

Tuesday, July 13, 2021
Electronic City Council Meeting

7:00 P.M.
2078th Regular City Council Meeting - Electronic Attendance

Meeting 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://zoom.us/j/96556837207>

Or you may call this number to listen: 1-669-900-9128 ID#965 5683 7207

1.

Subject :	1.01 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, does so in his/her capacity as a private citizen, and not in his /her official position as a city employee/elected city official.
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Access :	Public
Type :	Procedural

2. Opening Items.

Subject :	2.01 Council Reference Materials
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Private
Type :	Information
Subject :	2.02 Call To Order
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	2.03 Roll Call
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	2. Opening Items.
Access :	Public

Type :

Procedural

Public Content

Mayor Via Web Norma L. Hernández

Jerry Bobbitt,

Michael Cleveland,

Loren Peterson,

Council Members Via Web Marge Nyhagen,

Melodie Selby,

Heather Schermann,

Monica Boyle

City Attorney Via Web Rea Culwell

Administrator, Mike Rizzitiello;

Finance Director, Brian Carleton;

Public Works Director, Paul Hartwig;

Police Chief, Troy Tomaras;

Staff Via Web Fire Chief, David Winter;

Community Development Director, Jon Rickard;

HR Manager, Shawn Doering;

City Clerk, Lisa Neissl;

Deputy City Clerk; Shelli Williams

Subject : 2.04 Pledge of Allegiance

Meeting : Jul 13, 2021 - Electronic City Council Meeting

Category : 2. 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 : 2.05 Public Comment Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting : Jul 13, 2021 - Electronic City Council Meeting

Category : 2. 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.

COVID-19 Virtual Meeting Protocol for Public Comment:

When submitting public comments, include the following regardless of the manner you are using: - Note that there are deadlines for each method of commenting.

- Your Name
- Your Address

Public comments may be provided in one of three ways:

- Comments in writing of no more than 1 page (If typewritten, no less than 11 pt font.) may be submitted no later than 4:30 PM on the meeting date to be included in the record.
- Comments may be made by telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerk no later than 4:30 PM the day of the meeting.*
- Comments may be made by virtual meeting attendance with a link that will be provided to your email upon notification to the City Clerk no later than 4:30 the day of the meeting.*

*If you would like to make a public comment by either phone or virtual meeting, you can contact the clerk at Ineissl@cpwa.usor by phone at 509-394-8511 no later than 4:30 on the meeting date.

3. Consent Agenda.

Subject : 3.01 AB 21137 - Approve Agenda for July 13, 2021

Meeting : Jul 13, 2021 - Electronic City Council Meeting

Category : 3. Consent Agenda.

Access : Public

Type : Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.02 AB 21138 - Approve Council Minutes from June 22, 2021
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[2021-06-22_Council_Minutes_Draft.pdf \(895 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.03 AB 21139 - Approve Council Minutes from July 6, 2021 Workshop
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[2021-07-06_Council_Minutes_Workshop_Draft.pdf \(912 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.04 AB 21140 - Acceptance of AARP Community
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Challenge Grant for wireless internet at City Parks and Municipal Campus

Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jul 13, 2021
Fiscal Impact :	Yes
Dollar Amount :	\$18,350.00
Budgeted :	Yes
Budget Source :	Funds would come from the IT budget.
Recommended Action :	Motion to adopt Resolution No. 21-034 which accepts and authorizes the Mayor or City Administrator to sign the AARP Community Challenge Grant memorandum of understanding (MOU).

Public Content

The City has been awarded a Community Challenge grant for \$18,350 to AARP under the Public Places category to install wireless high speed wireless internet at Lions Park, Kiwanis Park, Veterans Park, and the Municipal Campus area of College Avenue. The grant webpage is located here: <https://www.aarp.org/livable-communities/community-challenge/>

The City is partnering with Pocketinet on this grant proposal. Thanks to Wrandoll Brenes and Todd Brandenburg at Pocketinet for providing cost estimation for this project. Pocketinet would extend the fiber to each site at no cost, and would discount the cost to run the services within each site and install the hotspots. The breakout is as follows:

Lions Park: \$7,500 plus tax. Extend fiber service across Larch and into the Community Building. Install Wi-Fi access point inside the building, install outside access point on a mast on the outside of the building, connect existing cameras to the new fiber service.

Kiwanis Park: \$6,650 plus tax. Extend fiber across Date Street to Park camera pole. Install Wi-Fi access point on existing camera pole, connect existing cameras to new fiber service.

Veterans Park: \$2,700 plus tax. Extend fiber to Park camera pole. Install Wi-Fi access point on existing camera pole, connect cameras to new fiber service.

City Hall: \$1,500 plus tax. Install an access point on a mast on the roof of the Police Building. Connect the access point to the existing internet service in the building.

