions or lot splits; and

34 (iii) Require more than two off-street parking spaces per unit as
35 a condition of permitting development of accessory dwelling units on
36 lots greater than 6,000 square feet before any zero lot line
37 subdivisions or lot splits.

38 (b) The provisions of (a) of this subsection do not apply:

39 (i) If a local government submits to the department an empirical
40 study prepared by a credentialed transportation or land use planning

expert that clearly demonstrates, and the department finds and certifies, that the application of the parking limitations of (a) of this subsection for accessory dwelling units will be significantly less safe for vehicle drivers or passengers, pedestrians, or bicyclists than if the jurisdiction's parking requirements were applied to the same location for the same number of detached houses. The department must develop guidance to assist cities and counties on items to include in the study; or

(ii) To portions of cities within a one mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements.

(3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.

(4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of the effective date of this section, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).

NEW SECTION. **Sec. 5.** A new section is added to chapter 36.70A RCW to read as follows:

To encourage the use of accessory dwelling units for long-term housing, cities and counties may adopt ordinances, development regulations, and other official controls which waive or defer fees, including impact fees, defer the payment of taxes, or waive specific regulations. Cities and counties may only offer such reduced or deferred fees, deferred taxes, waivers, or other incentives for the development or construction of accessory dwelling units if:

(1) The units are located within an urban growth area; and

(2) The units are subject to a program adopted by the city or county with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose for this authorization.

Sec. 6. RCW 43.21C.495 and 2022 c 246 s 3 are each amended to read as follows:

1 (1) Adoption of ordinances, development regulations and
2 amendments to such regulations, and other nonproject actions taken by
3 a city to implement: The actions specified in section 2, chapter 246,
4 Laws of 2022 unless the adoption of such ordinances, development
5 regulations and amendments to such regulations, or other nonproject
6 actions has a probable significant adverse impact on fish habitat;
7 and the increased residential building capacity actions identified in
8 RCW 36.70A.600(1), with the exception of the action specified in RCW
9 36.70A.600(1)(f), are not subject to administrative or judicial
10 appeals under this chapter.

11 (2) Adoption of ordinances, development regulations and
12 amendments to such regulations, and other nonproject actions taken by
13 a city or county consistent with the requirements of sections 3 and 4
14 of this act are not subject to administrative or judicial appeals
15 under this chapter.

16 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
17 read as follows:

18 (1) The growth management hearings board shall hear and determine
19 only those petitions alleging either:

20 (a) That, except as provided otherwise by this subsection, a
21 state agency, county, or city planning under this chapter is not in
22 compliance with the requirements of this chapter, chapter 90.58 RCW
23 as it relates to the adoption of shoreline master programs or
24 amendments thereto, or chapter 43.21C RCW as it relates to plans,
25 development regulations, or amendments, adopted under RCW 36.70A.040
26 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
27 to hear petitions alleging noncompliance ~~((with RCW 36.70A.5801))~~
28 based on a city or county's actions taken to implement the
29 requirements of sections 3 and 4 of this act within an urban growth
30 area;

31 (b) That the ~~((twenty-))~~ 20-year growth management planning
32 population projections adopted by the office of financial management
33 pursuant to RCW 43.62.035 should be adjusted;

34 (c) That the approval of a work plan adopted under RCW
35 36.70A.735(1)(a) is not in compliance with the requirements of the
36 program established under RCW 36.70A.710;

37 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
38 regionally applicable and cannot be adopted, wholly or partially, by
39 another jurisdiction; or

1 (e) That a department certification under RCW 36.70A.735(1)(c) is
2 erroneous.

3 (2) A petition may be filed only by: (a) The state, or a county
4 or city that plans under this chapter; (b) a person who has
5 participated orally or in writing before the county or city regarding
6 the matter on which a review is being requested; (c) a person who is
7 certified by the governor within (~~sixty~~) 60 days of filing the
8 request with the board; or (d) a person qualified pursuant to RCW
9 34.05.530.

10 (3) For purposes of this section "person" means any individual,
11 partnership, corporation, association, state agency, governmental
12 subdivision or unit thereof, or public or private organization or
13 entity of any character.

14 (4) To establish participation standing under subsection (2)(b)
15 of this section, a person must show that his or her participation
16 before the county or city was reasonably related to the person's
17 issue as presented to the board.

18 (5) When considering a possible adjustment to a growth management
19 planning population projection prepared by the office of financial
20 management, the board shall consider the implications of any such
21 adjustment to the population forecast for the entire state.

22 The rationale for any adjustment that is adopted by the board
23 must be documented and filed with the office of financial management
24 within ten working days after adoption.

25 If adjusted by the board, a county growth management planning
26 population projection shall only be used for the planning purposes
27 set forth in this chapter and shall be known as the "board adjusted
28 population projection." None of these changes shall affect the
29 official state and county population forecasts prepared by the office
30 of financial management, which shall continue to be used for state
31 budget and planning purposes.

32 NEW SECTION. **Sec. 8.** A new section is added to chapter 36.70A
33 RCW to read as follows:

34 (1) By December 31, 2023, the department must revise its
35 recommendations for encouraging accessory dwelling units to include
36 the provisions of sections 3 and 4 of this act.

37 (2) During each comprehensive plan review required by RCW
38 36.70A.130, the department must review local government comprehensive
39 plans and development regulations for compliance with sections 3 and

1 4 of this act and the department's recommendations under subsection
2 (1) of this section.

3 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.34
4 RCW to read as follows:

5 (1) Except a declaration created to protect public health and
6 safety, and ground and surface waters from on-site wastewater, a
7 declaration created after the effective date of this section and
8 applicable to a property located within an urban growth area may not
9 impose any restriction or prohibition on the construction,
10 development, or use on a lot of an accessory dwelling unit that the
11 city or county in which the urban growth area is located would be
12 prohibited from imposing under section 4 of this act.

13 (2) For the purposes of this section, "urban growth area" has the
14 same meaning as in RCW 36.70A.030.

15 (3) A city or county issuing a permit for the construction of an
16 accessory dwelling unit may not be held civilly liable on the basis
17 that the construction of the accessory dwelling unit would violate a
18 restrictive covenant or deed restriction.

19 NEW SECTION. **Sec. 10.** A new section is added to chapter 64.32
20 RCW to read as follows:

21 (1) Except a declaration created to protect public health and
22 safety, and ground and surface waters from on-site wastewater, a
23 declaration created after the effective date of this section and
24 applicable to a property located within an urban growth area may not
25 impose any restriction or prohibition on the construction,
26 development, or use on a lot of an accessory dwelling unit that the
27 city or county in which the urban growth area is located would be
28 prohibited from imposing under section 4 of this act.

29 (2) For the purposes of this section, "urban growth area" has the
30 same meaning as in RCW 36.70A.030.

31 (3) A city or county issuing a permit for the construction of an
32 accessory dwelling unit may not be held civilly liable on the basis
33 that the construction of the accessory dwelling unit would violate a
34 restrictive covenant or deed restriction.

35 NEW SECTION. **Sec. 11.** A new section is added to chapter 64.38
36 RCW to read as follows:

1 (1) Except governing documents of associations created to protect
2 public health and safety, and ground and surface waters from on-site
3 wastewater, governing documents of associations created after the
4 effective date of this section and applicable to a property located
5 within an urban growth area may not impose any restriction or
6 prohibition on the construction, development, or use on a lot of an
7 accessory dwelling unit that the city or county in which the urban
8 growth area is located would be prohibited from imposing under
9 section 4 of this act.

10 (2) For the purposes of this section, "urban growth area" has the
11 same meaning as in RCW 36.70A.030.

12 (3) A city or county issuing a permit for the construction of an
13 accessory dwelling unit may not be held civilly liable on the basis
14 that the construction of the accessory dwelling unit would violate a
15 restrictive covenant or deed restriction.

16 NEW SECTION. **Sec. 12.** A new section is added to chapter 64.90
17 RCW to read as follows:

18 (1) Except declarations and governing documents of common
19 interest communities created to protect public health and safety, and
20 ground and surface waters from on-site wastewater, declarations and
21 governing documents of common interest communities created after the
22 effective date of this section and applicable to a property located
23 within an urban growth area may not impose any restriction or
24 prohibition on the construction, development, or use on a lot of an
25 accessory dwelling unit that the city or county in which the urban
26 growth area is located would be prohibited from imposing under
27 section 4 of this act.

28 (2) For the purposes of this section, "urban growth area" has the
29 same meaning as in RCW 36.70A.030.

30 (3) A city or county issuing a permit for the construction of an
31 accessory dwelling unit may not be held civilly liable on the basis
32 that the construction of the accessory dwelling unit would violate a
33 restrictive covenant or deed restriction.

34 NEW SECTION. **Sec. 13.** The following acts or parts of acts are
35 each repealed:

36 (1) RCW 35.63.210 (Accessory apartments) and 1993 c 478 s 8;

37 (2) RCW 35A.63.230 (Accessory apartments) and 1993 c 478 s 9;

38 (3) RCW 36.70A.400 (Accessory apartments) and 1993 c 478 s 11;

1 (4) RCW 36.70.677 (Accessory apartments) and 1993 c 478 s 10; and
2 (5) RCW 43.63A.215 (Accessory apartments—Development and
3 placement—Local governments) and 1993 c 478 s 7.

--- **END** ---



CITY OF COLLEGE PLACE

City Attorney

625 South College Avenue
College Place, WA 99324
509-394-8540

MEMORANDUM

TO: College Place City Council
CC: Mike Rizzitiello, City Administrator; Norma Hernandez, Mayor
FROM: Rea Culwell, City Attorney *RC*
RE: Temporary Housing Availability and Public Safety
DATE: January 5, 2023 – **REVISED April 27, 2023**

Update: At the January 10, 2023 council meeting, this memorandum was provided to Council and a brief discussion on the law of and issues surrounding homelessness and City authority. Council directed staff to present the issue to the Council in a regularly scheduled workshop for further and more in depth discussion.

Overview:

The most common reason why people become homeless is lack of affordable housing. Homelessness and poverty or low income are inextricably linked. While Walla Walla county's rate of homelessness was slightly less than the state average in 2017; there were 221 documented homeless people in Walla Walla county in 2021. Information gathered does not quantify the number of homeless people at any given point in time within the City of College Place; antidotal information puts the number at around 20.

City anti-camping ordinances enforced against individuals experiencing homelessness violates the Eight Amendment of the U.S. Constitution if no meaningful alternative to sleeping in public is available such as a shelter or a legal place to camp. The City has a public safety interest in enforcing City code and state law which regulates public behavior, however such interest must be balanced with the reality that homelessness may be the cause of a person violating the law. Without a place to sleep, a person experiencing homelessness may have no option but to violate the law. Providing access to temporary emergency shelter gives a person experiencing homelessness the opportunity to choose shelter instead of choosing to violate the law, resulting in the City being able to enforce public safety laws to best serve the community.

The City does not have anti-camping laws per se, however the City has adopted state trespass laws which can be and are enforced against individuals to prohibit them from being on public property. The City does prohibit people from sleeping (living) in a vehicle on public streets and prohibits anyone from being on City parks when closed.

Laws that intersect with homelessness: In addition to laws prohibiting camping on public property, other laws exist which specifically affect the homeless. Examples include laws against storing personal property on public property, sleeping in public, possessing blankets, tents, or cardboard in public and trespass on public property. An example is the City of Walla Walla's prohibition against storing personal property on city property.

Court decisions: In September of 2022, the federal Ninth Circuit Court of Appeals issued a decision providing clarification and guidance on anti-camping ordinances to cities within the Ninth Circuit which includes Washington state. The case, *Johnson v. City of Grant Pass*, is a follow-up case to *Martin v. City of Boise*, a 2018 Ninth Circuit decision.

The *Martin* court addressed Boise city ordinances which made it a crime to use any streets, sidewalks, parks, or public places as a camping place and to occupy, lodge, or sleep in any building, structure, or public place whether public or private without permission of the owner. The *Martin* court found ordinances imposing criminal sanctions against homeless individuals for sleeping outdoors, on public property, when no alternative shelter is available to them, violates the Eight Amendment to the U.S. Constitution prohibition of cruel and unusual punishment.

The underlying facts of *Johnson* and *Martin* are similar. The Oregon city of Grants Pass had a series of ordinances that prohibited sleeping and camping in public. Taken as a whole, the ordinances prohibited sleeping and camping in public places throughout the city. Initial violations of the ordinances resulted in a civil citation and monetary fine. Upon two or more violations, the city could issue a "park exclusion order", which if violated, would be the basis for a criminal trespass charge.

In 2013, the Grants Pass City Council convened a community roundtable to "identify solutions to the current vagrancy problem." The decision was made to increase enforcement of the city's anti-camping ordinances. Between 2014 and 2018, the city issued a total of 574 tickets under its anti-camping and anti-sleeping ordinances. During this time, the city had far more homeless individuals than shelter beds available.

After the *Martin* decision in 2018, Grants Pass amended its anti-camping ordinance to exclude "sleeping" from the definition of camping. The city's position was that by removing involuntary conduct (sleeping) from the definition of camping (which include use of bedding and tents), the ordinance complied with the ruling in *Martin*. The city also argued its issuing of civil citations is not "punishment" as contemplated by the Eight Amendment.

The *Johnson* court disagreed with Grants Pass on both arguments. The court found that Grants Pass ordinances prohibited homeless individuals from engaging in activity they cannot avoid. While technically sleeping in a public place was allowed, the prohibition against the use of bedding, sleeping bags or other bedding material in effect prohibited sleeping in public. The court also found that because civil infractions were the basis for criminal punishment that the Eight Amendment is implicated.

Lessons for Cities:

- Cities can prohibit lying or sleeping outside at particular times or in particular locations, obstructing right of way (sidewalk), or erecting certain structures (temporary shelter) – neither *Johnson* or *Martin* prevents such regulation.
- Cities that have anti-camping ordinances such as prohibiting sleeping/camping in public parks, should provide for temporary shelter for a member of the public experiencing homelessness as an alternative to sleeping/camping on public property, or allow sleeping/camping on public property, (with appropriate regulation).
- The *Johnson* court specifically avoiding making a decision as to the constitutionality of purely civil ramifications (versus criminal), however, it is this writer's belief, at least at the Ninth Circuit appellate level, without a realistic option of emergency shelter, enforcement of anti-camping laws even if purely civil would not be upheld.

Summary:

While the City only has few laws that would be considered “anti-camping ordinance” – prohibiting sleeping/living in a vehicle on a public street and being on park property when closed, the City may wish to regulate camping/sleeping on public property more specifically in the future. The City can and does enforce park hours and trespass laws on public property and, however, if the individual is sleeping or intends to sleep on public property and they are experiencing homelessness, the City must make available emergency housing prior to enforcement.

One option the City has is to support the Sleep Center in the City of Walla Walla. In exchange for a monetary payment, the Sleep Center would agree to provide emergency shelter. The City of Walla Walla contracts with the Sleep Center for such purposes.

SUPPLEMENTAL INFORMATION

Upon staff's request, City Council approved financial support for the Walla Walla Sleep Center program and CPPD refers (including providing transportation) to the Sleep Center for individuals they encounter on sleeping/living on public property.

Discussion at the meeting approving the financial support included inquiry into how the City governs private property as it pertains to non-traditional housing such as living in an RV on a single family home property.

City regulation of residing on private property:

Through the City's Uniform Development Code, all City property is zoned. For each zone, the City permits one or more uses. For example, areas zoned single-family residence may only be developed as a single-family.

The City regulates accessory dwelling units (ADU). ADU's are permitted

The City regulates RVs, campers, trailers, tiny houses and tents (CPMC 14.60.200). A copy of the code section accompanies this memo. In sum, RVs, campers, trailers, tiny houses and tents used for habitation are only allowed in RV parks. The City prohibits removal or disabling wheels or means of transport – they cannot become permanent. RVs, campers, trailers and tiny homes without internal toilets or showers and tents are only allowed in RV parks that provide toilets, lavatories and showers. All RV parks must provide for waste and trash disposal. Lighting is regulated, and permanent buildings, structures or additions are prohibited.

The City limits RVs, campers, trailers, tiny houses and tents for use as a residence on private property to 14 days¹ and the residence must be in the driveway or yard within the required setbacks.

The City can also regulate where people reside on private property through its Nuisance code (8.24 CPMC). The City has made the following prohibited nuisances:

1. Dangerous structure or premise.
2. Condition or use which obstructs, damages, or may damage . . . drainage systems.
3. Any condition or use in violation of city Uniform Development Code.

The City regulates RVs within its Wastewater utility code section as follows:

No additional hookups shall be permitted into a system when said hookups would cause the system to exceed its carrying capacity. Carrying capacity shall be limited to pipelines flowing three-quarters full at peak daily wet weather flows. RV hookups shall generally be prohibited.

The City permits Accessory dwelling units (ADU) in single and multi-family residential zones and the downtown mixed use zone so long as they meet all conditions. A copy of the code section accompanies this memo. In sum, in addition to the usual and normal conditions such as setbacks, ADUs further regulated, in part, as follows:

1. Only one ADU per parcel.
2. Must have water and sewer service regardless of whether water/sewer are shared with the primary residence.
3. One additional paved, off-street parking space is required with an ADU.
4. ADUs cannot be mobile.

¹ Code prior to the most recent update, limited, in addition to the length of stay, the number of times a stay of up to 14 days could occur at 4 times a year. It is believed this restriction was mistakenly omitted.

The City provides for temporary homeless encampments at CPMC 14.60.210, a copy accompanies this memo and permits religious organizations to host encampments on a temporary basis with City imposed conditions.

New state legislation impacting housing:

HB 1110 – Middle housing & density mandate (copy of bill provided herewith)

In sum, identifies and defines “middle housing” and provides that any city with a population of at least 25,000 but less than 75,000, that is required or chooses to plan under the GMA **must** authorize:

1. development of at least two units per lot on all lots zoned predominantly for residential use;
2. development of at least four units per lot on all lots zoned predominantly residential within one-quarter mile walking distance of a major transit stop, defined as a stop on a high capacity transport system, commuter rail stop, or rapid transit route stop.
3. Development of at least four units per lot on all lots zoned predominantly residential if at least one unit is affordable housing defined.

Cities with a population of at least 75,000 are under the same mandate, however instead of two and four unit requirements, such cities must allow four and six units. Cities with a population of less than 25,000 contiguous to a city with more than 275,000 in population must only provide for two unites per residential lot.

To develop multiple units under this law, housing must include renting or selling a certain number of units as affordable housing with specific development requirements to maintain range and size uniformity within a development. In addition, the law permits administrative approval (versus hearings examiner process/public hearing) of design, prohibits more restrictive regulation for development of middle housing, and exempts certain environmental review of city enactment or modification of city code to provide for middle housing development.

The law provides for alternatives and addresses the interplay with the new density requirements and local residential regulations such as ADUs.

“Middle housing” means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing. Further definitions are in the attached bill.

HB 1110 does not apply to the City of College Place due to population

HB 1042 – Conversion of existing commercial and mixed-use buildings for residences

Prohibits GMA cities from imposing certain development and permitting requirements when commercial/mixed-use buildings converted to residential units. Such requirements include parking, design standards, architectural requirements, and conformity. Prohibits cities from requiring developers to bring existing commercial space up to code because part of the commercial space is being developed for housing. The housing development portion must still meet current standards unless excepted out by law.

HB 1337 – ADU mandate

A copy of the bill is provided with this memo which lists various requirements of cities in regulating ADUs, to encourage development of housing through design standards and waiver or deferral of development fees. Law requires ADU development in Urban Growth Areas and prohibits new homeowners associations from prohibiting ADUs unless to protect public health and safety.

HB 5290 – Local project review

A copy of the bill is provided with this memo. Law provides for grants to streamline local permitting process dependent upon funding.

CERTIFICATION OF ENROLLMENT
SECOND SUBSTITUTE SENATE BILL 5290

68th Legislature
2023 Regular Session

Passed by the Senate April 17, 2023
Yeas 47 Nays 0

President of the Senate

Passed by the House April 10, 2023
Yeas 98 Nays 0

**Speaker of the House of
Representatives**

Approved

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SECOND SUBSTITUTE SENATE BILL 5290** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

SECOND SUBSTITUTE SENATE BILL 5290

AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Senate Ways & Means (originally sponsored by Senators Mullet, Kuderer, Fortunato, Lias, Nobles, Saldaña, and C. Wilson; by request of Office of the Governor)

READ FIRST TIME 02/24/23.

1 AN ACT Relating to consolidating local permit review processes;
2 amending RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and
3 36.70B.160; reenacting and amending RCW 36.70B.110; adding new
4 sections to chapter 36.70B RCW; creating new sections; and providing
5 an effective date.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 **Sec. 1.** RCW 36.70B.140 and 1995 c 347 s 418 are each amended to
8 read as follows:

9 (1) A local government by ordinance or resolution may exclude the
10 following project permits from the provisions of RCW 36.70B.060
11 through 36.70B.090 and 36.70B.110 through 36.70B.130: Landmark
12 designations, street vacations, or other approvals relating to the
13 use of public areas or facilities, or other project permits, whether
14 administrative or quasi-judicial, that the local government by
15 ordinance or resolution has determined present special circumstances
16 that warrant a review process or time periods for approval which are
17 different from that provided in RCW 36.70B.060 through 36.70B.090 and
18 36.70B.110 through 36.70B.130.

19 (2) A local government by ordinance or resolution also may
20 exclude the following project permits from the provisions of RCW
21 36.70B.060 and 36.70B.110 through 36.70B.130: Lot line or boundary

adjustments and building and other construction permits, or similar administrative approvals, categorically exempt from environmental review under chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.

(3) A local government must exclude project permits for interior alterations from site plan review, provided that the interior alterations do not result in the following:

(a) Additional sleeping quarters or bedrooms;

(b) Nonconformity with federal emergency management agency substantial improvement thresholds; or

(c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

(4) Nothing in this section exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes.

(5) For purposes of this section, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.

NEW SECTION. **Sec. 2.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of funds appropriated for this specific purpose, the department of commerce must establish a consolidated permit review grant program. The department may award grants to any local government that provides, by ordinance, resolution, or other action, a commitment to the following building permit review consolidation requirements:

(a) Issuing final decisions on residential permit applications within 45 business days or 90 calendar days.

(i) To achieve permit review within the stated time periods, a local government must provide consolidated review for building permit applications. This may include an initial technical peer review of the application for conformity with the requirements of RCW 36.70B.070 by all departments, divisions, and sections of the local government with jurisdiction over the project.

(ii) A local government may contract with a third-party business to conduct the consolidated permit review or as additional inspection

1 staff. Any funds expended for such a contract may be eligible for
2 reimbursement under this act.

3 (iii) Local governments are authorized to use grant funds to
4 contract outside assistance to audit their development regulations to
5 identify and correct barriers to housing development.

6 (b) Establishing an application fee structure that would allow
7 the jurisdiction to continue providing consolidated permit review
8 within 45 business days or 90 calendar days.

9 (i) A local government may consult with local building
10 associations to develop a reasonable fee system.