File Attachments

[Resol_No_21-034_AARP_Free_Wireless_Internet_Grant_Acceptance.pdf \(130 KB\)](#)
[AARP MOU.PDF \(890 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	3.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	3. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

4. Presentations-None.

5. Public Hearings-None.

6. Action Items.

Subject :	6.01 AB 21141 - Walla Walla Intertie Agreement Update - Mr. Hartwig
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to authorize the Mayor to execute the updated water intertie agreement with the City of Walla Walla.

Public Content

Both cities entered into an intertie agreement in 2018. The agreement allowed College Place to purchase water from Walla Walla under certain conditions. Walla Walla has since added a new meter to the intertie at Garrison Village Way and Myra Road. This was added to the proposed agreement along with some minor clarifying edits.

File Attachments

[College Place intertie agreement \(2021-06-11\)-Redline.pdf \(152 KB\)](#)

[College Place intertie agreement \(2021-06-11\)-Final.pdf \(123 KB\)](#)

Subject :	6.02 AB 21142 - Proposed SW Mojonnier Rd (College Ave to Bluvue Ln) Cross Section - Mr. Rizzitiello
Meeting :	Jul 13, 2021 - Electronic City Council Meeting
Category :	6. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to accept the attached cross section for the SW Mojonnier Road Reconstruction Project.

Public Content

Historical Perspective:

The City is pursuing several grant sources to reconstruct SW Mojonnier Rd (College to Bluvue Ln). Some include the upcoming proposed Federal Infrastructure Bill and the State Transportation Improvement Board grant program. The City was awarded pass through Federal Funds through the WW Valley MPO for 100% engineering and land acquisition this Fall.

Information for Consideration:

The various grant agencies on the Federal and State level want to see the cross section of the proposed project before they award grant funding. The proposed cross section would accommodate two 6' sidewalks, two 8' bike lanes, two 12' travel lanes, and an 11' center turn lane for a grand total of 63'.

File Attachments

[Transportation_Mojonnier_Flier.pdf \(592 KB\)](#)

[Resol_No_21-016_Prioritized_list_of_Infrastructure_Projects_2021-03-23.pdf \(284 KB\)](#)

[2021.05.13_SW MOJO CROSS SECTION_V2.pdf \(226 KB\)](#)

7. Administrative Reports-None.

8. Informational Reports-None.

9. Executive Session-None.

10. Closing Items.

Subject :	10.01 Adjournments
Meeting :	Jul 13, 2021 - Electronic City Council

Meeting

Category :

10. Closing Items.

Access :

Public

Type :

Action

Recommended Action :

Motion to adjourn the meeting

Electronic City Council Meeting (Tuesday, June 22, 2021)

Generated by Lisa Neissl on Tuesday, June 22, 2021

2. Opening Items.

Procedural: 2.02 Call To Order

Mayor Hernández called the meeting to order at 7:00 PM.

Procedural: 2.03 Roll Call

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Michael Cleveland, Loren Peterson, Marge Nyhagen, Melodie Selby, Heather Schermann, Monica Boyle

City Attorney – Via Web Rea Culwell
Finance Director, Brian Carleton;Staff – Via Web Community Development Director, Jon Rickard;
City Clerk, Lisa Neissl;

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 2.04 Pledge of Allegiance

Information: 2.05 Public Comment Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

The City Clerk noted that no one had submitted comments in writing or contacted to make arrangements for telephone or video comments.

3. Consent Agenda.Action (Consent): 3.01 AB 21133 - Approve Agenda for June 22, 2021Action (Consent), Minutes: 3.02 AB 21134 - Approve Council Minutes from June 8, 2021Action (Consent): 3.03 AB 21135 - Acceptance of the Coronavirus Local Fiscal Recovery Funds from the American Rescue Plan Act.

Recommended Action: Motion to approve the receipt of funds under the Coronavirus Local Fiscal Recovery Funds from the federal American Rescue Plan Act (ARPA) in the amount of \$2,600,822, and authorize the Mayor or City Administrator to sign documents related to the program.

Action (Consent): 3.04 AB 21136 - Check Register and Financials for May 2021Action (Consent): 3.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann made a motion to approve the consent agenda. Second by Council Member Bobbitt and the motion passed 7-0.****4. Presentations**-None.**5. Public Hearings**-None.**6. Action Items.**Action: 6.01 AB 21130 - Lions Park Renovation - Accept Sherwood Trust Grant 2021 -

Mr. Rickard reported on the grant the City was awarded by the Sherwood Trust for the Lions Park Renovation Project. He spoke about the full project and various funding sources secured to date. He introduced Allan Gillespie the Sherwood Trust Board Treasurer who spoke about the trust and what it has done for the local communities.

The Council Members expressed their gratitude for the support for this project.

Council Member Selby made a motion to authorize staff, on behalf of the Mayor, to accept the Sherwood Trust Core Grant in the amount of \$500,000.00. Second by Council Member Nyhagen and the motion passed 7-0.

Julia Leavitt, Sherwood Trust Program Director said that they were honored to be partnering with the City on this important project that will be a great benefit to the community for many generations.

Action: 6.02 AB 21132 - Strategic Plan Update

Mayor Hernández reviewed the key changes to the strategic plan as presented by Mr. Rizzitiello at the previous meeting.

Discussion ensued.

Council Member Cleveland made a motion to adopt Ordinance No. 21-010 which accepts the suggested edits for updated (revised) version of the 2017 to 2026 Strategic Plan Update. Second by Council Member Boyle and the motion passed 7-0.

7. Administrative Reports-None.

8. Informational Reports. The following reports were included in the packet for review:

Information: 8.01 CPPD Monthly Report

Information: 8.02 Public Works/Water Department Monthly Report

Information: 8.03 Community Development Reports

9. Executive Session-None.

10. Closing Items.

Council Members expressed concerns for the community with the expected extreme heat forecast for the next several days.

Clerk Neissl provided an update of the planned activities at the Farmers Market and announced that Freedom Festival was coming up on June 27th.

Action: 10.01 Adjournments

Council Member Bobbitt made a motion to adjourn the meeting at 7:27 PM. Second by Council Member Selby and, with no objection, the meeting adjourned.

Approved:

Norma L. Hernández –
Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred June 22, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.

Electronic City Council Workshop (Tuesday, July 6, 2021)

Generated by Lisa Neissl on Tuesday, July 6, 2021

2. Opening Items.Procedural: 2.02 Call To Order**Mayor Hernandez called the meeting to order at 5:30 PM.**Procedural: 2.03 Roll Call

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Michael Cleveland, Loren Peterson, Melodie Selby, Monica Boyle, Jerry Bobbitt (joined at 5:37PM)

City Attorney – Via Web Rea Culwell
Finance Director, Brian Carleton; Community Development Director,
Jon Rickard; HR Manager, Shawn Doering;

Staff – Via Web City Clerk, Lisa Neissl; Deputy City Clerk; Shelli Williams

MEMBERS EXCUSED: Marge Nyhagen, Heather Schermann

MEMBERS ABSENT:

4. Workshop Topics.Discussion, Information: 4.01 Regional Housing Action Plan -

Mr. Rickard presented information on the Regional Housing Action Plan and answered questions from Council and the Mayor.

Discussion ensued.

Discussion, Information: 4.02 Government Finance - Municipal Budgeting 101 -

Mr. Carleton reviewed the basics of how municipal government finance and budgeting works and answered questions from the Council and Mayor.

Discussion ensued.

3. Presentation.Discussion, Information: 3.01 June 2021 Yard of the Month - 1389 SE Independence Drive -

Ms. Neissl announced the June 2021 Yard of the Month recipients, Jim and Monica Gaffery of 1389 SE Independence Drive. They have been College Place residents for 40 years.

5. Adjournments**Council Member Cleveland made a motion to adjourn the meeting at 6:53 PM. Second by Council Member Bobbitt and, with no objection, the meeting adjourned.**

Approved:

Norma L. Hernández –
Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council workshop that occurred July 6, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.

City of College Place, Washington
RESOLUTION NO. 21-034

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & ACCEPTING AN AARP COMMUNITY CHALLENGE GRANT FOR \$18,350.00 TO INSTALL FREE WIRELESS INTERNET FOR THE PUBLIC AT CITY PARKS & THE COLLEGE PLACE MUNICIPAL CAMPUS

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW; and

WHEREAS, the AARP has a Community Challenge program which awards grants to cities and non-profits for small capital projects; and

WHEREAS, the City Council of the City of College Place (City) wishes to accept a Community Challenge Grant application for to install free wireless internet at Kiwanis Park, Lions Park, Veterans Park, and the College Place Municipal Campus.

Now therefore, be it Resolved that the City Council of the City of College Place does hereby

Section 1: The City Council of College Place, Washington authorizes and fully supports the AARP Community Challenge Grant to install free wireless internet hotspot locations at Kiwanis Park, Lions Park, Veterans Park, and the College Place Municipal Campus.

Section 2: 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.