11 (ii) A local government must determine, no later than July 1,
12 2024, the specific fee structure needed to provide permit review
13 within the time periods specified in this subsection (1)(b).

14 (2) A jurisdiction that is awarded a grant under this section
15 must provide a quarterly report to the department of commerce. The
16 report must include the average and maximum time for permit review
17 during the jurisdiction's participation in the grant program.

18 (3) If a jurisdiction is unable to successfully meet the terms
19 and conditions of the grant, the jurisdiction must enter a 90-day
20 probationary period. If the jurisdiction is not able to meet the
21 requirements of this section by the end of the probationary period,
22 the jurisdiction is no longer eligible to receive grants under this
23 section.

24 (4) For the purposes of this section, "residential permit" means
25 a permit issued by a city or county that satisfies the conditions of
26 RCW 19.27.015(5) and is within the scope of the international
27 residential code, as adopted in accordance with chapter 19.27 RCW.

28 NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70B
29 RCW to read as follows:

30 (1) Subject to the availability of funds appropriated for this
31 specific purpose, the department of commerce must establish a grant
32 program for local governments to update their permit review process
33 from paper filing systems to software systems capable of processing
34 digital permit applications, virtual inspections, electronic review,
35 and with capacity for video storage.

36 (2) The department of commerce may only provide a grant under
37 this section to a city if the city allows for the development of at
38 least two units per lot on all lots zoned predominantly for
39 residential use within its jurisdiction.

1 NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70B
2 RCW to read as follows:

3 (1) Subject to the availability of amounts appropriated for this
4 specific purpose, the department of commerce must convene a digital
5 permitting process work group to examine potential license and
6 permitting software for local governments to encourage streamlined
7 and efficient permit review.

8 (2) The department of commerce, in consultation with the
9 association of Washington cities and Washington state association of
10 counties, shall appoint members to the work group representing groups
11 including but not limited to:

12 (a) Cities and counties;

13 (b) Building industries; and

14 (c) Building officials.

15 (3) The department of commerce must convene the first meeting of
16 the work group by August 1, 2023. The department must submit a final
17 report to the governor and the appropriate committees of the
18 legislature by August 1, 2024. The final report must:

19 (a) Evaluate the existing need for digital permitting systems,
20 including impacts on existing digital permitting systems that are
21 already in place;

22 (b) Review barriers preventing local jurisdictions from accessing
23 or adopting digital permitting systems;

24 (c) Evaluate the benefits and costs associated with a statewide
25 permitting software system; and

26 (d) Provide budgetary, administrative policy, and legislative
27 recommendations to increase the adoption of or establish a statewide
28 system of digital permit review.

29 **Sec. 5.** RCW 36.70B.020 and 1995 c 347 s 402 are each amended to
30 read as follows:

31 Unless the context clearly requires otherwise, the definitions in
32 this section apply throughout this chapter.

33 (1) "Closed record appeal" means an administrative appeal on the
34 record to a local government body or officer, including the
35 legislative body, following an open record hearing on a project
36 permit application when the appeal is on the record with no or
37 limited new evidence or information allowed to be submitted and only
38 appeal argument allowed.

39 (2) "Local government" means a county, city, or town.

1 (3) "Open record hearing" means a hearing, conducted by a single
2 hearing body or officer authorized by the local government to conduct
3 such hearings, that creates the local government's record through
4 testimony and submission of evidence and information, under
5 procedures prescribed by the local government by ordinance or
6 resolution. An open record hearing may be held prior to a local
7 government's decision on a project permit to be known as an "open
8 record predecision hearing." An open record hearing may be held on an
9 appeal, to be known as an "open record appeal hearing," if no open
10 record predecision hearing has been held on the project permit.

11 (4) "Project permit" or "project permit application" means any
12 land use or environmental permit or license required from a local
13 government for a project action, including but not limited to
14 ~~((building permits,))~~ subdivisions, binding site plans, planned unit
15 developments, conditional uses, shoreline substantial development
16 permits, site plan review, permits or approvals required by critical
17 area ordinances, site-specific rezones ~~((authorized by a
18 comprehensive plan or subarea plan))~~ which do not require a
19 comprehensive plan amendment, but excluding the adoption or amendment
20 of a comprehensive plan, subarea plan, or development regulations
21 except as otherwise specifically included in this subsection.

22 (5) "Public meeting" means an informal meeting, hearing,
23 workshop, or other public gathering of people to obtain comments from
24 the public or other agencies on a proposed project permit prior to
25 the local government's decision. A public meeting may include, but is
26 not limited to, a design review or architectural control board
27 meeting, a special review district or community council meeting, or a
28 scoping meeting on a draft environmental impact statement. A public
29 meeting does not include an open record hearing. The proceedings at a
30 public meeting may be recorded and a report or recommendation may be
31 included in the local government's project permit application file.

32 **Sec. 6.** RCW 36.70B.070 and 1995 c 347 s 408 are each amended to
33 read as follows:

34 (1) (a) Within ~~((twenty-eight))~~ 28 days after receiving a project
35 permit application, a local government planning pursuant to RCW
36 36.70A.040 shall ~~((mail or))~~ provide ~~((in person))~~ a written
37 determination to the applicant ~~((, stating))~~.

38 (b) The written determination must state either:

39 ~~((a))~~ (i) That the application is complete; or

1 ~~((b))~~ (ii) That the application is incomplete and that the
2 procedural submission requirements of the local government have not
3 been met. The determination shall outline what is necessary to make
4 the application procedurally complete.

5 (c) The number of days shall be calculated by counting every
6 calendar day.

7 (d) To the extent known by the local government, the local
8 government shall identify other agencies of local, state, or federal
9 governments that may have jurisdiction over some aspect of the
10 application.

11 (2) A project permit application is complete for purposes of this
12 section when it meets the procedural submission requirements of the
13 local government ~~((and is sufficient for continued processing even~~
14 ~~though additional information may be required or project~~
15 ~~modifications may be undertaken subsequently))~~, as outlined on the
16 project permit application. Additional information or studies may be
17 required or project modifications may be undertaken subsequent to the
18 procedural review of the application by the local government. The
19 determination of completeness shall not preclude the local government
20 from requesting additional information or studies either at the time
21 of the notice of completeness or subsequently if new information is
22 required or substantial changes in the proposed action occur.
23 However, if the procedural submission requirements, as outlined on
24 the project permit application have been provided, the need for
25 additional information or studies may not preclude a completeness
26 determination.

27 (3) The determination of completeness may include or be combined
28 with the following ~~((as optional information))~~:

29 (a) A preliminary determination of those development regulations
30 that will be used for project mitigation;

31 (b) A preliminary determination of consistency, as provided under
32 RCW 36.70B.040; ~~((or))~~

33 (c) Other information the local government chooses to include; or

34 (d) The notice of application pursuant to the requirements in RCW
35 36.70B.110.

36 (4)(a) An application shall be deemed procedurally complete on
37 the 29th day after receiving a project permit application under this
38 section if the local government does not provide a written
39 determination to the applicant that the application is procedurally
40 incomplete as provided in subsection (1)(b) (ii) of this section. When

1 the local government does not provide a written determination, they
2 may still seek additional information or studies as provided for in
3 subsection (2) of this section.

4 (b) Within ~~((fourteen))~~ 14 days after an applicant has submitted
5 to a local government additional information identified by the local
6 government as being necessary for a complete application, the local
7 government shall notify the applicant whether the application is
8 complete or what additional information is necessary.

9 (c) The notice of application shall be provided within 14 days
10 after the determination of completeness pursuant to RCW 36.70B.110.

11 **Sec. 7.** RCW 36.70B.080 and 2004 c 191 s 2 are each amended to
12 read as follows:

13 (1)~~(a)~~ Development regulations adopted pursuant to RCW 36.70A.040
14 must establish and implement time periods for local government
15 actions for each type of project permit application and provide
16 timely and predictable procedures to determine whether a completed
17 project permit application meets the requirements of those
18 development regulations. The time periods for local government
19 actions for each type of complete project permit application or
20 project type should not exceed ~~((one hundred twenty days, unless the~~
21 ~~local government makes written findings that a specified amount of~~
22 ~~additional time is needed to process specific complete project permit~~
23 ~~applications or project types))~~ those specified in this section.

24 ~~((The))~~ (b) For project permits submitted after January 1, 2025,
25 the development regulations must, for each type of permit
26 application, specify the contents of a completed project permit
27 application necessary for the complete compliance with the time
28 periods and procedures.

29 ~~((+2))~~ (c) A jurisdiction may exclude certain permit types and
30 timelines for processing project permit applications as provided for
31 in RCW 36.70B.140.

32 (d) The time periods for local government action to issue a final
33 decision for each type of complete project permit application or
34 project type subject to this chapter should not exceed the following
35 time periods unless modified by the local government pursuant to this
36 section or RCW 36.70B.140:

37 (i) For project permits which do not require public notice under
38 RCW 36.70B.110, a local government must issue a final decision within
39 65 days of the determination of completeness under RCW 36.70B.070;

1 (ii) For project permits which require public notice under RCW
2 36.70B.110, a local government must issue a final decision within 100
3 days of the determination of completeness under RCW 36.70B.070; and

4 (iii) For project permits which require public notice under RCW
5 36.70B.110 and a public hearing, a local government must issue a
6 final decision within 170 days of the determination of completeness
7 under RCW 36.70B.070.

8 (e) A jurisdiction may modify the provisions in (d) of this
9 subsection to add permit types not identified, change the permit
10 names or types in each category, address how consolidated review time
11 periods may be different than permits submitted individually, and
12 provide for how projects of a certain size or type may be
13 differentiated, including by differentiating between residential and
14 nonresidential permits. Unless otherwise provided for the
15 consolidated review of more than one permit, the time period for a
16 final decision shall be the longest of the permit time periods
17 identified in (d) of this subsection or as amended by a local
18 government.

19 (f) If a local government does not adopt an ordinance or
20 resolution modifying the provisions in (d) of this subsection, the
21 time periods in (d) of this subsection apply.

22 (g) The number of days an application is in review with the
23 county or city shall be calculated from the day completeness is
24 determined under RCW 36.70B.070 to the date a final decision is
25 issued on the project permit application. The number of days shall be
26 calculated by counting every calendar day and excluding the following
27 time periods:

28 (i) Any period between the day that the county or city has
29 notified the applicant, in writing, that additional information is
30 required to further process the application and the day when
31 responsive information is resubmitted by the applicant;

32 (ii) Any period after an applicant informs the local government,
33 in writing, that they would like to temporarily suspend review of the
34 project permit application until the time that the applicant notifies
35 the local government, in writing, that they would like to resume the
36 application. A local government may set conditions for the temporary
37 suspension of a permit application; and

38 (iii) Any period after an administrative appeal is filed until
39 the administrative appeal is resolved and any additional time period
40 provided by the administrative appeal has expired.

1 (h) The time periods for a local government to process a permit
2 shall start over if an applicant proposes a change in use that adds
3 or removes commercial or residential elements from the original
4 application that would make the application fail to meet the
5 determination of procedural completeness for the new use, as required
6 by the local government under RCW 36.70B.070.

7 (i) If, at any time, an applicant informs the local government,
8 in writing, that the applicant would like to temporarily suspend the
9 review of the project for more than 60 days, or if an applicant is
10 not responsive for more than 60 consecutive days after the county or
11 city has notified the applicant, in writing, that additional
12 information is required to further process the application, an
13 additional 30 days may be added to the time periods for local
14 government action to issue a final decision for each type of project
15 permit that is subject to this chapter. Any written notice from the
16 local government to the applicant that additional information is
17 required to further process the application must include a notice
18 that nonresponsiveness for 60 consecutive days may result in 30 days
19 being added to the time for review. For the purposes of this
20 subsection, "nonresponsiveness" means that an applicant is not making
21 demonstrable progress on providing additional requested information
22 to the local government, or that there is no ongoing communication
23 from the applicant to the local government on the applicant's ability
24 or willingness to provide the additional information.

25 (j) Annual amendments to the comprehensive plan are not subject
26 to the requirements of this section.

27 (k) A county's or city's adoption of a resolution or ordinance to
28 implement this subsection shall not be subject to appeal under
29 chapter 36.70A RCW unless the resolution or ordinance modifies the
30 time periods provided in (d) of this subsection by providing for a
31 review period of more than 170 days for any project permit.

32 (l)(i) When permit time periods provided for in (d) of this
33 subsection, as may be amended by a local government, and as may be
34 extended as provided for in (i) of this subsection, are not met, a
35 portion of the permit fee must be refunded to the applicant as
36 provided in this subsection. A local government may provide for the
37 collection of only 80 percent of a permit fee initially, and for the
38 collection of the remaining balance if the permitting time periods
39 are met. The portion of the fee refunded for missing time periods
40 shall be:

1 (A) 10 percent if the final decision of the project permit
2 application was made after the applicable deadline but the period
3 from the passage of the deadline to the time of issuance of the final
4 decision did not exceed 20 percent of the original time period; or

5 (B) 20 percent if the period from the passage of the deadline to
6 the time of the issuance of the final decision exceeded 20 percent of
7 the original time period.

8 (ii) Except as provided in RCW 36.70B.160, the provisions in
9 subsection (1)(i) of this section are not applicable to cities and
10 counties which have implemented at least three of the options in RCW
11 36.70B.160(1) (a) through (j) at the time an application is deemed
12 procedurally complete.

13 (2)(a) Counties subject to the requirements of RCW 36.70A.215 and
14 the cities within those counties that have populations of at least
15 ((twenty thousand)) 20,000 must, for each type of permit application,
16 identify the total number of project permit applications for which
17 decisions are issued according to the provisions of this chapter. For
18 each type of project permit application identified, these counties
19 and cities must establish and implement a deadline for issuing a
20 notice of final decision as required by subsection (1) of this
21 section and minimum requirements for applications to be deemed
22 complete under RCW 36.70B.070 as required by subsection (1) of this
23 section.

24 (b) Counties and cities subject to the requirements of this
25 subsection also must prepare an annual performance report((s)) that
26 ((include, at a minimum, the following information for each type of
27 project permit application identified in accordance with the
28 requirements of (a) of this subsection:

29 (i) Total number of complete applications received during the
30 year;

31 (ii) Number of complete applications received during the year for
32 which a notice of final decision was issued before the deadline
33 established under this subsection;

34 (iii) Number of applications received during the year for which a
35 notice of final decision was issued after the deadline established
36 under this subsection;

37 (iv) Number of applications received during the year for which an
38 extension of time was mutually agreed upon by the applicant and the
39 county or city;

1 ~~(v) Variance of actual performance, excluding applications for~~
2 ~~which mutually agreed time extensions have occurred, to the deadline~~
3 ~~established under this subsection during the year; and~~

4 ~~(vi) The mean processing time and the number standard deviation~~
5 ~~from the mean.~~

6 ~~(c) Counties and cities subject to the requirements of this~~
7 ~~subsection must:~~

8 ~~(i) Provide notice of and access to the annual performance~~
9 ~~reports through the county's or city's website; and~~

10 ~~(ii) Post electronic facsimiles of the annual performance reports~~
11 ~~through the county's or city's website. Postings on a county's or~~
12 ~~city's website indicating that the reports are available by~~
13 ~~contacting the appropriate county or city department or official do~~
14 ~~not comply with the requirements of this subsection.~~

15 ~~If a county or city subject to the requirements of this~~
16 ~~subsection does not maintain a website, notice of the reports must be~~
17 ~~given by reasonable methods, including but not limited to those~~
18 ~~methods specified in RCW 36.70B.110(4).~~

19 ~~(3))~~ includes information outlining time periods for certain
20 permit types associated with housing. The report must provide:

21 (i) Permit time periods for certain permit processes in the
22 county or city in relation to those established under this section,
23 including whether the county or city has established shorter time
24 periods than those provided in this section;

25 (ii) The total number of decisions issued during the year for the
26 following permit types: Preliminary subdivisions, final subdivisions,
27 binding site plans, permit processes associated with the approval of
28 multifamily housing, and construction plan review for each of these
29 permit types when submitted separately;

30 (iii) The total number of decisions for each permit type which
31 included consolidated project permit review, such as concurrent
32 review of a rezone or construction plans;

33 (iv) The average number of days from a submittal to a decision
34 being issued for the project permit types listed in subsection
35 (2)(a)(ii) of this section. This shall be calculated from the day
36 completeness is determined under RCW 36.70B.070 to the date a
37 decision is issued on the application. The number of days shall be
38 calculated by counting every calendar day;

39 (v) The total number of days each project permit application of a
40 type listed in subsection (2)(a)(ii) of this section was in review

1 with the county or city. This shall be calculated from the day
2 completeness is determined under RCW 36.70B.070 to the date a final
3 decision is issued on the application. The number of days shall be
4 calculated by counting every calendar day. The days the application
5 is in review with the county or city does not include the time
6 periods in subsection (1)(g)(i)-(iii) of this section;

7 (vi) The total number of days that were excluded from the time
8 period calculation under subsection (1)(g)(i)-(iii) of this section
9 for each project permit application of a type listed in subsection
10 (2)(a)(ii) of this section.

11 (c) Counties and cities subject to the requirements of this
12 subsection must:

13 (i) Post the annual performance report through the county's or
14 city's website; and

15 (ii) Submit the annual performance report to the department of
16 commerce by March 1st each year.

17 (d) No later than July 1st each year, the department of commerce
18 shall publish a report which includes the annual performance report
19 data for each county and city subject to the requirements of this
20 subsection and a list of those counties and cities whose time periods
21 are shorter than those provided for in this section.

22 The annual report must also include key metrics and findings from
23 the information collected.

24 (e) The initial annual report required under this subsection must
25 be submitted to the department of commerce by March 1, 2025, and must
26 include information from permitting in 2024.

27 (3) Nothing in this section prohibits a county or city from
28 extending a deadline for issuing a decision for a specific project
29 permit application for any reasonable period of time mutually agreed
30 upon by the applicant and the local government.

31 ~~((4) The department of community, trade, and economic~~
32 ~~development shall work with the counties and cities to review the~~
33 ~~potential implementation costs of the requirements of subsection (2)~~
34 ~~of this section. The department, in cooperation with the local~~
35 ~~governments, shall prepare a report summarizing the projected costs,~~
36 ~~together with recommendations for state funding assistance for~~
37 ~~implementation costs, and provide the report to the governor and~~
38 ~~appropriate committees of the senate and house of representatives by~~
39 ~~January 1, 2005.))~~

1 **Sec. 8.** RCW 36.70B.160 and 1995 c 347 s 420 are each amended to
2 read as follows:

3 (1) Each local government is encouraged to adopt further project
4 review and code provisions to provide prompt, coordinated review and
5 ensure accountability to applicants and the public(~~(, including~~
6 ~~expedited review for project permit applications for projects that~~
7 ~~are consistent with adopted development regulations and within the~~
8 ~~capacity of systemwide infrastructure improvements)) by:~~

9 (a) Expediting review for project permit applications for
10 projects that are consistent with adopted development regulations;

11 (b) Imposing reasonable fees, consistent with RCW 82.02.020, on
12 applicants for permits or other governmental approvals to cover the
13 cost to the city, town, county, or other municipal corporation of
14 processing applications, inspecting and reviewing plans, or preparing
15 detailed statements required by chapter 43.21C RCW. The fees imposed
16 may not include a fee for the cost of processing administrative
17 appeals. Nothing in this subsection limits the ability of a county or
18 city to impose a fee for the processing of administrative appeals as
19 otherwise authorized by law;

20 (c) Entering into an interlocal agreement with another
21 jurisdiction to share permitting staff and resources;

22 (d) Maintaining and budgeting for on-call permitting assistance
23 for when permit volumes or staffing levels change rapidly;

24 (e) Having new positions budgeted that are contingent on
25 increased permit revenue;

26 (f) Adopting development regulations which only require public
27 hearings for permit applications that are required to have a public
28 hearing by statute;

29 (g) Adopting development regulations which make preapplication
30 meetings optional rather than a requirement of permit application
31 submittal;

32 (h) Adopting development regulations which make housing types an
33 outright permitted use in all zones where the housing type is
34 permitted;

35 (i) Adopting a program to allow for outside professionals with
36 appropriate professional licenses to certify components of
37 applications consistent with their license; or

38 (j) Meeting with the applicant to attempt to resolve outstanding
39 issues during the review process. The meeting must be scheduled
40 within 14 days of a second request for corrections during permit

1 review. If the meeting cannot resolve the issues and a local
2 government proceeds with a third request for additional information
3 or corrections, the local government must approve or deny the
4 application upon receiving the additional information or corrections.

5 (2) (a) After January 1, 2026, a county or city must adopt
6 additional measures under subsection (1) of this section at the time
7 of its next comprehensive plan update under RCW 36.70A.130 if it
8 meets the following conditions:

9 (i) The county or city has adopted at least three project review
10 and code provisions under subsection (1) of this section more than
11 five years prior; and

12 (ii) The county or city is not meeting the permitting deadlines
13 established in RCW 36.70B.080 at least half of the time over the
14 period since its most recent comprehensive plan update under RCW
15 36.70A.130.

16 (b) A city or county that is required to adopt new measures under
17 (a) of this subsection but fails to do so becomes subject to the
18 provisions of RCW 36.70B.080(1)(1), notwithstanding RCW
19 36.70B.080(1)(1)(ii).

20 ~~((+2))~~ (3) Nothing in this chapter is intended or shall be
21 construed to prevent a local government from requiring a
22 preapplication conference or a public meeting by rule, ordinance, or
23 resolution.

24 ~~((+3))~~ (4) Each local government shall adopt procedures to
25 monitor and enforce permit decisions and conditions.

26 ~~((+4))~~ (5) Nothing in this chapter modifies any independent
27 statutory authority for a government agency to appeal a project
28 permit issued by a local government.

29 NEW SECTION. Sec. 9. A new section is added to chapter 36.70B
30 RCW to read as follows:

31 (1) The department of commerce shall develop and provide
32 technical assistance and guidance to counties and cities in setting
33 fee structures under RCW 36.70B.160(1) to ensure that the fees are
34 reasonable and sufficient to recover true costs. The guidance must
35 include information on how to utilize growth factors or other
36 measures to reflect cost increases over time.

37 (2) When providing technical assistance under subsection (1) of
38 this section, the department of commerce must prioritize local

governments that have implemented at least three of the options in RCW 36.70B.160(1).

Sec. 10. RCW 36.70B.110 and 1997 c 429 s 48 and 1997 c 396 s 1 are each reenacted and amended to read as follows:

(1) Not later than April 1, 1996, a local government planning under RCW 36.70A.040 shall provide a notice of application to the public and the departments and agencies with jurisdiction as provided in this section. If a local government has made a threshold determination under chapter 43.21C RCW concurrently with the notice of application, the notice of application may be combined with the threshold determination and the scoping notice for a determination of significance. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application. Nothing in this section or this chapter prevents a lead agency, when it is a project proponent or is funding a project, from conducting its review under chapter 43.21C RCW or from allowing appeals of procedural determinations prior to submitting a project permit ((application)).

(2) The notice of application shall be provided within ((fourteen)) 14 days after the determination of completeness as provided in RCW 36.70B.070 and, except as limited by the provisions of subsection (4)(b) of this section, ((shall)) must include the following in whatever sequence or format the local government deems appropriate:

(a) The date of application, the date of the notice of completion for the application, and the date of the notice of application;

(b) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070 ((or 36.70B.090));

(c) The identification of other permits not included in the application to the extent known by the local government;

(d) The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing the notice of application, such as a city land use bulletin, the location where the application and any studies can be reviewed;

(e) A statement of the public comment period, which shall be not less than fourteen nor more than thirty days following the date of notice of application, and statements of the right of any person to

comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. A local government may accept public comments at any time prior to the closing of the record of an open record predecision hearing, if any, or, if no open record predecision hearing is provided, prior to the decision on the project permit;

(f) The date, time, place, and type of hearing, if applicable and scheduled at the date of notice of the application;

(g) A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in RCW 36.70B.030(2) and 36.70B.040; and

(h) Any other information determined appropriate by the local government.

(3) If an open record predecision hearing is required for the requested project permits, the notice of application shall be provided at least fifteen days prior to the open record hearing.

(4) A local government shall use reasonable methods to give the notice of application to the public and agencies with jurisdiction and may use its existing notice procedures. A local government may use different types of notice for different categories of project permits or types of project actions. If a local government by resolution or ordinance does not specify its method of public notice, the local government shall use the methods provided for in (a) and (b) of this subsection. Examples of reasonable methods to inform the public are:

(a) Posting the property for site-specific proposals;

(b) Publishing notice, including at least the project location, description, type of permit(s) required, comment period dates, and location where the notice of application required by subsection (2) of this section and the complete application may be reviewed, in the newspaper of general circulation in the general area where the proposal is located or in a local land use newsletter published by the local government;

(c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;

(d) Notifying the news media;

(e) Placing notices in appropriate regional or neighborhood newspapers or trade journals;

1 (f) Publishing notice in agency newsletters or sending notice to
2 agency mailing lists, either general lists or lists for specific
3 proposals or subject areas; and

4 (g) Mailing to neighboring property owners.

5 (5) A notice of application shall not be required for project
6 permits that are categorically exempt under chapter 43.21C RCW,
7 unless an open record predecision hearing is required or an open
8 record appeal hearing is allowed on the project permit decision.

9 (6) A local government shall integrate the permit procedures in
10 this section with ~~((its))~~ environmental review under chapter 43.21C
11 RCW as follows:

12 (a) Except for a threshold determination and except as otherwise
13 expressly allowed in this section, the local government may not issue
14 a decision or a recommendation on a project permit until the
15 expiration of the public comment period on the notice of application.

16 (b) If an open record predecision hearing is required, the local
17 government shall issue its threshold determination at least fifteen
18 days prior to the open record predecision hearing.

19 (c) Comments shall be as specific as possible.

20 (d) A local government is not required to provide for
21 administrative appeals of its threshold determination. If provided,
22 an administrative appeal ~~((shall))~~ must be filed within fourteen days
23 after notice that the determination has been made and is appealable.
24 Except as otherwise expressly provided in this section, the appeal
25 hearing on a threshold determination ~~((of nonsignificance shall))~~
26 must be consolidated with any open record hearing on the project
27 permit.

28 (7) At the request of the applicant, a local government may
29 combine any hearing on a project permit with any hearing that may be
30 held by another local, state, regional, federal, or other agency, if:

31 (a) The hearing is held within the geographic boundary of the
32 local government; and

33 (b) ~~((The joint hearing can be held within the time periods
34 specified in RCW 36.70B.090 or the))~~ The applicant agrees to the
35 schedule in the event that additional time is needed in order to
36 combine the hearings. All agencies of the state of Washington,
37 including municipal corporations and counties participating in a
38 combined hearing, are hereby authorized to issue joint hearing
39 notices and develop a joint format, select a mutually acceptable
40 hearing body or officer, and take such other actions as may be

1 necessary to hold joint hearings consistent with each of their
2 respective statutory obligations.

3 (8) All state and local agencies shall cooperate to the fullest
4 extent possible with the local government in holding a joint hearing
5 if requested to do so, as long as:

6 (a) The agency is not expressly prohibited by statute from doing
7 so;

8 (b) Sufficient notice of the hearing is given to meet each of the
9 agencies' adopted notice requirements as set forth in statute,
10 ordinance, or rule; and

11 (c) The agency has received the necessary information about the
12 proposed project from the applicant to hold its hearing at the same
13 time as the local government hearing.

14 (9) A local government is not required to provide for
15 administrative appeals. If provided, an administrative appeal of the
16 project decision and of any environmental determination issued at the
17 same time as the project decision, shall be filed within fourteen
18 days after the notice of the decision or after other notice that the
19 decision has been made and is appealable. The local government shall
20 extend the appeal period for an additional seven days, if state or
21 local rules adopted pursuant to chapter 43.21C RCW allow public
22 comment on a determination of nonsignificance issued as part of the
23 appealable project permit decision.

24 (10) The applicant for a project permit is deemed to be a
25 participant in any comment period, open record hearing, or closed
26 record appeal.

27 (11) Each local government planning under RCW 36.70A.040 shall
28 adopt procedures for administrative interpretation of its development
29 regulations.

30 NEW SECTION. **Sec. 11.** The department of commerce shall develop
31 a template for counties and cities subject to the requirements in RCW
32 36.70B.080, which will be utilized for reporting data.

33 NEW SECTION. **Sec. 12.** The department of commerce shall develop
34 a plan to provide local governments with appropriately trained staff
35 to provide temporary support or hard to find expertise for timely
36 processing of residential housing permit applications. The plan shall
37 include consideration of how local governments can be provided with
38 staff that have experience with providing substitute staff support or

1 that possess expertise in permitting policies and regulations in the
2 local government's geographic area or with jurisdictions of the local
3 government's size or population. The plan and a proposal for
4 implementation shall be presented to the legislature by December 1,
5 2023.

6 NEW SECTION. **Sec. 13.** Section 7 of this act takes effect
7 January 1, 2025.

--- END ---

14.60.210 - Temporary homeless encampments.

- A. Religious organizations may be permitted to host encampments for the homeless on a temporary basis in accordance with the provisions of RCW 36.01.290, provided that:
 1. The city may impose conditions of approval necessary to protect the public health, safety, and welfare.
 2. Prospective applicants shall submit for city review and approval, plans that at a minimum address:
 - a. The maximum number of occupants to be allowed in the encampment;
 - b. Provisions for toilets, running water, and garbage collection that meet local health standards;
 - c. Provisions for cooking facilities including food storage and dish washing;
 - d. Provisions for tents or similar sleeping shelters; and
 - e. Plans for the location of first aid equipment, fire extinguishers, designated smoking areas (if any), maintenance of necessary access, plans for keeping the site free of litter or garbage, and plans for prohibiting open flames.
 3. Encampments shall be open for inspection by the city at all times, without prior notice, to determine compliance with the conditions of approval. This shall include, but is not limited to the health department, fire department, police department, and the department of community development.

(Ord. No. 20-021, § 2(Exh. A), 11-24-2020)



Managed Partnership Service Agreement

Proposed 4/25/2023

Service Agreement

This Agreement ("Agreement") is made this ___ day of _____, 20__ by and between CITY OF COLLEGE PLACE located at _____ and Price Computers LLC, located at 84566 Hwy 11, Milton-Freewater, OR 97862.

WHEREAS, Price Computers LLC is a provider of Network/IT Services;

WHEREAS, CITY OF COLLEGE PLACE desires to contract with Price Computers LLC for the provision of the Price Computers LLC Managed Services Solution;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

PERIOD OF SERVICE

This Agreement shall be effective as of the date of this Agreement, execution by CITY OF COLLEGE PLACE unless sooner terminated in accordance with the terms hereof and shall be for an initial term of thirty-six (36) months. CITY OF COLLEGE PLACE and Price Computers LLC reserve the right to review this agreement annually.

CONTINUANCE / AUTOMATIC RENEWAL

This Agreement shall renew automatically at the end of the prior Agreement term for a period of thirty-six months (36) unless Price Computers LLC or the CITY OF COLLEGE PLACE affirmatively terminates it in accordance with the conditions set forth in this Agreement.

SCOPE OF NETWORK/IT SERVICES SUPPORT AGREEMENT

This Agreement is designed to provide the CITY OF COLLEGE PLACE with centralized, proactive monitoring and professional network/IT support services for all locations, critical devices and software applications as outlined.

CONDITIONS OF SERVICE

CITY OF COLLEGE PLACE IT infrastructure is eligible for participation in Price Computers LLC Managed Services Program as outlined in this Agreement provided it is in good condition and Price Computers LLC serviceability requirements and site environmental conditions are met:

- Price Computers LLC's representatives shall have and the CITY OF COLLEGE PLACE shall provide full access to the Network in order to effectively provide monitoring and/or supplemental services.

Price Computers LLC reserves the right to inspect the IT infrastructure upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. Unless stated otherwise, said inspection shall be charged against the Account using our standard hourly billing rates as outlined in [Appendix C](#).

It is the responsibility of the CITY OF COLLEGE PLACE to promptly notify Price Computers LLC of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs.

Price Computers LLC shall provide services as defined in this agreement during business hours, unless otherwise specified in [Appendix A](#), and in accordance with Price Computers LLC's policies then in effect.

CITY OF COLLEGE PLACE agrees that it will inform Price Computers LLC of any modification, installation, or service performed on the infrastructure by individuals not employed by Price Computers LLC in order to assist Price Computers LLC in providing an efficient and effective Network support response.

Only representatives authorized by Price Computers LLC will be eligible to access and service CITY OF COLLEGE PLACE network. Any unauthorized access or service conducted on the network without the explicit consent of Price Computers LLC which results in negative network performance will not be covered by the monthly plan fee as documented in [Appendix D](#), and will be billed according to Price Computers LLC labor rates as outlined in [Appendix C](#). CITY OF COLLEGE PLACE shall reimburse any expenses incurred by Price Computers LLC while conducting business on behalf of CITY OF COLLEGE PLACE.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. Price Computers LLC will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- b) Any unauthorized changes made to the network without Price Computers LLC's written consent which causes issues or failures to the IT infrastructure, are beyond the responsibility of Price Computers LLC and CITY OF COLLEGE PLACE will be billed the full cost to restore the network to its original state.
- c) Except as otherwise stated in [Appendix A](#) of this agreement all Server, Workstation, Network Device and Software upgrades are outside the scope of this agreement.
- d) Manufacturer warranty parts and labor/services are outside the scope of this agreement.
- e) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Price Computers LLC's support services within this agreement are predicated upon CITY OF COLLEGE PLACE'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- f) Application software support is limited to the manufacturer's products listed in [Appendix A](#).
- g) Printer maintenance support is limited to non-warranty servicing of printer is billed time and materials. If the printer is purchased from Price Computers LLC, the warranty will be utilized and facilitated by Price Computers LLC.
- h) Virus mitigation within the scope of this agreement is predicated on CITY OF COLLEGE PLACE satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates. Virus Removal and disinfections services are outlined in full detail in [Appendix A](#) of this Agreement.
- i) Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement, unless otherwise stated in [Appendix A](#).
- j) This agreement and support services herein are contingent on CITY OF COLLEGE PLACE'S permission of Price Computers LLC having secure remote access into CITY OF COLLEGE PLACE'S network (e.g. VPN, IT, Telnet, SSH, or other solution expressly approved by Price Computers LLC). Depending on the remote access solution used, additional charges may apply to the contract.

- k) Force Majeure: Price Computers LLC shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.
- l) Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Out of scope support services are available and will be provided on either a Time and Material, or Project basis.

PURCHASE PRICE

CITY OF COLLEGE PLACE is purchasing Price Computers LLC's Managed Services Program under this Agreement for the purchase price outlined in [Appendix D](#).

Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be due within the first 5 days of each calendar month. Services provided hereunder shall be assessed against this Account as provided herein.

CHARGES FOR SERVICE

Services shall be charged against the account in accordance with the terms and conditions as outlined in [Appendix D](#), and the Rate Card in [Appendix C](#).

Any supplemental services provided by Price Computers LLC which are outside the terms of this Agreement, shall be charged to CITY OF COLLEGE PLACE as an additional charge in accordance with the terms and conditions as outlined in [Appendix D](#). Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by Price Computers LLC

CITY OF COLLEGE PLACE shall, in addition to the other amounts payable under this agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CITY OF COLLEGE PLACE shall promptly pay to Price Computers LLC an amount equal to any such taxes actually paid or required to be collected or paid by Price Computers LLC

Price Computers LLC reserves the right to refuse or suspend service under this Agreement in the event CITY OF COLLEGE PLACE has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement or any other agreement between the parties.

WARRANTIES AND DISCLAIMERS

Price Computers LLC makes and CITY OF COLLEGE PLACE receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall

Price Computers LLC or any of its Members, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

CITY OF COLLEGE PLACE shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the IT infrastructure is to function.

INDEMNIFICATION

CITY OF COLLEGE PLACE hereby agrees to indemnify and defend at its sole expense: Price Computers LLC, its employees, agents, representatives, and Members, from and against any and all claims and liability arising out of or based upon CITY OF COLLEGE PLACE'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CITY OF COLLEGE PLACE agrees to pay any judgment and attorney fees and costs associated with such claim.

OPT-OUT/TERMINATION

Price Computers LLC and/or CITY OF COLLEGE PLACE shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in ninety days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the CITY OF COLLEGE PLACE does not pay Price Computers LLC within thirty (30) days from receipt of Price Computers LLC's invoice and/or otherwise materially breaches this Agreement.
- If Price Computers LLC fails to perform its obligations under this Agreement and such failure continues for a period of thirty days after written notice of the default, the CITY OF COLLEGE PLACE shall have the right to terminate this Agreement.
- Price Computers LLC may terminate this Agreement upon ninety days (90) written notice.

Upon termination, all hardware and software installed by Price Computers LLC that was required to conduct network support services are the property of Price Computers LLC and will be surrendered and returned to Price Computers LLC at end of the agreement.

REMEDIES

In the event CITY OF COLLEGE PLACE terminates this Agreement for any reason other than a breach of the terms herein, CITY OF COLLEGE PLACE shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by Price Computers LLC were last performed.

CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CITY OF COLLEGE PLACE and Price Computers LLC. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

Price Computers LLC acknowledges that in the course of providing services to said CITY OF COLLEGE PLACE, Price Computers LLC may learn from CITY OF COLLEGE PLACE certain non-public personal and otherwise confidential information relating to said CITY OF COLLEGE PLACE, including its customers, consumers or employees ("Protected Information"). Price Computers LLC shall regard any and all information it receives which in any way relates or pertains to said CITY OF COLLEGE PLACE, including its customers, consumers or employees, as confidential.

Price Computers LLC shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CITY OF COLLEGE PLACE or as expressly and specifically permitted in writing by said CITY OF COLLEGE PLACE or as required by applicable law. For purposes of this Agreement, Protected Information includes trade secrets, confidential or proprietary information, all information, documents, or materials developed or possessed by CITY OF COLLEGE PLACE regarding business relationships, confidential employee information, databases, computer programs, operating procedure and knowledge of the organization not generally known to the public.

Said CITY OF COLLEGE PLACE acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CITY OF COLLEGE PLACE also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Price Computers LLC or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Price Computers LLC.

This provision shall survive termination of this Agreement and any other agreements between CITY OF COLLEGE PLACE & Price Computers LLC. This provision shall no longer apply to information that subsequently independently becomes known to the general public or becomes part of the public domain or that is required to be disclosed by any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction.

INSURANCE COVERAGE

Price Computers LLC shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CITY OF COLLEGE PLACE's request, Price Computers LLC further agrees to furnish CITY OF COLLEGE PLACE with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CITY OF COLLEGE PLACE.

GENERAL PROVISIONS

Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.

Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.

Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.

Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Washington as applied to agreements among residents to be entered into and performed entirely within the State of Washington, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue with the Walla Walla County Superior Court, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

Force Majeure: Price Computers LLC shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network Systems/Services.

Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

Independent Contractor Relationship. Price Computers LLC relationship with CITY OF COLLEGE PLACE will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Price Computers LLC's compensation will be subject to withholding by CITY OF COLLEGE PLACE for the payment of any social security, federal, state, or any other employee payroll taxes.

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

ACCEPTANCE:

Price Computers LLC	CITY OF COLLEGE PLACE:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Appendix A - Program Description

Our Managed Proactive Partnership Services program is a cutting-edge solution that provides the most up to date monitoring solution in the Information Technology field today. We strongly believe in this solution as an acting reporting tool with automation to keep your environment healthy and secure.

Program Features

Element	Component	Description	Included
Proactive Server and Application Support	Server Performance Monitoring (Applications, Hardware and O/S)	Monitoring of the ongoing health, performance and errors in Server class for server class OS applications and hardware components as well as errors in server-based Operating Systems.	X
	Scheduled Server Maintenance (hardware and O/S)	Maintenance of server equipment to ensure reliability and continued high quality service. Optimizing hard drive performance, clearing logs & temp files and other check listed maintenance items.	X
	Microsoft Windows O/S Management	Hardware Patches, Feature Release, Hot fixes are updated on a regular basis to servers. This will be applied on Server class OS running on Server class hardware. Updates that require additional trouble shooting to resolve issues before or after installation will be Billed at Time and Materials	X
	Key Application Management/ Maintenance	Updates to routine software as requested to make sure software is in compliance with 3 rd Party Vendors.	Billed Time and Materials
	Unlimited Server Support and Troubleshooting	On a as needed basis 24/7.	Billed Time and Materials
Desktop Support Services	Desktop Endpoint Protection Monitoring as applicable.	Monitoring of Desktop AV, Spyware, Antimalware service	Required with Managed Antivirus

	Desktop Endpoint Protection Management	Every desktop connected to the CITY OF COLLEGE PLACE network is required to run antivirus software. This forms the second line of defense against viruses - ensuring that if infected files are opened on CITY OF COLLEGE PLACE computers, the virus is identified and file access stopped, preventing further infection.	Required with Managed Antivirus
	Comprehensive Workstation Preventative Maintenance	In addition to 24x7 workstation monitoring, plus basic maintenance activities such as patch management, disk cleanup, check disk etc. Updates that require additional trouble shooting to resolve issues before or after installation will be Billed at Time and Materials	X
	License Compliance Reporting	Monitor and supply a regular report showing actual licenses consumed of a specific application, compared to the number of installations of that application. This allows compliance of vendor software licensing agreements and helps to avoid making unnecessary software purchases.	Upon Request
	Unlimited Remote Workstation Support & Troubleshooting	Remotely support desktop workstations running Windows 10 & Mac OS troubleshoot software and or hardware issues during regular business hours and/or scheduled off hours.	Billed Time and Materials
	Unlimited Onsite Workstation Support and Troubleshooting	Onsite support to troubleshoot software and or hardware issues during business hours.	Billed Time and Materials
Network Support Services	Router and Managed Switch Availability and Performance Monitoring	Monitor the ongoing availability and connectivity of networking hardware as well as performance bandwidth, traffic and errors of networking hardware.	X
	Unlimited Remote Support and Troubleshooting for	Remotely support and troubleshoot software and or hardware issues during business hours.	Billed Time and Materials
	Routers and Managed Switches Firmware Updates (as applicable)	Updates for all hardware related to firewalls, managed switches, wireless access points and routers.	Billed Time

			and Materials
Disaster Recovery and Backup Support Services	Monitored Backup Solution (as applicable)	Monitor success, failure or errors related to your on-site backup solution.	X
Security Support Services	Availability / Connectivity Monitoring, and Security Performance Monitoring - Firewalls	Monitor availability and connectivity of the firewall to ensure the device is active. Monitor the health and operation of the firewall, including security incidents reported, network traffic, and device availability.	X
	Firewall Management	Maintain system version software and operating system of the firewall, continually manage policy and configuration changes; coordinate necessary service outages to minimize access and security interruptions.	Billed Time and Materials
IT Consulting Services	Quarterly Network Health Review Meetings as needed.	Regularly scheduled meetings to review a multitude of network health reports and use it as an opportunity to prioritize projects, plan budgets and discuss other solutions that can improve the network.	X
	Reporting, Technical Analysis, Technical Usage, Business Impact	Regular reports that have analysis of technical issues. They include: Windows patch levels/success, backup performance, O/S errors, security issues, application compliance and more.	Billed Time and Materials
CITY OF COLLEGE PLACE User Services	Ticket Management	Users have the ability to create tickets into a secure portal either by emailing or logging via a website provided. Tickets are categorized by priority and CITY OF COLLEGE PLACE will receive regular updates as their issue is being worked until completed. *Authorized Users will be designated by CITY OF COLLEGE PLACE	X
	Phone Support	Realtime Helpdesk and Support Request.	Billed Time and Materials

Enhanced Services			
Element	Component	Description	Included
Managed Risk Intelligence	User Data on Servers/Workstations	Monitoring of data to eliminate the risk of PII (Personally Identifiable Information) Information found on network shares/workstations.	\$6 Month/per Workstation \$20 Month/per Server
Managed Antivirus Required all Systems	Workstation Antivirus	Proactively monitor and mitigate threats to the Workstations/Servers	\$10 Month/per Workstation \$25 Month/per Server
Enhanced Web Protection Required all Systems	Workstation Security	Threat protection above and beyond Antivirus. This service allows for bandwidth monitoring, individual website blocking, and access control management. Whitelisting and Blacklisting workstations.	\$6 Month/per Workstation \$20 Month/per Server
Backup and Recovery Recommended Workstation Required Servers	Cloud Back Up Option	Remote Back up for workstations that are not connected to the domain or have the need to back up data from their workstations. Data Limits: Workstation:100GB Server:500GB *Additional Storage can be purchased @ 99.00 per 100GB.	\$10 Month/per Workstation \$85 Month/per Server
Microsoft 365 Backup	Manage Microsoft 365 backups and recoveries	Automatically back up Exchange mailboxes, contacts, and calendars on a daily schedule. Protect SharePoint sites and permissions, including custom and sub-libraries, as well as OneDrive data and permissions daily.	\$6 Month/per Mailbox
Disaster Recovery Planning	Preventative Services	Work to build a DR Plan for CITY OF COLLEGE PLACE. Work through strategies, alternative locations, data breach scenarios and employee education.	Billed Time and Materials

IT Consulting Services	Proactive Customer Education	Provide technical seminars or meetings to staff about IT security and hot topics regarding CITY OF COLLEGE PLACE's environment.	Billed Time and Materials
Password Vault	Password Vaulting and Privileged Access Management (PAM)	Provide encrypted secure place to centralize credentials and set up folders to organize them as well as allow/disallow access.	\$6 Month/User
Mail Assure	Cloud-based Email Security Platform	Complete Filtering Package. Advanced threat protection for inbound and outbound email. Attachment and macro blocking help protect against zero-day malware.	\$6 Month/per Mailbox
Advanced DNS Filtering	Real Time AI Powered On- or Off-site DNS Filtering	Defend proactively against malicious advertising and the thousands of harmful websites created each day with DNS Filtering. Includes stronger protection, greater network visibility, and user-based reporting.	Price available for Quote based on use case

Out of Scope / Billable Services

NOTE: Price Computers LLC shall not be responsible to CITY OF COLLEGE PLACE for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network other than those conducted by authorized representatives of Price Computers LLC.