Section 3: 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 13th day of July, 2021.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between **AARP**, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of College Place, Washington, a municipality located at 625 S. College Avenue, College Place, Washington 99324 ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of **\$18,350.00** ("Grant Funds") so that Organization may improve the community by enhancing social connections through high speed wifi and public hot spots ("Goal"). Organization will perform the activities described herein between the execution of this contract and December 31, 2021 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$18,350.00**
- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities at 801 SE Larch Avenue, College Place, Washington and achieve the following deliverables (collectively "Grant Activities"):
 - i. Organization will purchase and install four (4) community internet hot spots at Lions Park, Kiwanis Park, Veterans Park, and the Municipal Campus.
 - ii. Organization will purchase and install four (4) AARP branded signage at Lions Park, Kiwanis Park, Veterans Park, and the Municipal Campus promoting the project.
 - iii. Organization will host four (4) community events once COVID-19 restrictions are lifted to showcase the benefits of the community wifi in the parks.
 - iv. Organization agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations.
 - v. Organization will include AARP provided and approved branding and language that indicates AARP's support for the Challenge project as applicable:
 - 1.b.v.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 1.b.v.2 Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - 1.b.v.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
 - vi. Project(s) will be complete by December 31, 2021.
- c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After

Action Report with visuals (photos and/or video) to AARP national office by December 31, 2021.

- d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2022. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation,

indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.

12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

City of College Place, Washington

Michael Rizzitiello
625 S. College Avenue
College Place, Washington, 99324

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: Jean Setzfand

Title: Senior Vice President, Programs

Date: _____

City of College Place, Washington

By: _____

Printed Name: _____

Title: _____

Date: _____



New/Updated Vendor Set-Up Form (Rev. 04.2021)

In order to be set-up to do business with AARP and enter into AARP systems for payment processing, this form must be completed in its entirety and return to the appropriate AARP representative.

Please complete this form and return it with a completed (signed) W-9 Form to your AARP representative for approval and processing. Please contact our call center with any questions regarding this form at 202-434-7868, option 3 for Financial Services

1.0 GENERAL COMPANY INFORMATION



new vendor



existing vendor

Company Name <i>(as it appears on invoice)</i>	City of College Place
Primary Address	625 S College Avenue College Place, WA 99324
Tax ID Number	91-6001412
DUNS Number	027416270
Primary Business Contact <i>(name and title)</i>	Brian Carleton, Finance Director
Contact Phone Number	509-394-8507
Contact e-Mail	bcarleton@cpwa.us

Financial Representative (required)	Name (print)	Brian Carleton	Email	bcarleton@cpwa.us
	Title	Finance Director	Phone #	509-394-8507
Financial Representative (required)	Name (print)	Dashari Cini mon	Email	dcinimon@cpwa.us
	Title	Deputy Finance Director	Phone #	509-394-8517

If changes to representatives, **immediately** notify AARP to complete a new form to update the contact information for reverification by AARP BU staff

Are you an Independent Contractor (please enter YES or NO)

No

2.0 SMALL, 50+ AND DIVERSITY BUSINESS QUALIFICATIONS

Please check all boxes that apply to your business or enter the word "yes" if your company is majority owned (greater than 50%) by one of the following groups or classifications. AARP will audit your status annually using a 3rd party. Failure to provide accurate information may result in your inability to provide additional work to AARP for an indefinite period of time. AARP uses the SBA guidelines to determine who qualifies as a small, Hub Zone or 8a business.

Minority Owned Businesses		Other Diverse, Small and 50+ Businesses	
African American		Women-Owned	
Hispanic or Latino		Disabled-Owned	
Asian		Service-Disabled or Veteran-Owned	
American Indian or Alaska Native		LGBT-owned (Lesbian/Gay/Bisexual/Transgender)	
Native Hawaiian or Other Pacific Islander		Small, HUB Zone or 8a Business	
Some Other Race (two or more races or multi-racial)		Business Owned by Individual (s) Aged 50+	

Please answer the following questions:

Are you able to provide a certification of your diversity status if requested? (enter NA if none checked)	
What estimated percentage of your annual spend is sourced from other businesses in one or more of the groups or classifications listed above? (i.e. second-tier spend)	
Are you able to provide a quarterly or annual report of your tier-two diversity spend if requested?	

3.0 ACH REMIT INFORMATION

AARP payment terms are "Net 45" days via Automated Clearing House (ACH). Small and diversity businesses are offered accelerated payment terms of 15 days from receipt of a valid invoice received at the proper address. The 15 day terms are a target and not a guarantee.

Remit Payment Name	City of College Place
Remit Address	625 S College Ave
	College Place, WA 99324
Accounts Receivable Contact	Dastari Ciniimon
e-Mail Address (required for notification)	dciniimon@cpwa.us
Bank Name	Community Bank
Bank Address (city and state)	1288 SE Commercial Drive, College Place WA, 99324
Bank Routing Number	123203878
Bank Account Number (checking accounts only)	15012158

I authorize AARP to initiate credits to my account for payment of vendor services. This authority will remain in effect until cancelled by me in writing. I have reviewed and validated the furnished ACH banking information and acknowledge that all information furnished is truthful and accurate provided on this form.