For services not explicitly listed in the chart above, CITY OF COLLEGE PLACE can assume those services will be BILLABLE and will be subject to Price Computers LLC bill rates as specified in [Appendix C](#). Possible billable and/or out of scope services will be billed at Standard Time and Materials rate. All advertised rates listed within this document are subject to change based on industry standards or IT market shifts of goods and services. CITY OF COLLEGE PLACE will be notified 30 days prior to change of said rates or services.

Any additional critical devices or software applications added to the network without the consent or acknowledgement of Price Computers LLC will not be honored or supported by Price Computers LLC under this agreement.

Price Computers LLC reserves the right to renegotiate any listed rates based on additions of locations, hardware, software, hardware support requirements, vendor cost increase, IT market good or service shift and/or services as well as modify this Agreement (or any portion thereof) with a 30-day notice.

As such, CITY OF COLLEGE PLACE is responsible for informing Price Computers LLC of changes to the number of devices within five (5) business days. The monthly pricing will be automatically updated with the addition of any new devices or software applications and will be updated to reflect the new suite of devices and software applications being covered under this Agreement.

Appendix C – Contact Information, Service Desk, Response Times & Labor Rates

CITY OF COLLEGE PLACE will designate a managerial level representative to authorize all Support Services. Whenever possible, said representative shall be present whenever a Price Computers LLC service representative is on-site. It is CITY OF COLLEGE PLACE's responsibility to inform Price Computers LLC of any changes made to this representation thirty (30) days in advance.

CITY OF COLLEGE PLACE Contact Information

Primary Contact:	Secondary Contact:

Changes to this agreement may only be requested by the persons named above. It is the responsibility of the CITY OF COLLEGE PLACE to notify Price Computers LLC of changes to the contact person.

Price Computers LLC SERVICE DESK SERVICES

Price Computer's Service Desk provides a point of escalation when CITY OF COLLEGE PLACE has an issue or question. Price Computers LLC's staff is available during business hours to log issues and support your team, or at other times outside of normal business hours as outlined in [Appendix A](#).

CITY OF COLLEGE PLACE can contact Price Computers LLC Service Desk in a number of ways:

Telephone: 509.525.1251 (Store)

Cell: Brad-925.594.1923 Chris-541.969.9763

Email: support@pricecomputersllc.com

CITY OF COLLEGE PLACE Support Portal: TBD

****After hours contact sheet will be provided for Critical Issues.****

Price Computers LLC commits to responding to CITY OF COLLEGE PLACE in a timely manner via phone, email, remote access, and/or on-site services as defined in [Appendix A](#) of this Agreement.

Billable Services & Rate Card

For services not explicitly listed in [Appendix A](#), the following bill rates will apply:

Time of Service	Rates
Business Hours Monday – Friday, 8:00am – 5:00pm	Onsite: \$125 / hour
	Remote: \$125 / hour
After Hours Monday – Friday, 5:00pm – 11:00pm Saturday, 9:00am – 5:00pm	Onsite: \$125 / hour
	Remote: \$125 / hour
Overnight Monday – Friday, 11:00pm – 8:00am Saturday 5:00pm – Monday 8:00am	Onsite: \$125 / hour
	Remote: \$125 / hour
Holidays	Onsite: \$125 / hour
	Remote: \$125 / hour

Holidays Observed and Service Support Hours

Holiday	Date	Service Support Hours
New Year's Day	January 1	24/7
Memorial Day	last Monday in May	24/7
Independence Day	July 4th	24/7
Labor Day	1st Monday in September	24/7
Thanksgiving Day	fourth Thursday in November	24/7
Christmas Day	December 25th	24/7

EMERGENCY SUPPORT

Emergency Support Services are available as outlined in [Appendix A](#). Should CITY OF COLLEGE PLACE detect an issue with a service or device outside standard business hours, please refer to [Appendix A](#) to review entitlements.

Price Computers LLC has defined its Service Desk Severity Rankings and Response times below:

SERVICE DESK SEVERITY RANKINGS AND RESPONSE TIMES

Problem Severity	Initial Response Time/ Communication	Escalation	Expected Time to Resolution
Critical/Emergency	1 hour- Required Phone Call to PCS	N/A	Determined by the nature of the event
Urgent	2 hours/next business day	1 Hour	Determined by the nature of the event
High	4 hours/next business day	2 Hour	Determined by the nature of the event
Normal	6 hours/next business day	4 Hour	Determined by the nature of the event
Low	16 hours/2 nd business day	4 Hour	Determined by the nature of the event

HIERARCHICAL ESCALATIONS

If you have questions or concerns about the operation of the service desk, wish to compliment the team, or simply require more information about an incident; please contact Price Computers LLC at 509.525.1251 or by email: sales@pricecomputersllc.com.

Appendix D – Monthly Pricing Structure

The monthly cost of the Price Computers LLC's Proactive Managed Services Program is based upon a few key factors:

1. Base program cost that includes monitoring of all devices and software identified at the time of signing plus any added hardware with the agreed upon support and management features as identified in [Appendix A.](#)
 - a. Base Monthly Cost is \$12 per workstation.
2. Inclusion of any optional modules or services over and above the base program that were agreed upon in the pre-sales discussions.

Program Components		Component Cost
Program Fee \$20 X # of Workstations	_____	\$
Program Fee \$95 X # of Servers	_____	\$
Managed Antivirus \$10 X # of Workstations	_____	\$
Managed Antivirus \$25 X # of Servers	_____	\$
Enhanced Web Protection \$6 X # of Workstations	_____	\$
Enhanced Web Protection \$20 X # of Servers	_____	\$
TOTAL MONTHLY PROGRAM FEE:	_____	\$



Quote Name: RFQ Response - City of College Place On-Call
Information Technology Managed Services

Quote Number: #010404 | Version 1

Prepared For: City of College Place

Expiration: 05/02/2023



RFQ Response

- (A) Kelley Connect welcomes the opportunity to participate in the City of College Place On-Call Information Technology Managed Services RFQ. We first learned of this opportunity after being referred to Mr. Mike Rizzitiello, City Administrator, from InterMountain ESD Director of Business Development, Rob Naughton. We feel confident in our understanding of the current and future IT needs for the city after meeting with the City Administrator and discussing both in detail. We were pleased to learn about the migration project from Exchange Server to Microsoft 365 as our teams have vast experience in this space and the platform is a standard approach we actively support. Moreover, the platform offers a more reliable infrastructure and ability to improve the overall cyber security posture. Additionally, we see opportunities to optimize the existing budget by leveraging native tools within the 365 and Kelley Connect platforms such as Teams to replace Zoom and an alternative to KnowBe4.
- (B) Founded in 1974, Kelley Connect has provided companies throughout the Pacific Northwest with printing hardware and services to support their business needs. Over the last several years, we have aggressively expanded our geographical footprint and the technology portfolio we offer our clients, who we refer to as partners. Kelley Connect is no longer simply a copier dealer. We have grown into a technology company built to support all your business technology needs. For us, “connect” is now the core of our business. We’ve built a team of in-house technology experts tasked to take a consultative approach to understand your business and get you to solutions faster. We assess technology needs and offer tailor-made solutions that simplify your experience – all to help you run a more successful secure business. With locations across Washington, Oregon, Montana, Idaho, and Alaska, Kelley is among the largest privately-owned and fastest growing office technology companies in the Western US. The broad regional footprint and tenured service organization enable Kelley Connect to maintain a strong local presence and the responsiveness to deliver maximum uptime and customer service.
- (C) Kelley Connect currently employs 356 individuals full time. The Managed Services Provider arm of Kelley Connect represents 52 of those employees. Our strategy for account management, strategic planning and service delivery is to utilize a combination of dedicated staff while leveraging the greater expertise of our team as whole. Specifically, the city will be assigned a dedicated virtual Chief Information Officer (vCIO) and Dedicated Service Team (DST). DSTs are generally positioned in geographic areas in or near your primary location and are comprised of 3-5 team members, a Senior Technician/TeamLeader, field and help desk technicians. The vCIO is a strategic consulting resource there to assist with cybersecurity best practices, annual technology planning, budgeting and IT road mapping. vCIOs will often meet quarterly with senior leadership to continue these efforts and build a proactive stance to IT management. In addition to the dedicated assignments Kelley Connects greater team consists of several engineers with expertise in Windows Servers, SAN Storage, Backup & Disaster Recovery, Core Networking: Firewalls, Switching, Wireless and Microsoft Cloud Services. Our staff has several active certifications from various technology manufacturers such as: Cisco, HP, HPE, Microsoft, Sophos, VMWare and others.
- (D) Kelley Connect's nearest office to the City of College Place is in Walla Walla, WA - <https://kelleyconnect.com/locations/walla-walla-washington/>
- (E) Kelley Connect maintains an active partnership with DELL and 20+ years business history utilizing their workstation and server technology.
- (F) Kelley Connect possesses a basic knowledge of the applications identified. We commonly encounter various line of business applications and do not maintain we're experts in everything. It is our recommendation that active support agreements are in place with each critical line of business application to assure support at the highest level is always available. Kelley Connect will engage the appropriate support channels on behalf of our customers as a standard procedure for no additional fees.
- (G) An aptitude for learning is at the core of our culture. Our DSTs are motivated to gain efficiencies in all aspects of



their work and support. Learning new tools and applications is a large part of this process.

- (H) As part of our Standard Managed Services offering we provide both of these ongoing learning opportunities. Security Awareness Training and routine ethical Phishing campaigns are conducted for all staff throughout the year. Additionally, a leading Microsoft Office and Microsoft 365 training platform called BrainStorm is available for all staff supported. To learn more about BrainStorm see: <https://www.brainstorminc.com/microsoft-365-training>.
- (I) Kelley Connect is approved to sell Microsoft licensing and others at the Federal Government level which supports this requirement.
- (J) Kelley Connect utilizes an industry leading imaging application and refined processes to streamline the deployment of new machines. We typically will receive the hardware, perform this work on our bench and deliver to your location and end-user. We recommend various replacement schedules depending on the IT Asset in question. We understand not every customer can support a replacement schedule per our guidelines. In these cases we find it's important to understand the trade-offs and take other measure to extend the life of hardware if possible. It is critical that IT Assets maintain their manufacturer warranties especially when providing core network services. Regardless, we prefer to offer some level of guidance, below is our current standard:
 - Servers (5 years)
 - Workstations (3-5 years)
 - Tablets (3 years)
 - Firewalls/Routers (3-5 years)
 - Switches (5-7 years)
 - Wireless Access Points (3-5 years)
 - UPSs (5-8 years)
 - Batteries (3 years)
 - NAS (5 years)
 - SAN (5 years)
 - Backup & Recovery Appliances (3 years)
 - Printers / MFPs (5 years)
 - On-premise Phones (5-10 years)
 - Video Security Cameras (5-10 years)
- (K) Throughout our business history Kelley Connect has worked with government organizations at the local, county, state and tribal (Federal) level. We are currently servicing several communities in the Pacific Northwest.
- (L) The Kelley Connect IT Leadership team, Engineering team and Service team consists of highly experienced professionals working closely together with complimenting skills. Collectively experience levels range from a few years to multiple decades working in the IT industry. Our current leadership team includes:
 - [Scott Anderson](#) / Sr. VP, IT Services / Medford, OR / 25+ years' IT experience – *Risk Management, Technology Transformation, Cybersecurity, Leadership*
 - [Mark Tschetter](#) / Director of IT Services & vCIO Manager / Portland, OR / 25+ years' IT experience - *Cybersecurity [CMMC - Registered Practitioner](#) (2021-2023) , Microsoft Cloud Services – Azure Certified, Risk Management, Business Strategy, Leadership*
 - [Keith Harris](#) / Director of Technology / Medford, OR / 25+ years' IT experience – *CIO/IT Management, Leadership, Network Administration, Windows Server Administration, Troubleshooting, Risk Management, Cybersecurity*
 - [Dustin Shaw](#) / IT Service Deliver Manager / Medford, OR / 15+ years' IT experience – *Service Team Leadership, Project Management, Service Delivery, Windows System Administration and Troubleshooting*
 - [Shannon Miner](#) / Director of Sales Eastern Washington / 18+ years' Technology Sales and Management Leadership in Eastern Washington/Oregon to include extensive experience with Federal, State and Local



organizations.

- (M) Kelley Connect does not have extensive experience assisting organizations with Federal, State or Local project funding applications. However our solutions have been utilized often as end results of such awarded funding. Also, depending on the service or solution, we ride several Federal, State and Local contracts to aid in the sourcing of equipment and our services.
- (N) Kelley Connect does provide after hours support. Please refer to following proposal and our Service Level Targets document appended to our RFQ response for specific details to our response times during and after normal business hours.
- (O) All IT projects are not included in our Managed Services agreements and considered unique opportunities that are assessed on a case by case basis. Projects can commence either as T&M work at our published hourly rate or are scoped appropriately with a fixed fee bid and detailed Statement of Work provided. All projects are assigned a Project Manager and Technical lead who will remain on the project for its duration. Project durations will vary based on the size and scope. Generally, new projects require 2 weeks for scoping and will commence with 45 days of approval. Engineering services are included in our agreements and we provide a secure supply chain for the acquisition of new IT assets.
- (P) Kelley Connect can provide both remote and in-person onsite support. We leave the latter up to our discretion in support instances. Onsite support during projects will be accounted for an included in the statement of work.
- (Q) Kelley Connect provides remote network backups and disaster recovery solutions as a standard in all of our Managed Services Agreements. Our engineers will carefully assess the unique RPO (Recovery Point Objective) and RTO (Recovery Time Objective) requirements of your organization and present a solution that will meet or exceed those requirements.
- (R) Security is a big and broad term, but one we don't take lightly. There are many layers and aspects to a properly aligned security posture. We welcome and encourage more conversation around this always which is key function of the vCIO. Please see the appended "15 Ways" document one example of standard approach we take with our clients. However, additional measure are often needed but consider the document an excellent starting point. Our Managed Services is a collection of various point solutions each designed to address a specific layer of security such as Managed Detection & Response with 24/7 threat hunting, and advanced email security filtering designed to identify modern Phishing attacks and additional tools provide better data to our security analysts to support their efforts to stop and reduce the impact of a network breach or attack.
- (S) Kelley Connects roots are in imaging solutions and we staff many skilled copier and printer technicians. Supporting the devices is a vital part of business in every market we serve. We also are adept at VoIP solutions and currently provide these services for many businesses and organizations. We have voice engineers on staff who all have been working with telephony for decades. Faxing and Mailing solutions are other areas of expertise we provide in-house.
- (T) Per the schedule set forth in the RFQ, Kelley Connect can meet the desired onboarding deadline of July 1st or sooner.



Standard Managed Services

Virtual Chief Information Officer Services

Kelley will have a dedicated individual participate as part of the organization's senior leadership team including attending management meetings, board meetings, and other meetings as required.

Strategic Technology Planning

Kelley will collaborate with key stakeholders on a mutually agreed upon schedule not exceeding a quarterly basis to develop an IT strategy in alignment with the short and long-term objectives of the partners organization. A detailed roadmap and predictable budget will be provided annually to ensure major projects and expenses are planned for well in advance.

The assigned vCIO will be the partners main point of contact for all strategic items, escalated issues, and overall account management.

BrainStorm

Brainstorm is an innovative and comprehensive end-user training solution for the Microsoft Office and 365 suite. It provides accessible and applicable training in an easy to use, searchable platform. End users can learn more about the technology they use and find new ways to be more efficient and productive turning adopted users into optimized users.

Helpdesk Support

Enjoy the flexibility of our three methods described below for contacting the Kelley Support team directly during normal advertised business hours (7:00AM - 6:00PM PT) :

- Phone: Through our direct support phone line, calls are answered by Engineers who can immediately begin resolving your support request.
- Email: By sending a brief email to support@kelleyconnect.com, partners can create a support request and prompt a support technician to follow up quickly or at a specified time.
- Portal: Through the easy to use web-based portal, partners can submit new support requests and review information from existing or previous incidents all in one place.

The Helpdesk is the initial escalation point for partner technical issues. This team will focus on triage and technical resolution of most IT related issues (Email, password resets, access issues, equipment troubleshooting, printing issues, virus and malware infections and more).

Onsite Support

During normal advertised business hours (7am-6pm PST M-F), Kelley Engineers will provide support for partner infrastructure and users at the partners location(s) when deemed necessary by Kelley.

24x7 Network Monitoring

Monitoring of critical functions on all network devices and proactive alerting when predetermined thresholds are met, allowing Kelley NOC (Network Operations Center) to take action and avoid service interruption for the partner.



Security Patching

Necessary Windows and Third-Party patches are tested and then automatically identified and applied during pre-determined maintenance windows to ensure security vulnerabilities are minimized.

Antivirus Protection

Managed antivirus protection is installed on all computers and servers. The antivirus database is automatically updated hourly to protect against all the latest threats.

Virus Removal

All efforts associated with disinfecting a partner PC from any virus, malware, or other malicious programs will be provided for up to four (4) PC's per any given single instance. A network-wide virus or malware infection of five (5) or more PC's or any server will require project discovery, scoping, and implementation services outside the scope of this agreement to be billed at \$220 per hour.

Onsite Data Backup

Server images are transferred to a secure local appliance as frequently as every 15 minutes. All data is encrypted during transfer from server to local appliance and remains encrypted at rest.

Offsite Data Backup

Server images are transferred from a secure local backup appliance to a state-of-the-art SSAE16 SOC 2 Type 2 certified data center. All data remains fully encrypted through the transfer and remains encrypted at rest in the data center.

Data Recovery

A system recovery plan is tailor made to the specific recovery time objective (RTO) and recovery point objective (RPO) of the partner. Kelley's system recovery capabilities are able to quickly restore a system and ensure services are available as quickly as possible. Recovery time may be affected by file size, network speed, or other factors. Quarterly data validation checks are performed to ensure recovery is possible.

Line of Business Application

Kelley will support application accessibility on the network and will coordinate with the application vendor to provide "best effort" support for application functionality.

For Kelley to provide "best effort" support for Line of Business Applications, the partner is required to have a current vendor support agreement. If the partner does not have a current vendor support agreement, all Line of Business Application support will be billed at \$220 per hour.

Version upgrades are included if upgrades may be done during standard business hours. If they must be done outside business hours, a charge of \$330 per hour will apply. Major application version upgrades and/or changes may require project discovery, scoping, and implementation outside the scope of this agreement at an additional charge.

Equipment Recommendation



Recommendation for all new or replacement equipment will be based on specific partner needs described during the initial discovery and prioritization process. This service applies to standard solutions, such as desktops, laptops, tablets, printers, etc., and does not include professional technical engineering services which may be required for certain projects performed outside the scope of this agreement.

Additional Mobile User

A "Mobile User" is defined as a member of the partners organization who uses an IT related service or device for email only. This type of user is not required to have an individually named account created in Active Directory and does not have access to the business network, files shares and related domain services. All other service, generic, distribution or other accounts will not be considered a "Mobile User".

Standard Security Services

Endpoint Protection with Managed Detection & Response

Endpoint Protection and, proactive threat-hunting that finds, contains, and neutralizes the most sophisticated attacks 24/7.

- Exploit Prevention
- Anti-Ransomware
- Endpoint Detection and Response
- Deep Learning Technology
- Managed Threat Response
- Lead-Driven Threat Hunting
- Adversarial Detections
- Security Health Check
- Activity Reporting
- 24/7 Leadless Threat Hunting
- Dedicated Threat Response Lead
- Direct Call-In Support
- Enhanced Telemetry
- Proactive Posture Improvement
- Asset Discovery

Phish Threat Testing & Security Awareness Training

Security Awareness Training

- On demand self paced on line or web-based training for all managed users
- New employee onboarding to security awareness training

Phishing attack simulation

- Quarterly simulated phishing attack campaign
- Quarterly reporting on phishing campaigns

Dark Web Monitoring

Dark web monitoring, also known as cyber monitoring, is an identity theft prevention solution that monitors identity information on the dark web, and alerts if information is found online.

Security Recommendation & Consultation

Kelley will provide technical Subject Matter Experts (SME's) as needed to discuss technical or security-related initiatives, risks or general alignment of the business and technical strategy.



Excluded Services

Project Services

For all items outside the scope of this agreement, Kelley offers professional project services to perform a detailed discovery, scoping, and implementation. Project services will be proposed with a detailed statement of work and fixed-fee or hourly Time and Material service estimate. All project services require partner approval prior to initiation of billable work or purchase of equipment. Examples of common project services are: server replacement, firewall replacement, other major hardware implementation or refresh, wireless access point installation or refresh, software development, advanced scripting, third party software audits required by Microsoft or other vendors, and other advanced system changes.

Recovery from a Security Breach

Security Breach affecting multiple users, services, applications and or databases. Kelley will work with the partner upon such an event to remediate issues however all work done during remediation is considered billable.

24x7 Afterhours Support

Outside of normal advertised business hours, Kelley Engineers will provide support for partner infrastructure and users for mission-critical incidents that may arise. An after-hours rate of \$330 per hour applies to support requests outside of standard business hours (7:00am - 6:00pm PST, Monday - Friday).

Policy and Compliance Documentation

Kelley can provide default reporting for all products within the scope of this agreement. Matching reporting to compliance needs or authoring Policy documentation is the sole responsibility of the partner or can be contracted as part of Project Services.

Formal Training Services

Kelley will accommodate reasonable requests for technical training and may teach helpful tips and tricks to the partner during the support process. Formal application-specific training, e.g., Excel Training, PowerPoint Training, etc. is not included in this agreement. Formal training services may be quoted at the partners request.

PC Setup

A "Standard PC" is a PC purchased from Kelley. Standard PC's are installed at a flat rate of \$250 per machine for standard installs.

A "Non-Standard PC" is a PC purchased from any source other than Kelley. All hours worked on preparation, configuration, and onsite installation will be invoiced outside of this agreement at a rate of \$220 per hour. Ongoing support of a Non-Standard PC will be covered by this agreement only if the Non-Standard PC meets all minimum specifications defined by Kelley and has been approved by Kelley prior to purchasing.

All PC's must be 5 years old or newer to be supported under this agreement. All newly purchased PC's will come with a 3-year warranty. If a PC has hardware failure after the warranty expires, the partner agrees to buy a new PC rather than replace parts in an aged PC or to be billed outside this agreement at a rate of \$220 per hour to replace hardware.

Non-Standard Phone Systems

A "Non-Standard Phone System" is defined as any phone system other than Kelley Authorized. Support of Non-Standard Phone



Systems is "best effort" with no guarantee of resolution. All hours worked on Non-Standard Phone Systems will be invoiced outside this agreement at a \$220 per hour rate.

Non-Standard Printer Setup

A "Non-Standard Printer" is a Printer purchased from any source other than Kelley. All hours worked on preparation, configuration, and onsite installation will be invoiced outside of this agreement at a rate of \$220 per hour. Ongoing support of a Non-Standard Printer will be covered by this agreement only if the Non-Standard Printer meets all minimum specifications defined by Kelley and has been approved by Kelley prior to purchasing.

Personal Computer Support

A "Personal Computer" is defined as any machine with a consumer-grade operating system installed, such as Windows 7 Home Basic/Premium, or a non-professional or enterprise versions of Windows 8, Windows 8.1, and Windows 10. Any machine not owned by the partner organization is also considered a personal computer.

Rental Equipment

In the event of a major system outage, Kelley may provide temporary rental equipment to restore system accessibility. All rental equipment is based on availability and is subject to daily or weekly billing rates.



Onboarding Project - Statement of Work

Backup Solution Implementation

Implement backup appliance. Configure servers to backup to appliance and appliance to backup to data center. Data validation.

Documentation

Collect and/or develop documentation relating to supportability of the organization, such as network diagram, staff directory, vendor list, and knowledge base articles for frequent incidents.

Firewall Implementation

Discovery and design session with partner to determine desired security settings for content filtering, etc. Configuration and onsite deployment of firewall.

Server Onboarding

Installation of management agent, antivirus protection, and remote support software.

Staff Training

Training staff on the simple process of obtaining technical support from Kelley, and a review of best practices to ensure expectations are consistent on both sides of the partnership.

Workstation Onboarding

Installation of management agent, antivirus protection, and remote support software.



RFQ Response - City of College Place On-Call Information Technology Managed Services

Quote Information:

Quote #: 010404
Version: 1
Delivered: 04/13/2023
Expires: 05/02/2023

Prepared for:

City of College Place
Mike Rizzitiello
625 South College Avenue
College Place, WA 99324
mrizzitiello@cpwa.us
(509) 394-8506

Prepared by:

Kelley Connect
Mark Tschetter
(541) 858-4288
mark.tschetter@kelleyconnect.com

Onboarding Project - Services		Price	Qty	Ext. Price
	Fixed Price Onboarding Services per Statement of Work	\$13,905.00	1	\$13,905.00
Onboarding Project - Services Subtotal				\$13,905.00

Onboarding Project - Products		Price	Qty	Ext. Price
	Datto S5 - 24TB Business Continuity and Disaster Recovery Appliance	\$13,500.00	1	\$13,500.00
	Datto S5 - 24TB Business Continuity and Disaster Recovery Appliance (Kelley Connect Free Hardware Promo) Special promotion requires a minimum 36 month service agreement	(\$13,500.00)	1	(\$13,500.00)

KelleyCOMPLETE		Recurring	Qty	Ext. Recurring
KelleyCOMPLETE	Complete Monthly Base Fee KelleyCOMPLETE Agreement Agreement Start Date: 6/1/2023 <u>Initial Term:</u> 48 Months 72 Managed Users 4 Managed Partner Locations	\$11,550.00	1	\$11,550.00



KelleyCOMPLETE		Recurring	Qty	Ext. Recurring
	Datto S5 - 24TB Business Continuity and Disaster Recovery Service (7-Year Time Based Retention) - Automated backups - Data restored from any point in time - Server images replicated to Cloud datacenter for disaster recovery - Virtualize protected servers locally or in the Cloud	\$2,355.00	1	\$2,355.00
KelleyCOMPLETE Recurring Subtotal				\$13,905.00

KelleyCOMPLETE - Additional Fees		Price	Qty	Ext. Price
	Additional Managed User A "Managed User" is defined as a member of the partners organization who uses an IT related service or device. Each user is required to have an individually named account created in Active Directory to ensure accuracy of invoicing. All other service, generic, distribution or other accounts will not be considered a "Managed User".	\$150.00	0	\$0.00
	Additional Managed Partner Location A "Partner Location" is defined as an additional physical address where services are to be provided.	\$300.00	0	\$0.00
	Hourly Services Rate Hourly services rate for additional services outside the scope of this agreement. Minimum charge of .25 hours for Remote Support and 1 hour for Onsite Support.	\$220.00	0	\$0.00

Quote Summary		Amount
Onboarding Project - Services		\$13,905.00
Total		\$13,905.00

Recurring Expenses Summary		Amount
KelleyCOMPLETE		\$13,905.00
Recurring Total		\$13,905.00



**Due to supply chain issues, product availability and pricing are subject to change.

By signing and accepting this document, Partner acknowledges full understanding and acceptance of the Terms and Conditions of the Quote.

Signature

Date

Additional Information

Suitability of Existing Environment

In order for Partners existing environment to qualify for Kelley's Managed IT Services, the following requirements (the "Minimum Standard Requirements for Service") must be met.

1. All Servers, PC's and Notebooks/Laptops must have vendor-supported versions of Professional Operating Systems.
 - a. All Servers must have current Onsite Warranty.
 - b. All PC's and Notebooks/Laptops must be less than 5 years old.
2. All Server and Desktop Software must be genuine, licensed and vendor supported.
3. A firewall that meets current security standards and is less than 5 years old.
4. All network switches must have management capabilities.
5. All wireless data traffic in the environment must be securely encrypted.
6. There must be an outside static IP address assigned to a network device.
7. Backup and Recovery solution must be Image-based with off-site-data retention.

Chronically Failing Equipment

Experience has shown equipment belonging to Partner which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, Partner agrees to work constructively and positively with Kelly to replace the equipment at Partners additional cost.

Coverage Excluded

All labor required for installation or repair of the below devices are not included or covered under this Agreement and all hourly labor or required parts will be invoiced separately at \$220 per hour. Services rendered under this Agreement do not include:

1. Parts, equipment or software for Partners telecommunications systems which are not covered by Provider's Managed IT Services warranty or support.
2. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
3. The cost of any 3rd party Vendor or Manufacturer Support or Incident Fees of any kind.
4. The cost to bring Partners environment up to Minimum Standard Requirements for Service.
5. Service and repair made necessary by the alteration or modification of equipment by anyone other than those authorized by Kelley, including alterations, software installations or modifications of equipment made by Partners employees or anyone other than Kelley.
6. Maintenance of Applications software packages, whether acquired from Kelley or any other source.
7. Attempted data recovery from PC's/Notebooks/Laptops and 3rd party cloud storage services not supported under this Agreement.

Additional Equipment



Partner must immediately notify Kelley upon installation of any computers, servers, backups or network devices or any additional hardware at Partners site capable of utilizing the Support functions outlined in the Agreement (The "Additional Equipment"). Such Additional Equipment will automatically be included in this Agreement and billed accordingly to Partner at the rates previously agreed upon and outlined in the Agreement Terms section of this Agreement. Any Additional Equipment that is not outlined in the Agreement Terms section of this Agreement, and is requested to be supported under this Agreement, will require an Amendment to this Agreement, signed by both parties, outlining the category and count of Additional Equipment, pricing and coverage dates for support.



Managed Services Agreement (MSA)

THIS MANAGED SERVICES AGREEMENT ("this Agreement") entered into effective as of the exact date specified in this proposal as the "Agreement Start Date", by and between Kelley Connect Co (hereinafter referred to as "Provider"), and City of College Place (hereinafter referred to as "Partner"). WHEREAS, Provider is in the business of providing IT management services as an independent contractor; and WHEREAS, Partner desires to retain Provider as an independent contractor to provide certain IT management services to Partner, as further described in this Agreement; and WHEREAS, Provider and Partner desire to enter into this Agreement with respect to the terms under which Provider shall provide such IT management services to Partner and the payment of Provider for the services to be provided, NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.1 Services To Be Provided. During the term of this Agreement, Provider will provide the services, software, hardware and other equipment specifically described in the preceding sections of Quote #010404, which is attached hereto and hereby incorporated by reference as a part of this Agreement. The services, software, hardware and other equipment described in the preceding sections of Quote #010404, as may be amended by any addendums entered into by the parties, shall be collectively referred to herein as "the Services".

1.2 Excluded Services. Unless specifically set forth in the preceding sections of Quote #010404, Provider shall not be obligated to provide any additional services, software, hardware or other equipment, unless an addendum to this Agreement is entered into by the parties describing the additional items to be provided and the compensation to be received by Provider for the provision of such items. In particular, but without in any way limiting the foregoing, the Services do not include the cost of any third party vendor or manufacturer support or incident fees of any kind, or service and repair required due to the alteration or modification of Partner's equipment or software which was not authorized or performed by Provider.

1.3 Additional Services. During the term of this Agreement, Provider may provide additional IT Services to Partner upon the specific written request of Partner. Provider shall not be obligated to provide such services unless and until Provider has accepted Partner's request and the parties have each signed a new proposal describing the services to be provided by Provider and the additional fees and costs related thereto. All such additional services requested by Partner and approved by Provider in writing to be undertaken shall be collectively referred to herein as "Additional Services".

1.4 Additional Services; Additional Costs. Other than the Services described above, Provider shall not be obligated to provide any Additional Services, nor shall Provider be obligated to provide any software, hardware or other equipment, unless a new written proposal is entered into by the parties. In the event that any software, hardware or other equipment is required to be purchased for Partner in order for Provider to provide Additional Services, and in the event that Provider and Partner have not otherwise agreed on a price for such equipment, the Partner shall reimburse Provider for Provider's actual costs incurred in acquiring such software, hardware or other equipment, plus a markup of not less than ten percent (10%) on the actual cost of such equipment necessary for Additional Services ("Additional Costs"), in addition to the hourly rate described in the "Additional Fees" section of this Agreement.

2.1 Base Fee. As compensation for the Services to be provided by Provider pursuant to this Agreement, Partner shall pay to Provider the base fee as set forth in Quote #010404 ("the Base Fee") to be adjusted as provided below.

2.2 Additional Fees and Costs. Partner shall also pay to Provider any incurred overage charges as outlined on respective "Additional Fees" section and Additional Costs as described in Section 1.4.

2.3 Invoices. Partner will be invoiced on a monthly basis on the first day of each month for the Services to be provided during that month. Partner shall also pay Provider for all invoices resulting from Additional Services and Additional Costs requested by Partner.

2.4 Adjustments to Base Fee Due to Increase or Decrease in Services. In the event that the Services to be provided by Provider and set forth in the preceding sections of Quote #010404 are increased or decreased by mutual agreement of the parties during the term of this Agreement and an addendum to the preceding sections of Quote #010404 is entered into by the parties to reflect such increase or decrease, the Base Fee shall be adjusted accordingly.

2.5 Cost of Living Increase. The Base Fee, to be adjusted as provided in the preceding section of Quote #010404, shall be increased each year on the anniversary date of the effective date of this Agreement by five percent (5.0%). Additionally, in the event of major cost increases incurred by Provider outside of its control, Provider reserves the right to increase the Base Fee and Additional Services by up to ten percent (10%) one time during the term of the agreement.

2.6 Payment. Partner shall make payment within thirty (30) days of receipt of a monthly invoice. Amounts not paid within sixty (60) days after the date of the invoice shall accrue interest at a rate of eighteen percent (18%) per annum, or the legal maximum if less, from the date of the invoice until paid in full. Partner shall be liable for and shall pay to Provider all reasonable costs of collection, including without limitation attorneys' fees and court costs for undisputed amounts. ACT payment is preferred. Amounts paid by credit card shall incur a processing fee of one percent (1%).

3.1 Initial Term. The initial term of this Agreement shall be outlined in the preceding sections of Quote #010404. The Initial Term shall commence on the effective date defined as "Agreement Start Date" as set forth above and shall terminate on the date specified in the preceding section of Quote #010404 unless otherwise terminated as provided in Section 10.

3.2 Automatic Renewal. Notwithstanding the foregoing, unless either party gives the other party written notice of its intent not to renew this Agreement at least thirty (30) days prior to the end of the previous Term, this Agreement shall renew automatically for successive terms of one (1) year ("the Renewal



Term(s)"). Alternatively, Partner may affirmatively elect in writing at least thirty (30) days prior to the end of the previous Term to renew on a month-to-month basis which shall be subject to a twenty percent (20%) surcharge on the Base Fee, as adjusted, each month. The Renewal Term(s) shall be subject to the same terms and conditions of the Initial Term, including any increases to the Base Fee provided in Section 2 of this Agreement, and shall commence on the day following the expiration of the prior Term.

4. Ownership of Certain Software, Hardware and Equipment. Any and all software, hardware and equipment identified in the preceding sections of Quote #010404 as being owned by Provider ("the Provider Property") shall at all times remain the sole property of Provider, and Partner is only entitled to a limited license to the Provider Property during the term of this Agreement. Partner will not attempt to sell, resell, tamper, troubleshoot, repair, move from Partner's business premises, or otherwise modify the Provider Property without the prior written consent of Provider. Upon the expiration or earlier termination of this Agreement for any reason, Partner agrees to return any and all Provider Property to Provider within ten (10) days after the expiration or termination date. Partner further acknowledges and gives permission to Provider to enter upon Partner's business premises to take possession of any and all Provider Property from Partner's location after such 10-day grace period, and agrees all efforts to recover such property will be deemed consensual and not a trespass, and agrees to reimburse Provider, on demand, for expenses incurred by Provider during the recovery in addition to all other amounts owing under this Agreement. Partner agrees and understands that the Provider Property is to be maintained completely by Provider. Provider reserves the right to terminate this Agreement immediately in the event of any breach of this Section "Ownership of Certain Software, Hardware and Equipment" by Partner. Partner agrees to make all reasonable attempts to keep the Provider Property safe, secure and protected while in Partner's possession, including but not limited to maintaining insurance on all the Provider Property during the term of this Agreement with coverage in an amount at least equal to the full retail value of the Provider Property and with Provider named as an additional loss payee. Partner will provide proof of such insurance to Provider upon request by Provider. Partner further agrees to be responsible for any and all costs for the repair or replacement of the Provider Property while in Partner's possession should it be damaged or repaired by an unauthorized third party.

5. Initial Setup and Delays. Partner hereby acknowledges that the setup of the system may be delayed for reasons outside Provider's control, including but not limited to, compatibility issues related to Partner's software, back-ordered equipment, supply chain delays, natural disasters, and unpredictable socially disruptive events. Provider is not liable for any losses or costs attributed to such delays.

6.1 Provider's Representations and Warranties. In connection with the performance of its obligations under this Agreement, Provider hereby represents and warrants to Partner as follows: Provider will perform the Services in a professional and workmanlike manner, in accordance with standard industry practices. Provider will provide, at its expense, the necessary personnel and equipment to perform the Services.

6.2 Partner's Representations and Warranties. In connection with the performance of its obligations under this Agreement, Partner hereby represents and warrants to Provider as follows: In order to allow Provider to perform the Services contemplated by this Agreement, Partner hereby authorizes Provider to install, modify and/or manipulate software on Partner's computer system(s), including but not limited to software already installed on Partner's computers or otherwise in Partner's possession, and to view any data on Partner's computers within the regular course of such installation, modification, and/or manipulation. Partner also authorizes Provider to delete, change, and/or rewrite any necessary information stored on Partner's computers which Provider reasonably believes to be necessary in order to complete any such installation, modification, and/or manipulation of software on Partner's computers consistent with standard industry practices.

6.3 Indemnification. All representations and warranties made in this Agreement will survive the execution of this Agreement. Partner agrees to indemnify, defend and hold Provider, its successors and assigns, harmless, from and against, any and all claims, liabilities, obligations, costs, expenses, and reasonable attorney's fees (collectively, "Damages") arising out of or related to any breach or inaccuracy of any representation or warranty of Partner made in this Agreement or any related agreement.

6.4 Software Licenses. Partner hereby acknowledges and agrees that it has the sole legal responsibility for the ownership and/or rights to license and use all software used in connection with Partner's business. Partner further represents and warrants to Provider that Partner has, and so long as this Agreement is in effect will continue to maintain, valid licenses or other legal rights to use all of such software, without violating or infringing on the intellectual property rights of any other person or entity, and Partner agrees to indemnify and hold Provider free and harmless from any unauthorized installation or use of software on Partner's system(s).

6.5 Upgrade or Replacement of Software or Hardware. In the event that any software, hardware, or equipment owned by Partner which is being maintained or serviced by Provider pursuant to this Agreement is determined by Provider to be chronically failing, due to repeated breakdowns which consistently cause user and business interruption notwithstanding repairs provided by Provider, Partner agrees to promptly replace any such failed software, hardware or equipment, at Partner's expense.

7. PROVIDER MAKES AND PARTNER RECEIVES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND THERE IS EXPRESSLY EXCLUDED ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTNER ACKNOWLEDGES AND AGREES THAT THE COMPENSATION PAID TO PROVIDER UNDER THIS AGREEMENT DOES NOT INCLUDE ANY CONSIDERATION FOR THE ASSUMPTION BY PROVIDER OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, PROVIDER SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR ANY SIMILAR COSTS, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PROVIDER. IN NO EVENT SHALL PROVIDER BE LIABLE HEREUNDER TO PARTNER FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY PARTNER TO PROVIDER UNDER THIS AGREEMENT AS BASE FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.



8. Confidentiality. Each party will protect the secrecy of all Confidential Information, as that term is defined below, received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information, except as permitted in this paragraph or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party under this Agreement will survive any expiration or termination of the Agreement. Upon the expiration or termination of this Agreement for any reason, each party will immediately cease all use of the other party's Confidential Information and will promptly return, or at the request of the other party, destroy, all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will also remove all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a party will certify in writing its compliance with this paragraph. As used herein, the term "Confidential Information" means technical information related to Products or Services, either party's business and/or technical information, and any other information identified by the disclosing party as confidential or proprietary, regardless of whether in tangible, electronic or other form. Confidential Information does not include materials or information that: (i) is generally known by third parties as a result of no act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information and without restriction on disclosure; (iii) was already known by the receiving party prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (iv) was independently developed by the receiving party.

9. Partner Data. In the event of expiration or termination of this Agreement, Provider is under no obligation to maintain any Partner information. Partner shall have fourteen (14) days after termination or expiration of this Agreement to backup any information maintained by Provider or on Provider's hardware, software or equipment. After fourteen (14) days, Provider is authorized to delete any information or destroy any hardware, software or equipment which contains Partner information.

10.1 Failure to Pay. If Provider does not receive full payment within ninety (90) days after the date of an invoice, Provider may terminate this Agreement and/or Provider may suspend its performance immediately upon ten (10) calendar days' notice to client of nonpayment. In the event Provider terminates this Agreement for Clients failure to pay within ninety (90) days of the date of a monthly invoice, Partner shall pay an early termination fee equal to the following: (a) if any part of the nonpayment is for a monthly fee within the first year of the Agreement, then Partner shall pay an early termination fee equal to three (3) months of the Agreement base fee, or the sum of \$5,000, whichever is greater; (b) if the nonpayment is for a monthly fee within the second year of the Agreement, then Partner shall pay an early termination fee equal to two (2) months of the Agreement base fee, or the sum of \$5,000, whichever is greater; or (c) if the nonpayment is for a monthly fee after the completion of the second year of the Agreement, then Partner shall pay an early termination fee equal to one (1) month of the Agreement base fee, or the sum of \$5,000, whichever is greater. In no event shall the early termination fee be less than the sum of \$5,000.00.

10.2 Nonperformance. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notices to the other party's management representative describing the alleged failure in reasonable detail within thirty (30) days of such alleged failure. If the breaching party does not, within thirty (30) calendar days after receiving such notice, undertake reasonable measures to cure such breach and diligently work towards a cure, then the non-breaching party may terminate this Agreement. In the absence of written notice describing the alleged breach followed by a thirty (30) day opportunity to cure, this Agreement shall remain in full force and effect including all payment obligations.

10.3 Financial Risk. Either party may terminate this Agreement in the event that the other party terminates or suspends its business operations, or upon the bankruptcy or insolvency of such other party.

10.4 Obligations Following Termination. In the event of termination of this Agreement by either party, Provider shall be entitled to prompt payment for all Services provided pursuant to this Agreement through the date of termination, without setoff. Partner agrees to disable all administrative access for Provider and to change all administrative account passwords on the date of termination.

11. Nonsolicitation. Partner will not, either directly or indirectly (except through Provider) solicit, hire, or contract with any Provider employee during the term of this Agreement and for a two (2) year period following termination thereof (hereafter referred to as the "Nonsolicitation Term"). In the event that Partner desires to directly hire any Provider employee during the Nonsolicitation Term, Partner must obtain Provider's prior written consent, which may be withheld in Provider's sole and absolute discretion. If Partner hires a Provider employee without first obtaining the written consent of Provider, Partner shall pay Provider a liquidated damage equal to one hundred percent (100%) of the employee's fair market salary, as determined by Provider in its sole discretion.

12.1 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue shall exclusively lie in the County of King, City of Kent.

12.2 Entire Agreement. This Agreement, including the preceding sections of Quote #010404 attached hereto, constitutes the entire agreement between Partner and Provider with respect to the subject matter hereof, and may only be modified by a signed written Addendum by both parties.

12.3 Attorneys' Fees. In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in prosecuting or defending such dispute, including reasonable attorney's fees, even though suit or action is not filed, and if suit or action is filed, the prevailing party shall be entitled, in addition to costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable as attorney's fees, in the trial court, on any appeal, and/or in any bankruptcy proceeding.

12.4 Severability. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.5 Force Majeure. Provider is not responsible for failure to render Services under this Agreement due to circumstances beyond its control including, but not limited to, acts of God, delays caused by Client, court order, labor disputes, and non-performance by a third party.



12.6 Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.7 Parties Bound; Assignment. This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Partner may not assign its rights or obligations hereunder to any other person or entity without the prior written consent of Provider, which consent may not be unreasonably withheld. Provider may assign its rights or obligations hereunder upon thirty (30) calendar days' written notice to Partner. Notwithstanding the foregoing, a sale or merger of Provider or substantially all of its assets shall not be deemed to be an assignment.

12.8 Notices. All notices to be given to by one party to the other pursuant to this Agreement must be given in writing, and may be given by facsimile, a nationally recognized overnight carrier, personally, or by depositing the same in the United States mail, postage prepaid, certified or registered, and addressed to the party at the following address or such other address as the party may from time to time designate in writing and given in the manner provided herein:

Provider: Kelley Connect Co
Attn: Scott Anderson
3521 Avion Drive
Medford, OR 97504

Client: City of College Place
Attn: Mike Rizzitiello
625 South College Avenue
College Place, WA 99324

12.9 Timely Notification of Changes. Partner agrees to make all reasonable efforts to notify Provider, in writing or via email, ten (10) business days prior to, and in no cases later than ten (10) business days after, knowing a change to the existing supported environment will be made that will cause an increase or decrease in additional fees. As an example, adding or removing staff members, adding or removing client locations, etc.

Michael Rizzitiello

From: Mark Tschetter <mark.tschetter@kelleyconnect.com>
Sent: Wednesday, April 12, 2023 5:24 PM
To: Michael Rizzitiello
Cc: Joe Tomer; Rachel Ferrell; Shannon Miner
Subject: RSQ: Managed Information Technology Services - Kelley Connect Response
Attachments: RFQ Response - City of College Place On-Call Information Technology Managed Services (Kelley Connect).pdf

STOP and VERIFY - This message came from **outside** of the City of College Place.