Authorized Signature		7/6/21
Name and Title (printed)	Brian Carleton, Finance Director	Date (above)

NOTE: AARP validates all ACH information. Payment will not be issued until banking information has been validated by AARP. To be processed for payment, all invoices must include the Purchase Order (PO) number and AARP contact name, and IMPT Assignment Number (if applicable). Failure to provide this information may result in delayed payment.

4.0

To be completed by AARP Representative as approval for this vendor setup or change request

AARP and affiliates Representative	Name (print) Tracy Bertram	Group/Dept. CSN
------------------------------------	----------------------------	-----------------

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of College Place

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

625 S. College Ave

6 City, state, and ZIP code

College Place, WA 99324

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

9 1 - 6 0 0 1 4 1 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

02/23/2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF WALLA WALLA AND COLLEGE PLACE FOR THE PURPOSES OF EMERGENCY WATER SUPPLY

THIS AGREEMENT made and entered into this _____ day of _____, ~~2018~~2021, by and between the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as "Walla Walla," and the CITY OF COLLEGE PLACE, a Municipal Corporation, hereinafter referred to as "College Place" (individually a "Party," collectively, the "Parties"). This agreement supersedes all prior water intertie agreements between the two parties.

WHITNESSETH

WHEREAS, Walla Walla is a non-chartered code city located in Walla Walla County, Washington and authorized by RCW 39.34.080 and enter into interlocal agreements with other public agencies. On the 24th day of October 2018, the Walla Walla City Council passed Resolution No. 2018-111 authorizing an interlocal agreement with the City of College Place associated with delivery of water through its public water supply system to the City of College Place in event of emergency, and

WHEREAS, College Place is a non-chartered code city located in Walla Walla County, Washington and authorized by RCW 39.34.080 and enter into interlocal agreements with other public agencies. On the 18th day of November 2018, the College Place City Council passed Resolution Agenda Bill 18-040 authorizing an interlocal agreement with the City of Walla Walla associated with the receipt of water through its public water supply system from the City of Walla Walla in event of emergency, and

WHEREAS, Walla Walla and College Place wish to enter into an interlocal agreement providing for emergency water system intertie between the two parties,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement shall become effective as of the date of mutual execution and shall remain in effect until either party requests termination or a party defaults on payment of charges.
2. **PURPOSE:** The purpose of this agreement is to provide for an emergency water intertie between the two parties, whereby Walla Walla will be able to supply water to College Place in the event of a declared emergency.
3. **EMERGENCIES:** An emergency is defined as a serious, unexpected, and often dangerous situation requiring immediate action and/or when a delay may threaten the health, safety, or welfare of the people. With regard to this agreement, officials with the authority to declare an emergency include the Mayor, Mayor Pro-tem, City Manager/Administrator, Deputy or Acting City Manager/Administrator, Public Works Director, City Engineer, or the Police or Fire Chief.

Commented [KB1]: Mike/Paul – We don't have this info (blank on the previous agreement), can you fill-in?

4. LOCATIONS OF INTERTIES: There are three (3) existing interconnections; one near the intersection of W Rose Street and NE Carey Court; one near the intersection of SE 12th Street and SE Myra Road; and one near the intersection of Garrison Village Way and SE Myra Road. The location of these existing interties can be found on Exhibits A, B, and C.
5. OWNERSHIP OF INTERTIES: College Place shall maintain ownership of all intertie equipment and vaults with the exception of the meters inside ~~each vault~~the SE Myra SE 12 Street intertie vault,
~~the W Rose Street NE Carey Court intertie vault,~~ and the meter transmitting units at each of the three locations, which shall be owned and maintained by the City of Walla Walla. ~~College Place's meter at the SE Garrison Village Way SE Myra Road intertie shall be compatible with Walla Walla's Advanced Metering Infrastructure (AMI) System.~~ Walla Walla shall own, operate, and maintain the water mains up to and including the valves on the upstream side of each intertie.
6. OPERATION AND CONSTRUCTION STANDARDS: Any and all construction required under the terms of this agreement shall be performed in accordance with the current standards of AWWA, and the State of Washington, Department of Health (DOH) Minimum Design Standards. Except in the case of an emergency, any changes to intertie equipment shall be mutually agreed to in writing at least fifteen (15) working days in advance of said changes. In cases of an emergency, notification in accordance with Section 9 (Limitations) below shall be provided ~~within 72 hours and shall outline the changes and what necessitated the emergency.~~

Either party may perform meter testing on an annual basis provided the above notification process is followed.

7. CHARGES FOR SERVICE/USE – WATER PROVIDED BY WALLA WALLA: The rate charged to College Place for water so provided shall be billed at the current residential consumption rate (inside city) in effect at the time of consumption as set forth in Walla Walla's current Water Rate Ordinance. In addition, for each month ~~of~~ water usage occurs a "water meter base charge" in effect at the time of consumption as set forth in Walla Walla's current Water Rate Ordinance will be billed according to meter size. Exceptions:
- If the meter does not register any usage during a given month, no charges will be incurred.
 - There shall be no charges incurred for periodic flushing of the interties provided notice is given in accordance with the "CONSTRUCTION STANDARDS" section above.
8. PAYMENT: Payments for current charges must be received within 30 days of the billing date. Delinquent charges shall bear interest at eight percent per annum computed on a monthly basis. ~~Failure to pay within the time period shall result in the billing being deemed delinquent and a 5% interest penalty added.~~
9. LIMITATIONS: The following limitations apply to this agreement
- Use of water through the interties shall be limited to emergency usage only, not to exceed sixty (60) calendar days. Under no circumstances shall this agreement imply an on-going supplemental water source for either party.
 - Use of water provided through the intertie shall not negatively affect fire protection for Walla Walla or its ability to supply water within Walla Walla, which Walla Walla may determine in its sole discretion.
 - Written notification of usage shall be provided by College Place to Walla Walla within 72 hours and shall outline what necessitated the emergency.

Commented [KB2]: Requirement of WWMC 13.04.900 C.

- i. Walla Walla may in its sole discretion immediately terminate usage if it does not concur with the emergency declaration that precipitated the usage.
- d. Notification of immediate activation shall be provided through the Walla Walla County Emergency Dispatch call center with notice given by Dispatch, for College Place's usage, to Walla Walla's on-call Water Treatment Division personnel.
 - i. Walla Walla City staff will unlock the locked gate valve just upstream of the meter vaults.
- e. Back-up supply through the intertie for purposes such as water tank cleaning may be made with advance notification in accordance with the "OPERATION AND CONSTRUCTION STANDARDS" section, but shall be limited to a period not to exceed fifteen (15) calendar days.
- ~~f. The intertie at W Rose Street and NE Carey Court and the intertie at SE 12th Street and S Myra Road shall be available for use upon execution of this agreement.~~
- ~~g. The intertie at Garrison Village Way and S Myra Road may not be used until the hydrant on the upstream side of the intertie is moved downstream, the meter is outfitted with a meter compatible with Walla Walla's Advanced Metering Infrastructure (AMI), and a meter transmitting unit (MTU) is installed and active on Walla Walla's AMI system. All costs associated with the meter change and fire hydrant relocation shall be borne by the City of College Place; Walla Walla will bear the costs associated with the MTU installation.~~
- ~~h.f.~~ Walla Walla may in its sole discretion refuse to supply water when any charges, interest or penalties for prior usage remain unpaid.
- ~~i.g.~~ Emergency water supply under this agreement shall not be considered water availability of any kind whatsoever for purposes of new construction or development in College Place.

10. DUTIES OF WALLA WALLA: Walla Walla agrees to:

- a. Furnish potable water at the points of intertie to College Place, free from contamination and meeting DOH drinking water standards on a year-round basis.
- b. Provide a sufficient water flow which will normally range between 0.0 and 3.0 Million Gallons per Day (mgd).

11. DUTIES OF COLLEGE PLACE: College Place agrees to:

- a. Use due care and caution in the distribution of water so as to not cause any contamination, waste, or mismanagement of the water resources of either party.
- b. Ensure operation and maintenance of the interties according to current AWWA and DOH standards.
- c. College Place grants Walla Walla unlimited access to the vaults for periodic testing of the meters and meter transmitting units when deemed necessary by Walla Walla.
- ~~e.d.~~ Promptly make payments for charges.

12. INDEMNIFICATION: Each of the parties shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of either of the parties, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. TERMINATION: This agreement may be terminated at any time by either party with sixty (60) calendar days advance written notice provided. Failure to pay for charges will be considered a breach of contract and will result in termination of the agreement if College Place is in default on payments for more than ninety (90) calendar days.
14. DISPUTES: Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to commencement of any legal action by either party, the party proposing such action shall provide to the other party forty-five (45) days' written notice of the intent to take such action: provided, that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the forty-five (45) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that Walla Walla or College Place may have. In the event of any dispute under this agreement shall be governed by the laws of the State of Washington. Venue shall be in Walla Walla County, Washington.
15. NOTICES: Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of Walla Walla, when mailed, postage prepaid, or delivered to the City ~~Manager/Clerk~~, City of Walla Walla, 15 N. Third Avenue, Walla Walla, Washington 99362, and on behalf of College Place, when mailed, postage prepaid, or delivered to the City Administrator, 625 S. College Avenue, College Place, Washington 99324. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.
16. FILING: This agreement shall be filed by the parties in accordance with RCW 39.34.040.