Dear Mr. Mike Rizzitiello,

We are pleased to present our response to your RSQ: City of College Place On-Call Information Technology Managed Services. Please refer to the attached PDF which provides all answers to all questions A through T. We did not see a place to include specific project examples but noticed that it is a key scoring criterion. We trust the following link to recent case studies will be sufficient in this regard. There are five IT examples for your review:

<https://kelleyconnect.com/case-studies/>

We appreciate your willingness to accommodate our schedule for an early walk-through today. It was most helpful. Finally, my schedule next week does not allow for my presence during the formal interview if we are selected. We will wait to see if that transpires and if so an appropriate representative will attend in my place.

Sincerely,
Mark



Mark Tschetter
Director of IT Solutions

c 541.912.6104
o 541.858.4288

kelleyconnect.com

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City of College Place Request for Qualifications Responses

On-Call Information Technology Managed Services (Consultant)



Prepared By: Christopher Price & Bradley Price

Phone: 509.525.1251

Email: sales@pricecomputersllc.com

April 14th, 2023

City of College Place

625 South College Ave.

College Place, WA 99324

City of College Place Officials,

Thank you for allowing us to tour your facility and understand the needs of the city. It is our interpretation that you are seeking a replacement IT company to perform the necessary IT needs of the municipality. Your current infrastructure is mainly Cisco based networking and Dell server/workstation/laptops. You currently have 85 computer devices under management and multiple wireless devices that are currently Ubiquity branded. Email at the City of College Place is currently utilizing an on-premises server and within the 2023 year you are looking to migrate that to Microsoft365 formally known as Office365. Your current ERP system is SpringBrook with a migration set to move to Tyler Cloud ERP. Your current environment utilizes Charter/Spectrum for internet purposes. The transition of IT services must be completed by July 1 as your current IT provider will be exiting the municipality business. **(A)**

It is our pleasure to have the opportunity to explain our company, Price Computers LLC to you. We have been in the Walla Walla valley for over 23 years. Twelve of those have been based in College Place as a home business that has expanded. We opened our retail storefront in 2016 at the address of 85466 Hwy 11, just ½ mile across the stateline on the Milton Freewater highway. At that location we have over 2900 sf. of space to stock everything we need to support your business. In 2018 we merged with AgData Computer Systems. In this merger we acquired the staff of that business and joined forces to be a staple for Information Technology Services in the valley. That business had been servicing the area for over 70 years. We generally stock on average enough to replace 10-30 computers at a time. Our technicians are there to answer calls, provide customer support for clients who call, email, submit a ticket, or who come into the store. We have over 400 businesses we support at all levels in the Walla Walla valley. Many of them are medical offices, non-profits, law firms, hospitality, and retail store fronts. **(B)**

We provide the following services:

- Server/Workstation/Laptop Sales and Service.
- Network Management and Infrastructure Support including Fiber optics and Wireless.
- Remote Management and Monitoring Services of Servers and Desktop/Laptops.
- Cybersecurity Services

- Onsite and Remote Business Technical Support
- Office 365 Hosting and Configuration, SharePoint, Exchange, OneDrive, Word, Excel, PowerPoint, Teams, Bookings, and Power Apps.
- Copier and Printer Sales/Support/Toner Sales & Print Management.
- Security Camera Sales and Installation.
- Software Consulting and Setup. (Spring Brook, Sage, QuickBooks, MIP Accounting, etc.)
- Onsite and Remote Technical Training.
- Vendor Management & Contract Negotiations.
- Webhosting and Website Consultation.

Our staff is comprised of myself, Christopher Price, Co-Owner, Chief Technology Officer, and Bradley Price Co-Owner, Chief Operating Officer. We currently have 2 full-time technicians and an Office Manager. The two dedicated technicians to this account would be Brad and Chris. Prior to working for Price Computers full time, Chris was a tenured 15-year employee of Baker Boyer Bank as a Systems Administrator II. He currently holds a Bachelor of Science in Computer Information Technology with an emphasis in Cyber Security and has been working in the IT field for over 20 years. Brad challenged the local computer degree program and has over 25 years in Information Technology. Our corporate office is based out of a Walla Walla location and our storefront is just over the stateline on highway 11. **(C, D, L)**

Price Computers does have a strong working knowledge of Dell Computers and Servers. We are currently working with Dell to become a Dell certified repair location. Our technicians work on Dell servers, desktops, and laptops quite often as they are brought into the store for repair. Our dispatched technicians work with other businesses who have Dell products and have serviced them without issue. **(E)**

In our line of work, we must be flexible and be willing to learn our customers' software to provide the highest level of support possible. When it comes to Tyler ERP and ESRI GIS we will be the first to admit that we are not currently working with these companies but are able to in the future. We do however have proficient knowledge in all of Microsoft Windows operating systems, (DOS, WIN3.11, Win XP, WIN ME, WIN 7, WIN 8, WIN 10, WIN 11 and Server operating systems as well). We have customers with AUTO CAD programs and have supported their needs as needed. We are in a business where we never stop learning. We have the aptitude and desire to learn and support Neogov, Revize Website Suite, BoardDocs, and Security lines. There will be many more that we will experience, and we are up for the challenge. **(G)**

Never is there a day where there are not bad guys trying to maliciously destroy, tamper, gain access to systems all over the world. One of the best preventative ways to help protect is to provide training. One of your proposed dedicated technicians is responsible for our customer training. We can do it remotely, onsite presentation, or through PowerPoints that are catered to topics of interest that the City of College Place feels strongly about. We also utilize a training software called KnowBe4. This software is great to provide end users with a self-paced training

schedule. We also can provide 1:1 training for software that end users may need or seek. I.e. Microsoft Office, Windows OS. We can do this either remotely or onsite as well. **(H)**

Our ability to procure hardware is an important part of your budget. We are mindful of that, and we rely on the relationships that we have created to provide you with the best and most competitive pricing possible. We buy from 4 of the major channels in the IT industry. We currently can secure government pricing on hardware and software. Presently we procure and supply much of the hardware for Umatilla County and have since the beginning of Covid-19. Our methodology for computer replacement is to have it scheduled on a 5–7-year rotation. We tend to replace the most heavily used computers first and schedule it with the end user to eliminate customer impact. Some of these installations require them to be completed in the off hours, this is not an issue, and it does not cost anything differently. As we work with non-profits, we are aware of the importance of staying within the means of federal, state, or other project funding requirements and we will adhere to the requirements of the city. **(I, J, M)**

Every customer is different when it comes to their needs, every situation is different, Price Computers has some experience working with municipalities. We do work with Umatilla County as described above. We do support special purpose districts and non-profits. Each one of these clients has different software that requires us to learn and adapt. We understand that the municipality has a hierarchy that is followed, and big decisions do take time to be decided upon. We are patient with this process and respect that we are using public funds for operational use. **(K)**

Price Computers LLCs' operational hours are 8-5 Monday thru Friday and 10-2 on Saturday. We have a 24 hour, 7-day-a-week emergency helpdesk that is available to you. We know that when IT is down or there is an issue that needs to be resolved, it is important that it is resolved as quickly as possible. The two proposed dedicated System Administrators are always on call. We triage every customer issue by importance to provide the highest level of service. We feel that there is no difference to this case with the Fire, Police, and Public Works departments. We will be able to support them in the off hours when there is an issue. **(N)**

Our approach to completing projects is very simple and we try not to over-complicate them. Depending upon the stakeholders and the size of the project a dedicated System Administrator will be assigned after being notified of said project. A general meeting about the project would be scheduled, a timeline and deliverables would be developed. After funding is secured and approved, the timeline is followed. If there are any discrepancies or changes needed to the project timeline all stakeholders would be notified. We pride ourselves on trying to meet the requirements of the project and doing it on time. Once the project has been successfully completed, we would ask that there be an after-action review and we would seek feedback from the stakeholders to adjust any items that need to be observed for the success of a future project. **(O)**

The ability to support end users has changed drastically over the passed 2-3 years. We have the ability to remote into any device that we have under management on the fly. We provide this service as part of the contract free of charge as it saves both the city of College Place and Price Computers time and cost. Our tool requires both endpoints to be connected to the internet for it to work. This is an advantage to support the Fire and Police computers as they are remote. We do also provide onsite services and support for no additional charge. This is generally scheduled or if an issue arises that is deemed urgent a technician is dispatched. These dispatches are generally received and responded to within a 2-hour window for onsite service. Remote services have a much higher response time due to the need not to travel. **(P)**

The Price Computers LLC's offering does include the ability to remotely back up network configurations and store them off site for a predetermined amount of time. We do this with an encrypted and secured back up service. The city currently has a CISCO ASA 5505 firewall which is no longer being supported by CISCO. There is a tentative replacement firewall that has been purchased. We would manage the current firewall and replace it with what has been ordered. We have network monitoring software that we would put in place to secure the network. There is also a software agent on every computer that monitors the network for signs of intrusion. This information is sent to our master dashboard. We monitor daily to make sure there isn't an event that has taken place. A monthly summary is provided to the appropriate stakeholder. This report gives a good overall health view of how the system is doing and what services levels we are at when looking at Windows security patching and resolved issues. **(Q, R)**

With every business there are copiers. We have been supporting copiers for many years and can do so for the city. We provide parts/maintenance items. If the copiers are under contract, we can support them in conjunction with the copier companies. We provide printer support and toner sales for clients who want an all-inclusive vendor. We also support VOIP Phones. Currently we are deploying them to our customers who are looking for an upgrade. We are agnostic and confident we can learn and support the College Place phone system. **(S)**

We are experienced in "IT Handovers" as we gain new customers, we find that these are the hardest part of the change. We shoulder the work here and we work with the previous vendor to obtain all the information needed to support you. We provide an IT Handover book that we request the previous IT company to fill out completely. This book has the previous vendor provide:

- Previous 12 Months Service Requests Open/Closed
- Business Continuity & Disaster Recovery Plans
- Company IT Policies
- Warranties/Care-Packs
- Network Diagrams
- Any Licensing Information
- Network Router Firewall Login Information

- Network Switches Login Information
- Network Storage Device Login Information/ Product Mapping and Layout
- Server Admin/Domain Admin Login Information
- Server Listing and Mapping of Purpose (What software is on it) and Locations
- Virtual Server Listing and Mapping of Purpose (What software is on it) and Locations
- Printer and Scanner Usernames/Passwords
- Website Hosting Information/Login Information
- Known SSL Certificates that are in use and when they expire.
- Security Software and Cloud Software Listings with Credentials
- Applications in Use and the Correct Vendors
- Back up Information and Location Cloud/On Prem
- Computer Inventory with warranty status
- VOIP Phone Login and Carrier Information
- And any other notes.

By securing this information it helps us get up to speed to be able to help you the fastest possible. It appears that the earliest a contract could be signed would be starting May 1, 2023. We feel that we would request the full 60 days to hand this over and be ready to cut services with the IMESD on June 30th, 2023. During these 60-day window and after receiving the filled out IT Handover document we would come in and start the initial decommissions of IMESD and start the onboarding of Price Computers LLC. We do not anticipate any disruption with the city IT systems. We would establish an inventory of network and computer devices and test out the credentials that the IMESD provided to make sure they are accurate and collaborate with the IMESD without any discrepancies. This is anticipated to take 5-7 business days. Once completed we will transition and work with any open tickets that you may have with IMESD and try and resolve those tickets as needed. We will review the network diagrams and review the ticket history that was provided by IMESD. Investigating solutions to the ticket history will familiarize us with your systems immensely and possibly be able to propose improvements to what was previously happening. This is anticipated to take 10-15 business days. We would call this phase Pre-Transition. The next phase would be moving device control and setting up our remote monitoring and management systems to be in place and running for an approximate time of 15 business days prior to 2 weeks before the last day of the contract. We would then assume responsibility for the environment and have 2 weeks left of support with the ESD for any questions that may arise that they may still need to assist with in the transition.

Phases Explained:

May 1st -8th 2023 IT Hand Over Submitted to IMESD and Received Back.

May 9th -26th Review IT Handover and work with City staff on open Tickets, Test credentials, Report any discrepancies.

June 26th Meet with City Officials to answer any questions.

May 27th-June 16th Install Remote Monitoring and Management Software on computers/servers. Working with city staff on any open tickets.

June 16th Meet with City Officials to answer any questions.

June 17th-28th Work with city as per contracted services and support any thing that comes as needed. IMESD Finishes contract June 30th.

June 28th Meet with City Officials to answer any questions.

TBD. Final meet with IMESD prior to contract end.

We believe with this phased approach it gives everyone the ability to work in a paced environment and make sure that we don't find out about issues that were not discussed or reviewed during the handover process. We are confident that we can do this without disruption to city services. **(T)**

We believe that we can service this contract with confidence and provide a great level of service to the city of College Place. We are excited about this possible opportunity to partner with you. If you have any questions, please do not hesitate to contact us. Thank you for your time and consideration, we appreciate it very much.

Michael Rizzitiello

From: Price Computers <sales@pricecomputersllc.com>
Sent: Monday, April 17, 2023 8:46 AM
To: Michael Rizzitiello
Subject: Information

STOP and VERIFY - This message came from **outside** of the City of College Place.

Mike,

It appears after a another review of the RFQ this weekend, I missed a step in providing the work examples. As I was going down and answering the areas of discussion I didn't cover any of our current project or customers examples which I later saw that was part of the rubric. I hope you can take this information provided and use it.

B. Record of Past Performance & Project Examples (50 Points):

- 1. The City will evaluate the Consultant's record of performance on previous projects with consideration given to quality of work, ability to meet schedules and budget, cooperation, responsiveness, and other managerial considerations.***
- 2. The City will evaluate the project examples provided with respect to the Consultant's experience with similar projects and the amount of involvement the Consultant had with the project examples. The project examples provided should demonstrate the Consultant's experience in providing services similar to those listed in the Project Description.***

The project description for the RFQ is pretty straight forward as to providing a broad spectrum of fully managed IT services on an on-call basis. We currently do this for Blue Mountain Action Council and have for many years. Our track record there has be to manage all of their computers, servers and technology related items. We have completed a Microsoft 365 migration for them similarly to your situation. We manage all of their network firewalls at all of their locations and have them set up to talk to each other. We have done many IT related projects with them and carried them out based on paced timelines. Our contact there is Rick Claridge, CFO, BMAC, 509-529-4980.

Another example of work is working with TKCPA. Who is a large local financial tax accountant CPA firm. We have completed many projects for TKCPA. A few examples are establishing a PC refresh schedule and changing our computers based upon that. Supplying all of their hardware and print supplies. Managing their network and their applications they use to support their customers. We have a very high SLA with them and have successfully met it on a continued basis. Our contact there is Krystal Hassler, Managing Partner, TKCPA, 509-529-0941.

Please let me know if you have any questions.

Christopher Price
Price Computers LLC
O: 509.525.1251
C: 541.969.9763
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Request for Qualifications
City of College Place
On-Call Information Technology Managed Services

Project Description

City of College Place (City) is seeking written Request for Qualifications (RFQ) from qualified information technology companies (Consultants) interested in providing on-call professional on call information technology services to the City. This RFQ is for a four-year term. A new RFQ will be issued every four years.

Minimum qualifications/information required:

- A. General statement of the understanding of the City and its future needs from a information technology standpoint.
- B. Brief History of Company.
- C. Number of staffing and knowledge background of staff to dedicate to this contract if awarded.
- D. Have an organizational office within **100 miles** of the College Place City Hall which is located at (625 S. College Avenue, College Place, Washington, 99324)
- E. Working knowledge of Dell Computers and Servers.
- F. Basic knowledge of the following software suites:
 - a. Tyler ERP
 - b. Microsoft Windows 7 and greater
 - c. Microsoft Office 365
 - d. ESRI GIS
 - e. AutoCAD/TurboCAD
- G. Aptitude to learn and troubleshoot software/hardware common in municipal arena such as Neogov, Revize Website Suite, BoardDocs, and Security Lines ipod4 360 cameras.
- H. Ability to train city staff on cybersecurity issues and threats, general software suites like Microsoft Office.
- I. Ability to attain governmental pricing on software.
- J. Methodology toward computer user terminal replacement (types firm favors, age of replacement, etc).
- K. Experience serving local government (cities, counties, or special purpose districts).
- L. The experience of the managers and personnel that would work with the City most frequently.
- M. Consultant's experience with Federal, State, and other project funding applications.

- N. Ability to be available for emergency issues that arise 24/7 (help desk). Especially with Police, Fire, and Public Works Services.
- O. Approach to managing and completing projects (general).
- P. Ability to offer remote and in person site specific support.
- Q. Ability to provide remote network backups.
- R. Ability to provide security for city networks.
- S. Ability to troubleshoot copiers. City has four. Also, VOIP phone systems.
- T. **Qualified Consultant Must have the ability to fully onboard City by June 30th, 2023. Intermountain Education Service District (IMESD); the current information technology provider, will stop supporting the City by July 1st, 2023. Methodology around onboarding within this timeframe must be discussed at length.**

Here are some documents that may serve as supporting documentation:

- A. FY 2023 to 2028 Information Technology Plan:
http://cms6.revize.com/revize/cityofcollegeplace/document_center/Finance/Budget%202023/Ordinance_22-021_ITSummary.pdf

Project Title: City of College Place On-Call Information Technology Managed Services

Any firm failing to submit information in accordance with the procedures set forth in the RFQ may be considered unresponsive and may therefore be subject to disqualification by the City.

General Information About City Information Technology System

- A. City Information Technology system services four locations with the following departments and divisions:
 - a. City Hall: 625 S. College Avenue (main hub)
 - i. City Administration Department
 - ii. Finance Department
 - iii. City Clerk's Department
 - iv. Human Resources Department
 - v. Community Development Department
 - b. Police Department: 619 S. College Avenue
 - i. Police Administration & Patrol
 - ii. Code Enforcement
 - iii. Animal Control
 - iv. Evidence
 - c. Fire Department: 629 S. College Avenue
 - i. Fire Prevention
 - ii. Fire Response
 - iii. Basic Life Support Ambulance
 - iv. Fire Marshal.

- d. Public Works Yard: 218 SE 4th Street
 - i. Street Division
 - ii. Parks Division
 - iii. Fleet Services Division
 - iv. Stormwater Division
 - v. Water Division
- e. Wastewater Services is provided by outside contractor Jacobs Group and is not part of this RFQ.
- B. City server and computer terminals are Dell Brand. There are two physical servers and 11 virtual machines spread across them.
- C. Seventy-Two work stations
 - a. Thirteen Dell Optiplex 7010 to 7060's.
 - b. Two Dell Latitude 5424 Rugged
 - c. Thirteen Dell Latitude 5414.
 - d. Five Dell Latitude 5511.
 - e. Twelve Dell Optiplex 7060.
 - f. Three Precision 3630.
 - g. Five Dell Optiplex 7070.
 - h. Two Dell Optiplex 7080
 - i. Five Dell Optiplex 7090
 - j. One Surface Pro 7
 - k. One Dell Optiplex 780
- D. Most computers are single-user. There are two within the Public Works Department that have multiple users.
- E. City currently uses Microsoft Office 2016 and has it installed on all workstations. City wants and has budgeted to transition to Microsoft Office 365 Cloud this year.
- F. City ERP system is transitioning from Springbrook Server Based to Tyler Cloud this year.
- G. Internet at City buildings is Charter Spectrum.
- H. City has three licenses of ESRI ArcGIS Pro.
- I. The total amount of data stored on all of the servers combined is **7.4 TB** of data.
- J. Network Gear Inventory (City Network Wide is below)

Cisco	s-cocp-pd-garage-10.50	C1000-16FP-2G-L	Switch	
Cisco	s-cocp-pw-sw1	C1000-48P-4X-L	Switch	
Cisco	s-cocp-mdf-sw2	Catalyst 2960G (WS-C2960G-24TC-L)	Switch	
Cisco	s-cocp-mdf-sw1	Catalyst 2960S (WS-C2960S-48TS-L)	Switch	
Cisco	s-cocp-annex-sw1	Catalyst 2960X (WS-C2960X-24TD-L)	Switch	
Cisco	s-cocp-fd-sw1	Catalyst 2960X (WS-C2960X-48TD-L)	Switch	
Cisco	cocp-asa.college-place.wa.us	Cisco ASA 5505	Firewall	City has ordered a new Netgate PFSense+ 1537 Firewall
Ubiquiti	CH - Admin - 18:94	UAP-AC-Pro	Access Point	
Ubiquiti	CH - Planning - 0F:6F	UAP-AC-Pro	Access Point	
Ubiquiti	FD - Copy Room - C0:21	UAP-AC-Pro	Access Point	
Ubiquiti	FD - IDF - C0:8A	UAP-AC-Pro	Access Point	
Ubiquiti	PD - Center - 56:AB	UAP-AC-Pro	Access Point	
Ubiquiti	PD - Garage - 78:6B	UAP-AC-Pro	Access Point	
Ubiquiti	PD - North - 32:05	UAP-AC-Pro	Access Point	
Ubiquiti	PD - South - 55:0A	UAP-AC-Pro	Access Point	
Ubiquiti	PW - IDF - B0:DE	UAP-AC-Pro	Access Point	
Ubiquiti	CH - Council Chambers - 34:1B	UAP-AC-Pro	Access Point	

Procurement Process

General Information

- A. Compliance with Legal Requirements: The procurement of these consultant services will be in accordance with applicable city, federal, state, and local laws, regulations, and procedures. The City reserves the right to reject any and all submittals received. Any Consultant failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore subject to disqualification by the City. In accordance with the provisions of this RFQ, the City will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the City, best meets the requirements set forth in the RFQ and is determined to be the most highly qualified.
- B. Clear and Concise Submittal: Consultants are discouraged from submitting lengthy Submittals (20-page maximum). The City requests that Submittals be concise and clearly written containing only essential information.
- C. Cost Borne by Proposers. All cost incurred in the preparation for and in participation of this RFQ and negotiations process shall be borne by the proposing firms.
- D. Paper Reduction. The RFQ shall be provided to the City digitally via email. The RFQ shall be emailed to Mr. Mike Rizzitiello, City Administrator, at mrizzitiello@cpwa.us **No paper copies will be accepted.**
- E. Public Disclosure. Once in the City's possession, Submittals shall become property of the City and considered public documents under applicable Washington State law. All documentation provided to the City may be subject to disclosure in accordance with Washington State public disclosure laws.
- F. **Schedule**

The selection process is anticipated to proceed as outlined below:

Date	Selection Process
------	-------------------

March 29 th , 2023	Announcement of the RFQ
April 13 th , 2023	City Walk-Through of IT Facilities
April 14 th , 2023	Submittals due (4 P.M to mrizzitiello@cpwa.us)
April 18 th , 2023	Announce finalists
April 19 th & 20 th , 2023	Interview over Zoom, if deemed necessary
April 20 th , 2023	Email out Notice of Selection
April 21 st thru 24 th , 2023	Complete contract negotiations
April 25 th , 2023	Council authorize Mayor & City Administrator to sign and execute consultant contract.