WALLA WALLA

COLLEGE PLACE

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

By: _____

By: _____

Type Name: Nabiel Shawa
Crowder

Type Name: Norma L. Hernandez Harvey R.

Title: City Manager

Attest:

Kammy D. Hill, MMC, City Clerk

Title: Mayor

Attest:

Lisa R. Neissl, CMC

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF WALLA WALLA AND COLLEGE PLACE FOR THE PURPOSES OF EMERGENCY WATER SUPPLY

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as "Walla Walla," and the CITY OF COLLEGE PLACE, a Municipal Corporation, hereinafter referred to as "College Place" (individually a "Party," collectively, the "Parties"). This agreement supersedes all prior water intertie agreements between the two parties.

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WHEREAS, College Place is a non-chartered code city located in Walla Walla County, Washington and authorized by RCW 39.34.080 and enter into interlocal agreements with other public agencies. On the _18th_ day of _November_ 2018, the College Place City Council passed Resolution 18-040 authorizing an interlocal agreement with the City of Walla Walla associated with the receipt of water through its public water supply system from the City of Walla Walla in event of emergency, and

WHEREAS, Walla Walla and College Place wish to enter into an interlocal agreement providing for emergency water system intertie between the two parties,

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3. **EMERGENCIES:** An emergency is defined as a serious, unexpected, and often dangerous situation requiring immediate action and/or when a delay may threaten the health, safety, or welfare of the people. With regard to this agreement, officials with the authority to declare an emergency include the Mayor, Mayor Pro-tem, City Manager/Administrator, Deputy or Acting City Manager/Administrator, Public Works Director, City Engineer, or the Police or Fire Chief.
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intersection of W Rose Street and NE Carey Court; one near the intersection of SE 12th Street and SE Myra Road; and one near the intersection of Garrison Village Way and SE Myra Road. The location of these existing interties can be found on Exhibits A, B, and C.

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6. OPERATION AND CONSTRUCTION STANDARDS: Any and all construction required under the terms of this agreement shall be performed in accordance with the current standards of AWWA, and the State of Washington, Department of Health (DOH) Minimum Design Standards. Except in the case of an emergency, any changes to intertie equipment shall be mutually agreed to in writing at least fifteen (15) working days in advance of said changes. In cases of an emergency, notification in accordance with Section 9 (Limitations) below shall be provided.

Either party may perform meter testing on an annual basis provided the above notification process is followed.

7. CHARGES FOR SERVICE/USE – WATER PROVIDED BY WALLA WALLA: The rate charged to College Place for water so provided shall be billed at the current residential consumption rate (inside city) in effect at the time of consumption as set forth in Walla Walla's current Water Rate Ordinance. In addition, for each month water usage occurs a "water meter base charge" in effect at the time of consumption as set forth in Walla Walla's current Water Rate Ordinance will be billed according to meter size. Exceptions:
 - a. If the meter does not register any usage during a given month, no charges will be incurred.
 - b. There shall be no charges incurred for periodic flushing of the interties provided notice is given in accordance with the "CONSTRUCTION STANDARDS" section above.
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 - c. Written notification of usage shall be provided by College Place to Walla Walla within 72 hours and shall outline what necessitated the emergency.
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 - d. Notification of immediate activation shall be provided through the Walla Walla County Emergency Dispatch call center with notice given by Dispatch, for College Place's usage, to Walla Walla's on-call Water Treatment Division personnel.
 - i. Walla Walla City staff will unlock the locked gate valve just upstream of the

meter vaults.

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- f. Walla Walla may in its sole discretion refuse to supply water when any charges, interest or penalties for prior usage remain unpaid.
- g. Emergency water supply under this agreement shall not be considered water availability of any kind whatsoever for purposes of new construction or development in College Place.

10. DUTIES OF WALLA WALLA: Walla Walla agrees to:

- a. Furnish potable water at the points of intertie to College Place, free from contamination and meeting DOH drinking water standards on a year-round basis.
- b. Provide a sufficient water flow which will normally range between 0.0 and 3.0 Million Gallons per Day (mgd).

11. DUTIES OF COLLEGE PLACE: College Place agrees to:

- a. Use due care and caution in the distribution of water so as to not cause any contamination, waste, or mismanagement of the water resources of either party.
- b. Ensure operation and maintenance of the interties according to current AWWA and DOH standards.
- c. College Place grants Walla Walla unlimited access to the vaults for periodic testing of the meters and meter transmitting units when deemed necessary by Walla Walla.
- d. Promptly make payments for charges.

12. INDEMNIFICATION: Each of the parties shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of either of the parties, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. TERMINATION: This agreement may be terminated at any time by either party with sixty (60) calendar days advance written notice provided. Failure to pay for charges will be considered a breach of contract and will result in termination of the agreement if College Place is in default on payments for more than ninety (90) calendar days.