- G. Addenda: Updates on this RFQ opportunity will be posted on this webpage:
http://www.cpwa.us/businesses/doing_business_with_the_city.php
- H. Selection process is subject to change and will be communicated by City Administrator.

Negotiations

- A. At the completion of the selection process, the selected Consultant will enter into contract negotiations with the City. Negotiations of a contract will be in conformance with applicable Federal, state, and local laws, regulations and procedures. The negotiated cost and pricing data once agreed to by the City and the Consultant, shall form the basis for a billing/payment provision.
- B. If the City and the selected Consultant cannot come to terms after three (3) revisions, the City may discontinue negotiations and go to the next highest ranked Consultant. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.

Cost and Pricing Data

The selected consultant shall provide the following information within two (2) business days after receiving Notice of Selection. Failure to provide such information in a timely manner may results in the City determining to discontinue negotiations with the selected Consultant and start negotiations with the next highest ranked Consultant.

Standard Rate Table

Please provide a standard rate table where it shows the hourly rate charged for the role/title independent of the individual.

Evaluation and Selection Criteria

- A. Evaluation and Technical Competence (50 points): The City will evaluate the experience and technical competence of the Consultant's Team to provide the services as listed in the Project Description.
- B. Record of Past Performance & Project Examples (50 Points):
 - 1. The City will evaluate the Consultant's record of performance on previous projects with consideration given to quality of work, ability to meet schedules and budget, cooperation, responsiveness, and other managerial considerations.
 - 2. The City will evaluate the project examples provided with respect to the Consultant's experience with similar projects and the amount of involvement the Consultant had with the project examples. The project examples provided should demonstrate the Consultant's experience in providing services similar to those listed in the Project Description.
- C. Interviews (50 Points Potentially):
 - 1. The City may or may not conduct an interview. If the City determines that interviews are necessary, the City will conduct interviews with the short listed Consultants (finalists).
 - 2. Consultants will be notified in writing of the interview request and provided the date and time of the interview. Interview would be conducted via Zoom. The interview process may or may not include a Consultant presentation and the Consultant will not be given questions to prepare for in advance of the interview. The City may choose different criteria for the interview, in which case the Consultants will be notified in writing.

Questions

Questions must be directed to Michael Rizzitiello, City Administrator at mrizzitiello@cpwa.us or by phone 509-394-8506.

Publication Dates: March 30th & April 2nd, 2023

Americans with Disabilities Act (ADA) Information

The City in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. The material can be made available in an alternate format by emailing Michael Rizzitiello, City Administrator at mrizzitiello@cpwa.us or by calling 509-394-8506.

Title VI Statement

The City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into

pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Agency Name:	City of College Place
Roster Type:	Consultant Roster
Date:	04/10/2023
Time:	05:08 pm
Main-Category:	Information Technology Services
Sub-Category:	Application Support, Cloud Computing Infrastructure Planning Implementation, Data Infrastructure Management, Information and Cybersecurity Services, Information Technologies Consulting

Consultant Roster Businesses:

911Insight
ACRAnet, Inc.
AIMS Team LLC
Alta Science and Engineering, Inc.
Ardor Digital Inc
Aspect Consulting, LLC
Atlas Copco Compressors LLC
AwindRow LLC
Ben Hoffman Consulting, Inc.
Casne Engineering Inc
CBG Communications, Inc.
Cities Digital, Inc.
Cleynet
Cobb, Fendley & Associates, Inc.
Critical Insight
Digital Face Media
Digitech Labs
DKS Associates
EA Engineering, Science, and Technology, Inc., PBC
Energy Northwest-ES&D
Environmental Science Associates (ESA)
FCS GROUP
Fidelity Solutions
FIFO Networks
FLO Analytics
Four Peaks Environmental Science & Data Solutions
FreeDoc ®
Hainline
Hargis Engineers, Inc.
Hasil Consulting
Hill International, Inc.
Jacobs Engineering Group Inc.
Kimley-Horn
Logic Intelligence, LLC.
Meier Architecture • Engineering
Model Solutions
Modus Technology, Inc.
PBS Engineering and Environmental Inc.
Peninsula Financial Consulting
PIONEER Technologies Corporation
RADgov, Inc.
REAL BASICS LLC
RedLine Design, INC
Retail Lockbox, Inc.
rGen Consulting
Sazan Group, Inc.
Schooley Mitchell of Seattle - Salazar
Seitel Systems LLC
Sixense, Inc.
SoftResources LLC
Strategic Alliance Consulting Inc
Transpo Group
Varela Engineering & Management
WEST Consultants, Inc.
WHPacific, Inc.

World Wide Technology LLC
Zipline Interactive

Information Technology RFQ Point Spread									
Point Aggregation	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Totals
Kelley Connect	92	90	70	89	88	39	80	84	632
Price Computers	96	60	65	93	98	42	96	96	646
Soft Sages Technology	75	90	90	55	64	0	72	50	496
Wilson Tech Solutions (Email Came After Initial Deadline Cited in RSQ)	94	0	0	0	84	48	70	0	296

WELCOME TO
COLLEGE PLACE

SoftSages Technology

On-Call IT Managed Services



City of College Place

Point of Contact:

Anthony Merulla

Phone: 484-321-8314 Ext: 180

Email: rfp@softsages.com

Address:

20 Mystic Lane, 2nd Floor

Malvern, PA 19355

Cover Letter

Date: April 14, 2023

Mr. Mike Rizzitiello, City Administrator
625 S. College Avenue, College Place,
Washington, 99324
Email: mrizzitiello@cpwa.us

Ref: Request for Qualifications – **On-Call Information Technology Managed Services**

Dear Mr. Rizzitiello,

SoftSages LLC dba SoftSages Technology (hereafter referred to as 'SoftSages') appreciates the opportunity to offer our qualifications for participation as a viable provider for the City of College Place to provide IT Managed Services. We look forward to working with diverse stakeholders within the Department and throughout the City to achieve the Contract's goals.

SoftSages Technology is a certified Minority Women Business Enterprise (MWBE) information technology company. Founded in 2005 and Incorporated and headquartered in Chester County, Pennsylvania. SoftSages Technology has offices in Texas, Illinois, Ohio, Virginia, Florida, Missouri, Minnesota, Ontario, and Alberta.

SoftSages Technology is a cutting-edge information technology company specializing in premier Desktop Support, Technical Support and Management, Network and Remote Monitoring, Endpoint Management, Server Management, Helpdesk Support, On-Site Support, Cyber Security, IT Security Services, Mobile Support, Reporting, Technology Plan, Vendor Management, Software Licensing, Remote Backup, Email Management, Patch Management, Project Management, User Management, and other IT Services.

SoftSages understands that the city is seeking written Request for Qualifications (RFQ) from qualified information technology companies (Consultants) interested in providing on-call professional on-call information technology services to the city.



Contact Person	
Name & Title	Anthony Merulla (Vice President-Sales & Marketing)
Address	20 Mystic Lane, 2nd Floor, Malvern, PA 19355
Ph.	(484) 321-8314 Ext. 180
Email	rfp@softsages.com

Please let me know if we can answer any questions or provide additional information in the meantime.

We gratefully accept this opportunity from the City of College Place.

Sincerely

Jiraj Ruparelia

Jiraj Ruparelia
Vice-President – SoftSages Technology

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Minimum Qualifications/Information Required

A. General statement of the understanding of the city and its future needs from an information technology standpoint.

As a provider of information technology services, SoftSages will work to fully understand the city's current and potential information technology requirements.

SoftSages will conduct a thorough assessment of the city's current IT infrastructure, business processes, and goals. This will help us identify areas where technology solutions will be implemented to improve efficiency, increase productivity, and drive innovation.

Moreover, SoftSages will keep abreast of emerging technologies and trends to anticipate the city's future needs. We will also work closely with the city to understand its long-term business strategy and goals and provide technology solutions that align with these objectives.

Effective communication and collaboration with the city will also be key to ensuring that SoftSages provides tailored solutions that will meet their specific needs. SoftSages will establish a close relationship with the city, fostering ongoing dialogue and feedback and regularly reviewing and adjusting its IT strategy as the city's needs evolve.

B. Brief History of Company

SoftSages Technology is a certified Minority Women Business Enterprise (MWBE) IT company. Founded in 2005 and headquartered in Chester County, Pennsylvania. We have a distinguished 17+ years of history in IT Managed Services for various government and commercial clients. SoftSages Technology provides Cybersecurity, Information Security, Professional Services, IT Support, Staff Augmentation, IT/Management Consulting, Web Development, Mobile Application Development, and Software Development Services to public and private enterprises in many different industries. SoftSages Technology has an office at various other locations in Texas, Illinois, Ohio, Virginia, Florida, Missouri, Washington, Chicago, North Dakota, and New York.



2005: Our multi-progressive journey started in 2005 when we laid our market roots in staffing, software development, cybersecurity, and website development.

2008: We set the phenomenal benchmark in Staffing, and since then, we have been awarded by our prestigious clients, including Metropolitan Washington airport authorities, the City of Philadelphia, MHEC, and the City of Garland, Texas, and our success list goes on... So far, we have dealt with 10+ successful staffing projects.

2011: We achieved landmark success in software development, through our supply chain management services, open-source ERP services, Applicant Tracking Services software, database management services, and exceptional customer services, to our happy clients.

2014: We welcomed the 100th employee into our SoftSages family worldwide. Not only this, but we also dealt with potential cybersecurity contracts, with a growth rate of 95% from our previous records.

2017: We successfully progressed with our Website and IoT Development business. Our critical milestones in case management, account management, and content management have been reached through our decade-long solid partnership with leading companies.

2020: The SoftSages family has expanded to 150+ employees worldwide. Its wings spread to a successful reference of 55+ live staffing projects for private and federal agencies, 40+ cybersecurity projects, 45+ live software development projects, and 20+ live website and IoT development projects within its short journey of 15+ years.

2023: SoftSages Family has reached 250+ employees. Having more than 70+ staffing projects for private and federal agencies, 55+ cybersecurity projects, and 30+ live websites in the journey of 16+ years.

Our Business Certificate

- ✓ WBE
- ✓ MBE
- ✓ CMMI Level 3
- ✓ ISO 9001:2015
- ✓ ISO/IEC 27001

Featured Clients

- ✓ Metropolitan Washington Airports Authority
- ✓ Massachusetts Higher Education Consortium (MHEC)
- ✓ Tennessee Education Lottery Corporation
- ✓ Government of the District of Columbia
- ✓ Oklahoma State University
- ✓ City of Philadelphia
- ✓ Seattle Public Schools
- ✓ Washington State Department of Enterprise Services
- ✓ State of Florida Department of Management Services
- ✓ Community Transit

Our Products

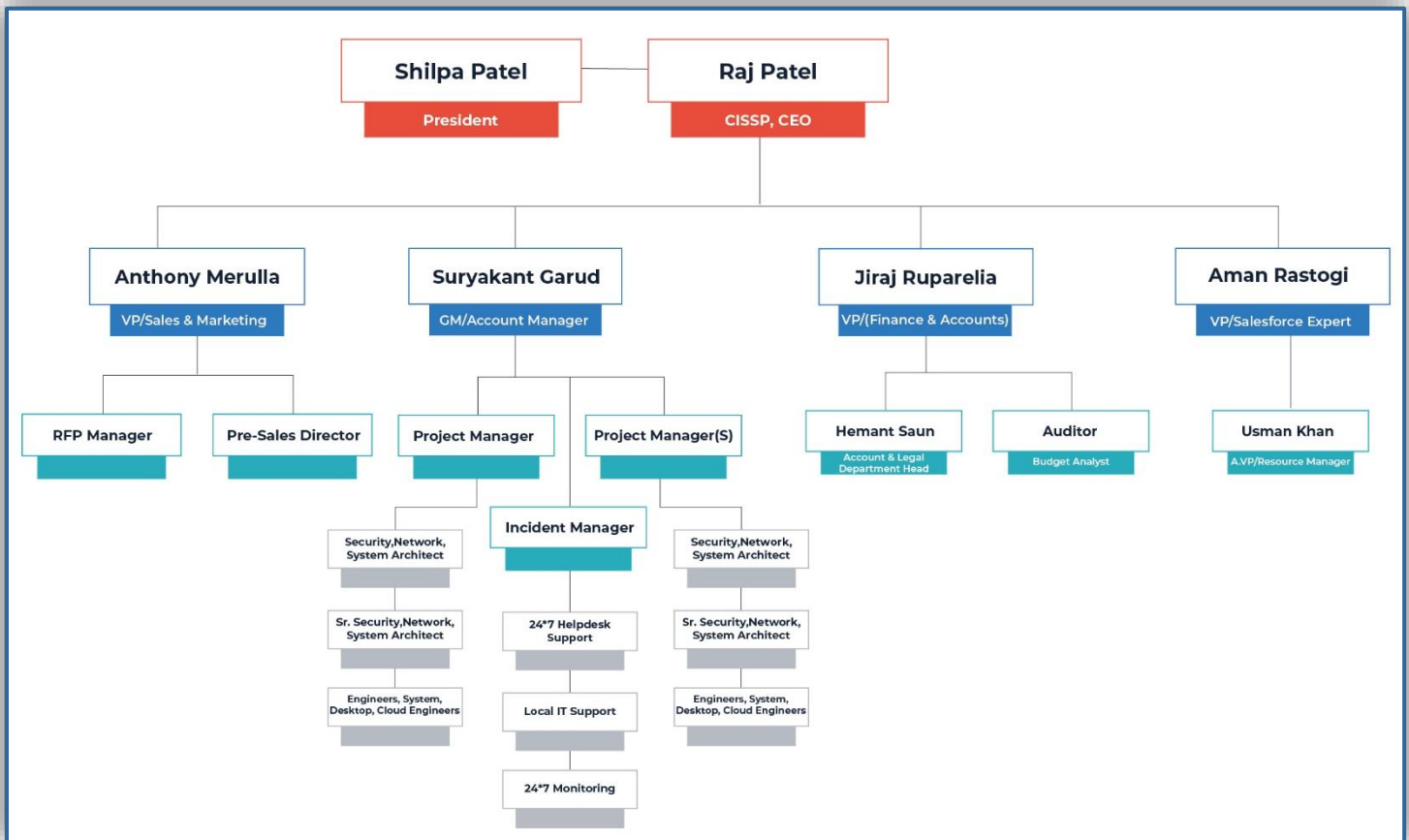
- ✓ Workforce
- ✓ RFP Management
- ✓ Mailzzy

- ✓ Risk Management and Application Vulnerability Assessment
- ✓ Reputational Risk Management
- ✓ Enterprise Content Management
- ✓ Record Management
- ✓ Document Management
- ✓ Customer Relationship Management
- ✓ Digital Signature (Doc Factory)

Government Client Experience

- ✓ Metropolitan Washington Airport Authority (MWAA)
- ✓ The School District of Greenville County, SC
- ✓ City of Philadelphia, PA
- ✓ Community Transit, WA
- ✓ Washington State Department of Enterprise Services
- ✓ Oklahoma State University (OSU-Tulsa & OSU Center for Health Sciences)
- ✓ Airport Authority of Washington DC
- ✓ Massachusetts Higher Education Consortium (MHEC)
- ✓ City of Garland TX
- ✓ State of North Dakota
- ✓ State of Mississippi
- ✓ Franklin County Board of Commissioners, Ohio
- ✓ State of New York
- ✓ State of Ohio
- ✓ State of Texas
- ✓ State of Virginia
- ✓ The state of P.A.
- ✓ State of New Jersey
- ✓ Insurance Commission of the State of Delaware
- ✓ State of Alabama

Organizational Chart



C. Number of staffing and knowledge background of staff to dedicate to this contract if awarded.

SURYAKANT, GENERAL MANAGER (IT SERVICES)

Qualifications

- ✓ Microsoft Certified Azure security engineer- Associate
- ✓ Google Certified - Professional Cloud Architect

Relevant Experience

- ✓ Network, VoIP & Security operations, Cloud-native security
- ✓ Implementation of Cisco routers, Switches, and firewalls
- ✓ Cisco and All Worx VoIP solution implementation and operations
- ✓ Enterprise and Cloud-native compliance monitoring solutions
- ✓ Stay up-to-date with technology advancements and improvements in Office 365.
- ✓ Worked on various threat protection solutions and their monitoring and reporting
- ✓ Handling day-to-day network connectivity and security issues, working with the Network operation team

Roles & Responsibilities

- ✓ Assist in network design and implementation.

- ✓ Provide network support with a variety of operating systems.
- ✓ Install and configure computer network equipment.
- ✓ Maintain network connectivity of all computer workstations.
- ✓ Provide network support to users.
- ✓ Maintained servers and associated hardware, applications, services, and settings.

AZHAR | SYSTEM ADMIN

An IT Professional with 8+ years of experience in building and implementing new systems and overseeing systems migrations/upgrades with Extensive experience in VMware, Windows Engineering, and Administration.

Extensive experience in Windows2000/2003/2008/R2/2012/2016 Servers and Wintel Servers at single or multi-domain platforms.

Areas of expertise include:

- ✓ Virtualization with vSphere, VMware ESXi 6.0/5.5/5.1/5/4.1/4
- ✓ Collaborate with other IT professionals to integrate Office 365 with other systems.
- ✓ Implementation and supporting VMware vSphere ESXi 4.1/4.0/5.0/5.5 environment
- ✓ Administering MS Hyper-V.
- ✓ Deploying Linux [RHEL, Ubuntu] VMs
- ✓ DHCP, WINS, and DNS.

Education/Certification

- ✓ VMware Certified.
- ✓ Windows Certified.
- ✓ Bachelor in computer science, JNTU, India 2009

Technical Skills

- ✓ Operating System- Windows Server NT 4.0/2000/2003/2008/R2/2012,2016, WINTEL servers, Windows XP/Vista/ RHEL 5.x/6.x Ubuntu 12.10/12.04/11.10, Centos.
- ✓ VMware- vSphere, VMware ESXI 3.5 and 4.1/4.0/5.0/5.1/5.5/6.0/6.5, VMware converter, VMware Update Manager, H.A., DRS, DPM, vCenter Orchestrator (VCO) vCloud Automation, Hyper-V, Center 6.0 (VCAC), VMware API, vMotion and VMotion, PlateSpin power convert.
- ✓ Networking Protocols/others- TCP/IP, WINS, DHCP, DNS, DDNS, SNMP, SMTP, Ethernet 10/100/1000, WAN/LAN Routing, Routers, Switches/Microsoft Active Directory, Group Policy Objects, DNS, SNMP, LDAP, DHCP. Symantec backup exec and vRanger Pro. Veeam Backup and replicator.
- ✓ Backup Software- MS Office 2000,2003, 2007/2010/2012 and M.S. Visio, Microsoft Exchange Server 2003,2007,2010,2013, Altiris, SaaS, Symantec Ghost.
- ✓ Web Technologies & Tools- VNC, WebEx, ADMT, Remedy, IBM ISM MAXIMO, A.D. Snapshot Tool, Tivoli Backup Exec, ILO, Network Register, and Blade Logic.
- ✓ Applications- SQL Server 2012/2008 R2/2008, MS-Access, My SQL.

JOHN A BAKER III |ENGINEER, CYBERSECURITY

Senior Cybersecurity Engineer and I.T. Project Leader with a broad background in many areas of the I.T. enterprise lifecycle. This diverse expertise is brought together in a passion for security and working against the elements that compromise it.

Education/Certification

- ✓ The University of Alabama, Tuscaloosa, AL
- ✓ Bachelor of Science (B.S.), Commerce & Business Administration – May 2015
- ✓ International Information Systems Security Certification Consortium
- ✓ CISSP, Certified Information Systems Security Professional (Boot camp & exam Dec. 2019)
- ✓ CEH, Certified Ethical Hacker (C.N. # ECC95255354041)

Technical Skills

- ✓ Network Penetration Testing- Internal, external, and segmentation penetration testing of substantial global enterprises.
- ✓ Vulnerability Management- Design and implement extensive scale vulnerability management infrastructure using Rapid 7 (Nexpose, Insight V.M.), Qualys (V.M., and WAS), and Tenable (Nessus, Tenable.IO). Develop process automation using Nexpose and Qualys API
- ✓ Application Penetration Testing & Vulnerability Assessments- In-depth manual and automated penetration testing of hosted applications using Burp Suite and manual techniques (Cross-Site Scripting, Cross-site request forgery SQL injection, etc.) in adherence with OWASP recommended best practices.
- ✓ Information Security Standards- Well-versed in PCI and HIPAA regulatory requirements and developing testing programs to ensure compliance.

NAME & TITLE: TUSHTI RASTOGI – NETWORK ENGINEER**Qualifications**

- ✓ Bachelor of Technology in Electronics and Communication Engineering
- ✓ Cisco Certified Network Associate (CCNA)
- ✓ Cisco Certified Network Professional (CCNP)

Relevant Experience

- ✓ Cisco Certified Network Engineer with 12 years of professional experience in Network Engineering, performing network analysis, design implementation, and providing medium to large Networks.

Roles & Responsibilities

- ✓ Assist in network design and implementation.
- ✓ Provide network support with a variety of operating systems.
- ✓ Maintain network connectivity of all computer workstations.
- ✓ Provide network support to users.
- ✓ Maintained servers and associated hardware, applications, services, and settings.
- ✓ Develop and monitor policies for the use of network resources

NAME & TITLE: BIDHAN GHIMIRE – SYSTEM ENGINEER**Qualifications**

- ✓ B.SC Computer Networking & I.T. Security, London Metropolitan University
- ✓ Cisco Certified Entry Networking Technician (CCENT)
- ✓ Cisco Certified Network Associate- Routing & Switching (CCNA)
- ✓ CCNP – In-progress

Relevant Experience

- ✓ A comprehensive and committed Certified Network Engineer with around eight years of professional experience in Network Engineering, performing Network analysis, design,

and Implementing capacity planning with a focus on performance tuning and support of large Networks.

Roles & Responsibilities

- ✓ Perform regular network assessments to avoid interruption in workflow
- ✓ Utilize various channels of communication to provide technical support to clients
- ✓ Ensure that security software is installed correctly on employees' computers and partner with the I.T. team to achieve this
- ✓ Manage network hardware, including switches, Routers, Fiber Optics, and Wireless Networks
- ✓ Troubleshoot system failures to identify the bottlenecks: Network Usage and Load, Network Range, and Wireless Network Interference that could slow down the network

NAME & TITLE: HARISH BANDARU – SYSTEM ENGINEER

Qualifications

- ✓ Master of Science in IT – Pittsburg State University – Pittsburg, KS USA - 2015
- ✓ Bachelor of Engineering, Vinayaka Missions University, Salem, TN, India – 2009

Relevant Experience

- ✓ Ten years of experience specializing in System Administration, working on RedHat Linux, SUSE Linux, AIX, CentOS, and Unix flavors like Sun Solaris and Window Servers.

Roles & Responsibilities

- ✓ Develop configuration management code using Git, Gerrit, Chef, Bash, Ruby, and Python
- ✓ Leverage configuration management for automation to achieve "Infrastructure as code."
- ✓ Install, configure, administer, and support externally facing project management and documentation applications in a secure IT DMZ - Crowd, JIRA, Confluence, Downloads
- ✓ Install, configure, administer, and support externally facing applications used for development & CI pipelines in a secure lab - Gerrit, Gitweb, Jenkins
- ✓ Systems performance monitoring.

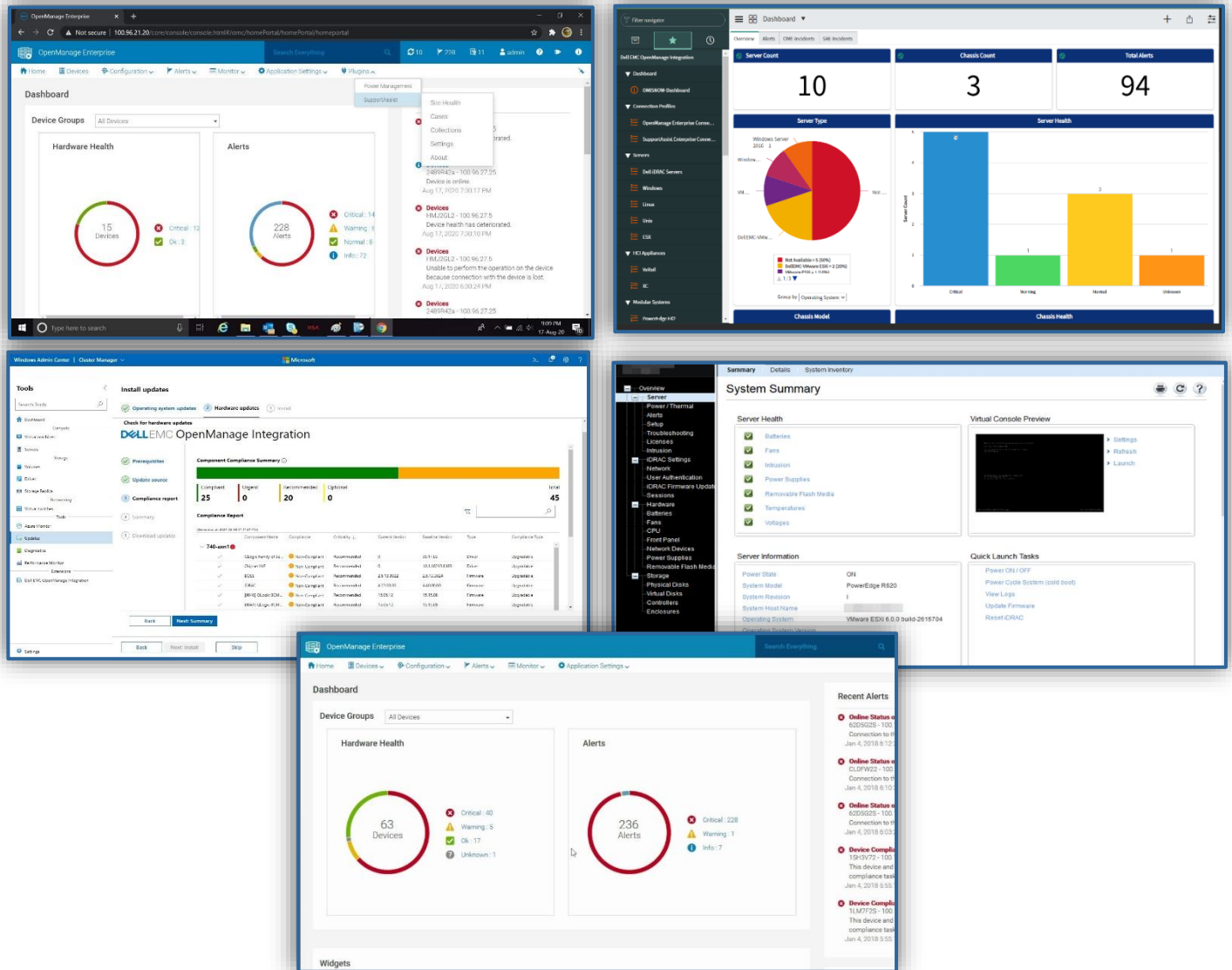
D. Have an organizational office within 100 miles of the College Place City Hall which is located at (625 S. College Avenue, College Place, Washington, 99324)

We have our office at 170 S LINCOLN STE 150 SPOKANE WA 99201. We will register ourselves in College Place after the award.

E. Working knowledge of Dell Computers and Servers.

As an IT services provider, SoftSages has working knowledge of Dell's computer and server products and their features and capabilities. SoftSages' expertise includes the installation, configuration, and maintenance of Dell computer and server hardware and software. We also have experience with managing Dell's management tools and software, such as Dell OpenManage, which provides server management capabilities, and Dell EMC Unity, which provides enterprise-level storage management capabilities.

Moreover, SoftSages have expertise in designing, deploying, and managing Dell server and storage solutions for businesses of all sizes. We also have experience with integrating Dell solutions with other third-party software and hardware to create a comprehensive IT infrastructure.



F. Basic knowledge of the following software suites:

- Tyler ERP
- Microsoft Windows 7 and greater
- Microsoft Office 365
- ESRI GIS
- AutoCAD/TurboCAD

SoftSages has knowledge of working with the following software suites:

a. Tyler ERP - SoftSages has experience working with Tyler ERP, an enterprise resource planning software suite that helps organizations manage their day-to-day operations.

b. Microsoft Windows 7 and greater - SoftSages has experience working with Microsoft Windows 7 and later versions, including Windows 10 and Windows 11.

c. Microsoft Office 365 - SoftSages has experience working with Microsoft Office 365, a cloud-based subscription service that provides access to various productivity tools such as Word, Excel, PowerPoint, and more.

d. ESRI GIS - SoftSages has experience working with ESRI GIS software suite, including ArcGIS, a powerful tool for creating, managing, and analyzing geographic data.

e. AutoCAD/TurboCAD - SoftSages has experience working with both AutoCAD and TurboCAD, computer-aided design software suites used for creating 2D and 3D designs.

G. Aptitude to learn and troubleshoot software/hardware common in municipal arena such as Neogov, Revize Website Suite, BoardDocs, and Security Lines ipod4 360 cameras.

Our aptitude for learning and troubleshooting software and hardware is an important skill for working in the municipal arena.

To develop an aptitude for learning and troubleshooting software and hardware, SoftSages will have a strong curiosity, willingness to learn, and a systematic approach to problem-solving. Familiarity with basic troubleshooting techniques, such as isolating the problem, testing hypotheses, and seeking out resources, can also be helpful.

Regarding the specific software and hardware, you mentioned:

Neogov: We are familiar with HR processes and workflows, as well as basic troubleshooting techniques for cloud-based software.

Revize Website Suite: SoftSages have experience with web design and development, as well as basic troubleshooting techniques for web-based software. We have provided similar solutions to our various clients like NEOLedge, DeepSleep, Anvik Technologies Inc., etc

BoardDocs: SoftSages will work and get familiar with municipal governance and meeting processes, as well as basic troubleshooting techniques for cloud-based software.

Security Lines ipod4 360 cameras: SoftSages have experience with security systems and cameras, as well as basic troubleshooting techniques for hardware.

If we are not having the best experience with this specific software and hardware, we will be open to learning and gaining experience with the city, as well as seeking out resources such as training materials, user guides, and support from experts.

H. Ability to train city staff on cybersecurity issues and threats, general software suites like Microsoft Office.

There are several ways SoftSages will approach cybersecurity training for city's staff. Some possible topics to cover include:

Password management: Encouraging staff to create strong, unique passwords and avoid using the same password across multiple accounts.

Phishing and social engineering: Educating staff on how to identify and avoid common phishing tactics and social engineering scams.

Safe browsing habits: Teaching staff how to recognize and avoid suspicious websites, and to be cautious when downloading files or clicking on links.

Data protection: Providing guidance on securely storing and handling sensitive data and the importance of regular backups.

Regarding software suites like Microsoft Office, SoftSages will tailor their training to meet the city's specific needs. This includes basic usage and navigation, as well as more advanced features and functions. Some possible topics to cover include:

Word processing: Teaching staff how to create and format documents, use styles and templates, and insert images and other media.

Spreadsheets: Demonstrating how to create and manipulate spreadsheets, use formulas and functions, and create charts and graphs.

Presentations: Showing staff how to create and deliver effective presentations, including tips on design, layout, and delivery.

Collaboration: Highlighting the benefits of collaboration tools like Microsoft Teams and SharePoint, and providing guidance on how to use them effectively.

I. Ability to attain governmental pricing on software.

Attaining governmental pricing on software is an important aspect for many, including government agencies and other entities that work closely with government organizations. SoftSages have the ability to help our clients attain governmental pricing on software by leveraging its relationships with various software vendors and suppliers.

To attain governmental pricing, SoftSages will work with the city to determine their specific software needs and identify the appropriate software vendors and suppliers that offer governmental pricing. SoftSages will then use its relationships with these vendors and suppliers to negotiate pricing on behalf of its clients.

In addition to negotiating prices, SoftSages will also be able to provide the city with guidance on navigating the various requirements and regulations associated with governmental software procurement. This will include helping the city understand compliance requirements, procurement processes, and other relevant considerations.

SoftSages' ability to attain governmental pricing on software can help the city save money on software purchases while also ensuring that they remain in compliance with relevant regulations and requirements.

J. Methodology toward computer user terminal replacement (types firm favors, age of replacement, etc).

The replacement cycle for computer user terminals can vary depending on several factors, including the type of device, its usage, and the company's budget. Here are some common practices that our company follows:

Device Type: Different types of devices have varying replacement cycles. For example, desktop computers may have a longer lifespan than laptops or tablets, as they are typically less prone to damage and may have more upgradeable components.

Usage: The frequency and intensity of device usage can also affect the replacement cycle. Devices that are used more frequently or for more demanding tasks may wear out faster and require more frequent replacements.

Budget: The company's budget and financial situation can also play a role in the replacement cycle. Companies with more resources may be able to afford more frequent replacements, while those with limited budgets may need to stretch the lifespan of their devices.

K. Experience serving local government (cities, counties, or special purpose districts).

The Client's Name	
Metropolitan Washington Airports Authority	
The Client's Contact Name	Felipe Dominguez, Procurement Department
The Client's Telephone Number and Email Address	Highly Confidential (Kindly email us at RFP@softsages.com for contact details)
Services	The Contractor shall provide technical support services for its various products, solutions services, and client-focused applications by Statement of Work for – Technology Support Services, Network, and Systems Engineers Staff Augmentation. We currently have two contracts: Contract 1: Technology Support Services Contract 2: Network Engineer and System Engineers Support

The Client's Name	
Tennessee Education Lottery Corporation	
The Client's Contact Name	Karen Lenoir

The Client's Telephone Number and Email Address	Highly Confidential (Kindly email us at RFP@softsages.com for contact details)
Services	Scope of Work The Tennessee Education Lottery Corporation requires a firm specializing in information technology and security to assess the safety of its network and information technology systems. To meet this need, the Tennessee Education Lottery requests an assessment of its network and information technology infrastructure to validate its current security posture and identify risks and vulnerabilities, if any, that pose internal and external threats. The objective is to assess the security of the breadth of the Tennessee Education Lottery's network and information systems and policies/and to provide assessments and recommendations to enhance the Tennessee Education Lottery's information systems security program and subsequent security activities.

L. The experience of the managers and personnel that would work with the city most frequently.

Please find our team above in section: **C. Number of staffing and knowledge background of staff to dedicate to this contract if awarded.**

M. Consultant's experience with Federal, State, and other project funding applications.

SoftSages has vast experience in working with Federal, State, and other project funding applications. We have experienced grant writers & consultants who have expertise in crafting successful proposals. They carefully follow the application guidelines and provide a well-written, comprehensive proposal that clearly outlines the project and its potential impact.

N. Ability to be available for emergency issues that arise 24/7 (help desk). Especially with Police, Fire, and Public Works Services.

Helpdesk Support will be maintained by a LIVE Helpdesk available 24 hours a day, seven days a week. However, in Q4 of 2022, we have transitioned to a completely LIVE 24/7/365 Help Desk! Our helpdesk service is available from 7 a.m. to 6 p.m. Eastern time, Monday through Friday. After-hours help is provided by "On Call" personnel, who usually respond within 15 minutes of receiving a message.

We recently implemented an FCR (First Call Response) team as of October 1st, 2022. This has dramatically improved the helpdesk experience and sped up the response times. We now average less than a 2-minute wait, with 90% of calls being resolved within 15 minutes of being reported. Our goal is a 97% satisfaction rate. Presently, as of this writing, it is 94%.

We will also supply a Reactive Field Team on an “as needed” basis who will come on-site to perform any tasks requiring a physical presence. This onsite support is unlimited. There is never any charge for travel and no hourly charge for these visits. The tech is there as long as needed to complete the tasks set before them. This includes but is not limited to PC/Laptop/Tablet installs and maintenance, printer installs, network component installs/troubleshooting/maintenance, wireless troubleshooting/maintenance, and so on.



We provide a Customer Satisfaction Survey at the end of every support call or visit, allowing the end user to rate the experience. Any rating that is neutral or poor is immediately examined by the management team and the tech involved with the ticket. Then, the client is contacted, and we work diligently to correct the situation and turn an otherwise poor experience into a good one

O. Approach to managing and completing projects (general).

SoftSages’ approach to project management is the use of project management methodologies, such as Agile. These methodologies provide a framework for planning, executing, and monitoring project activities, and they typically involve the following steps:

Planning: This involves defining project objectives, creating a project plan, and identifying the resources needed to complete the project.

Execution: This involves carrying out the project plan, assigning tasks to team members, and monitoring progress.

Monitoring and controlling: This involves tracking project progress, identifying and addressing issues that arise, and making any necessary changes to the project plan.

Closing: This involves reviewing the project to ensure that all objectives have been met, documenting project results, and closing out the project.

We also believe that effective communication is also critical to successful project management. Our team members will have a clear understanding of their roles and responsibilities, project goals and timelines, and any potential challenges or risks. Regular check-ins and status updates will help ensure that everyone is on the same page and can help identify any issues before they become bigger problems.

P. Ability to offer remote and in person site specific support.

Technology continuously evolves, with new standards, product offers, and services appearing daily. As a result, the way firms operate and conduct day-to-day IT maintenance is changing. Whether you are servicing many branch sites or foreign offices, the experience of a local specialist can go a long way toward resolving IT difficulties and enhancing end-user satisfaction.

There are several approaches that firms may take to address the difficulty of keeping up with the latest IT trends and technology. Still, it is the most straightforward and efficient to outsource your IT and migrate to onsite support.

Our support services enhance your interaction with our organization. It entails providing a fantastic online support experience with fully integrated solutions. The support technicians with whom you will deal have advanced training and expertise in the most complex systems, and they can either fix your problem quickly or refer you to someone who can. We take pleasure in combining speed and precision, and our knowledge base has a lengthy history dating back to 2005.

SoftSages will provide regularly scheduled and dedicated onsite support for eight (8) hours each month or as needed to address city-wide and departmental hardware and software issues; SoftSages will also include regular financial software updates and remote workstation support.

By offering both remote and on-site support options, SoftSages will provide the city with a range of solutions for its IT needs. Depending on the nature of the issue, clients may choose to receive support remotely or request an on-site visit from a technician.

Q. Ability to provide remote network backups.

Remote network backups involve regularly copying data from a client's computer systems and network infrastructure to secure, off-site servers or cloud storage platforms. This typically requires specialized backup software that can securely and efficiently transfer data over the internet to remote backup servers or cloud storage platforms.

To provide effective remote network backups, IT service providers typically follow a set of best practices, which may include:

- ✓ Developing a backup strategy tailored to the specific needs of the client, such as the type and volume of data being backed up, the frequency of backups, and the retention period for backup data.
- ✓ Using specialized backup software that is designed to securely and efficiently transfer data over the internet to remote backup servers or cloud storage platforms.
- ✓ Ensuring that backups are encrypted both in transit and at rest, to protect against unauthorized access and data breaches.
- ✓ Regularly testing and verifying backups to ensure that they are complete and accurate, and that data can be restored quickly and efficiently in the event of an issue or disaster.
- ✓ Providing ongoing monitoring and maintenance of backup systems to ensure their reliability and effectiveness over time.

R. Ability to provide security for city networks.

SoftSages specializing in network security and IT services, have a range of abilities to provide security for city networks. These abilities may include:

- ✓ Conducting security assessments to identify potential vulnerabilities in client networks.
- ✓ Developing and implementing security policies and procedures to ensure that client networks are secure and compliant with industry standards and regulations.

- ✓ Providing ongoing monitoring and management of client networks to detect and respond to security threats and breaches.
- ✓ Offering security awareness training and education to client employees to promote a culture of security.
- ✓ Implementing advanced security technologies, such as intrusion detection and prevention systems, firewalls, and antivirus software.
- ✓ Providing 24/7 support and incident response services to address any security incidents that may occur quickly.

S. Ability to troubleshoot copiers. City has four. Also, VOIP phone systems.

SoftSages appear to have expertise in troubleshooting copiers and VOIP phone systems. Specifically, they have experience dealing with copiers in a city that has four of them, which suggests that they are familiar with the challenges of managing multiple copiers in an organizational setting. In addition, their ability to troubleshoot VOIP phone systems indicates that they have knowledge of modern telecommunications technology and can help organizations address problems with their phone systems. Overall, SoftSages seems to be a valuable resource for organizations that need assistance with copiers and phone systems.

To troubleshoot copiers, there are several abilities that we have which are essential, including:

Technical knowledge: Troubleshooting copiers requires technical knowledge of copier hardware, software, and connectivity. Technicians should be familiar with copier components, such as toner, paper trays, and feeders, as well as copier software, such as drivers and firmware.

Problem-solving skills: Copier issues can be complex, and technicians must be able to identify the root cause of a problem and develop a solution quickly.

Attention to detail: Copier problems can be caused by small, easily overlooked issues such as paper jams or low toner levels. Technicians must be attentive to detail and thorough in their inspections to identify and resolve such issues.

Communication skills: Copier technicians must be able to communicate effectively with clients to understand the issues they are experiencing and provide clear instructions on how to resolve the issue.

Time management skills: Copier problems can disrupt a client's work and productivity, so technicians must be able to manage their time effectively to resolve issues as quickly as possible.

Adaptability: Copier technology is constantly evolving, and technicians must stay up to date with the latest advances to effectively troubleshoot and repair copiers.

T. Onboarding Process

SoftSages onboarding process typically involves several stages that ensure other team members are able to integrate seamlessly into the project team and quickly get up to speed on the project's

goals, objectives, and requirements. Here are some of the typical steps involved in an IT project onboarding process:

Contract review: SoftSages review the contract, including the scope of work, timelines, and deliverables, to ensure that both parties are in agreement.

Technical Assessment: Depending on the specific role and responsibilities, we will be required to take technical assessments to demonstrate our skills and knowledge in specific areas.

Technical integration: We will integrate our systems, tools, and technologies with the client's existing infrastructure.

Knowledge transfer: We will provide knowledge transfer sessions to ensure that the city's team members are familiar with the SoftSages technologies.

Communication and collaboration: We will establish regular communication channels with the city's team members and stakeholders, and collaborate closely with them on projects and tasks.

Performance management: Our Project Manager will monitor the performance and evaluate it regularly, with feedback provided to help our team improve and develop.

Cost

Remote

Services	Monthly Rate
On-Call Information Technology Managed Services	\$3500

Onsite

Services	Hourly Rate
On-Call Information Technology Managed Services	\$75

Michael Rizzitiello

From: Kyle Wilson <kyle.wilson@wilsontechnologysolutions.net>
Sent: Friday, April 21, 2023 11:59 AM
To: Michael Rizzitiello
Subject: City of College Place On-Call Information Technology Managed Services

Importance: High

STOP and VERIFY - This message came from outside of the City of College Place.

Wilson Technology Solutions is a managed services company that my wife Kristin and I founded in 2021. Our company is based in Walla Walla, Washington, and we offer a broad range of technology services to businesses and organizations of all sizes. These include network design and installation, managed IT services, cloud computing, data backup and recovery, cybersecurity, and more. Our personalized service approach involves working closely with clients to understand their unique technology needs and challenges. We have become a trusted technology partner for businesses and organizations throughout the Walla Walla Valley and beyond, delivering innovative technology solutions that help them succeed in today's fast-paced digital world.

Our focus on client collaboration and communication is demonstrated in our commitment to working collaboratively with the city of College Place to identify and address emerging technology needs over the next six years. We believe in building a resilient and agile technology infrastructure that can adapt to changing needs and support the city's goals and objectives. We have carefully reviewed the city's Technology Plan, and with our experience and expertise in technology planning and implementation, we believe we are the ideal partner for the city in achieving their technology goals and objectives.

We have extensive knowledge of all types of technology hardware and software. I have managed many data centers for large organizations like Providence Health Systems and have worked with many software vendors. We specialize in software solutions and manage a wide array of businesses in every industry, making us knowledgeable about all types of software in the city's portfolio and more. Our focus on easy-to-learn solutions is a primary concern for all our clients. We are partners with Webroot and utilize adaptive training/learning modules that can be easily deployed to any computer system to provide additional education around cybersecurity.

We are partnered with thousands of companies that can provide Non-Profit, Government pricing solutions for our wide array of clientele, and we are confident that we can provide competitive pricing solutions geared around the city of College Place's needs. We also utilize state-of-the-art agents that track the health of the computer, allowing for automation of ticket creation. This allows us to easily target aging computer systems to help aid in the budgetary process of replacing terminals for our clients. We provide a customized methodology for computer terminal replacement schedules, ensuring our clients have the most up-to-date equipment.

At WTS, we have a proven implementation methodology that ensures the successful delivery of projects on time and within budget. Our implementation plan includes requirements gathering, design, development, testing, deployment, and maintenance. We have partnerships with many different solution providers in the US, ensuring that we can provide security, backups, cloud identity management solutions, and more as a service.

We have extensive experience working with federal, state, and other municipalities on government programs, including WSU and other state representatives on a project to provide broadband internet to the underserved and underprivileged in and around their community. I worked in healthcare for 15 years and partnered with government bodies on many projects for hospital systems in WA, securing grant money for several security projects and personally implementing the hardware and software to ensure I knew all the capabilities to provide solid foundational support.

Here at WTS, we understand the 24/7 commitment to support services, and we provide the same level of service to our clients, understanding the need and urgency around providing quality service to those departments that serve around the clock. Supporting personnel remotely or on-site is what we do best, and we have redundant paid enterprise solutions in place to ensure

we can connect with any of our clients wherever they may be. We will accommodate any needs for support as they arise to ensure we provide the best customer service experience.

In conclusion, Wilson Technology Solutions is the ideal technology partner for the city of College Place.

Regards,

Kyle Wilson
CEO/Owner



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