14. DISPUTES: Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the

dispute. Prior to commencement of any legal action by either party, the party proposing such action shall provide to the other party forty-five (45) days' written notice of the intent to take such action: provided, that such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the forty-five (45) day notice period, the parties shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that Walla Walla or College Place may have. In the event of any dispute under this agreement shall be governed by the laws of the State of Washington. Venue shall be in Walla Walla County, Washington.

15. NOTICES: Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of Walla Walla, when mailed, postage prepaid, or delivered to the City Clerk, City of Walla Walla, 15 N. Third Avenue, Walla Walla, Washington 99362, and on behalf of College Place, when mailed, postage prepaid, or delivered to the City Administrator, 625 S. College Avenue, College Place, Washington 99324. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

16. FILING: This agreement shall be filed by the parties in accordance with RCW 39.34.040.

WALLA WALLA

Approved as to Form:

City Attorney

By: _____

Type Name: Nabiel Shawa

Title: City Manager

Attest:

Kammy D. Hill, MMC, City Clerk

COLLEGE PLACE

Approved as to Form:

City Attorney

By: _____

Type Name: Norma L. Hernandez

Title: Mayor

Attest:

Lisa R. Neissl, CMC



SW Mojonnier Rd Reconstruction Project

This project entails reconstruction of SW Mojonnier Rd for 0.64 miles from College Avenue to Bluvue Ln (western city limits). The roadway recently transferred to City ownership from Walla Walla County jurisdiction. The City wants to reconstruct the roadway from a rural thoroughfare to a urban standard which includes two traffic lanes, bike lanes, sidewalks, and street lighting at key areas. This roadway conveys traffic to and from Meadowbrook Business District (Walmart/Library), College Place High School, Proposed new school at SW Teal Rd, and Gardena/Frog Hollow Agricultural Area. This project is in the Walla Walla Valley MPO 2045 Plan.

Project Map



- Project includes
 - Two 12' traffic lanes.
 - Two 8' bike lanes (Blue Mountain Regional Trails Plan).
 - One 11' Turn Lane.
 - Two 6' sidewalks.
 - 0.64 miles of new water/wastewater mains to serve nearby residents.
 - Storm infrastructure.
 - Street lighting at unsafe areas.
- Financing
 - City obtained \$640,000 Walla Walla Valley Metropolitan Planning Organization Federal Grant for final engineering and right-of-way acquisition.
 - Total final engineering and right-of-way acquisition cost is estimated at **\$790,000**.
 - Total construction cost estimated at **\$4,089,290**.
 - **Estimated construction cost of \$4,879,290.**
- Project Schedule
 - Final engineering and right-of-way acquisition: Fall 2021 to Summer 2022.
 - Construction: Summer 2022 to 2023 (Depending on Funding).

SW Mojonnier Rd – Looking East



SW Mojonnier Rd – Looking West



Please direct questions and concerns to: Mr. Mike Rizzitiello – City Administrator, College Place City Hall – 625 S. College Ave, Phone: (509)-394-8506, Email: mrizzitiello@cpwa.us

City of College Place, Washington
RESOLUTION NO. 21-016

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING A PRIORITIZED INFRASTRUCTURE INVESTMENT LIST TO THE FEDERAL GOVERNMENT

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW; and

WHEREAS, Washington Senators Patty Murray and Maria Cantwell have put out a solicitation form to local governmental agencies seeking prioritized listing of infrastructure projects needing Federal grant assistance; and

Now therefore, be it Resolved that the City Council of the City of College Place does hereby

Section 1: The City Council of College Place, Washington authorizes and fully supports the prioritized list of infrastructure projects and authorizes the City Administrator and support staff to work with Federal Representatives and Senators to secure grant funding from the American Rescue Plan Act of 2021 and future infrastructure funding packages.

Section 2: The prioritized list of infrastructure projects in the City of College Place is as follows:

1. Wastewater: College Place Wastewater Treatment Plant Upgrade (State-mandated).
2. Water: Western College Place Water System Improvements.
3. Transportation: SW Mojonner Rd Reconstruction (College Ave to Bluvue Ln).
4. Transportation: SE 12th Street Reconstruction (College Ave to Myra Rd)
5. Wastewater: Lift Station #5 Relocation/Reconstruction – SW 1st Street
6. Stormwater: SW 10th Street (College Ave to Dead End)
7. Water: Well #3 Addition of Generator & Chlorinator System
8. Wastewater: Wastewater Sewer Lining

Section 3: 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.

Section 4: 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 23rd day of March, 2021.

DocuSigned by:

Norma L. Hernández

Norma L. Hernández, Mayor

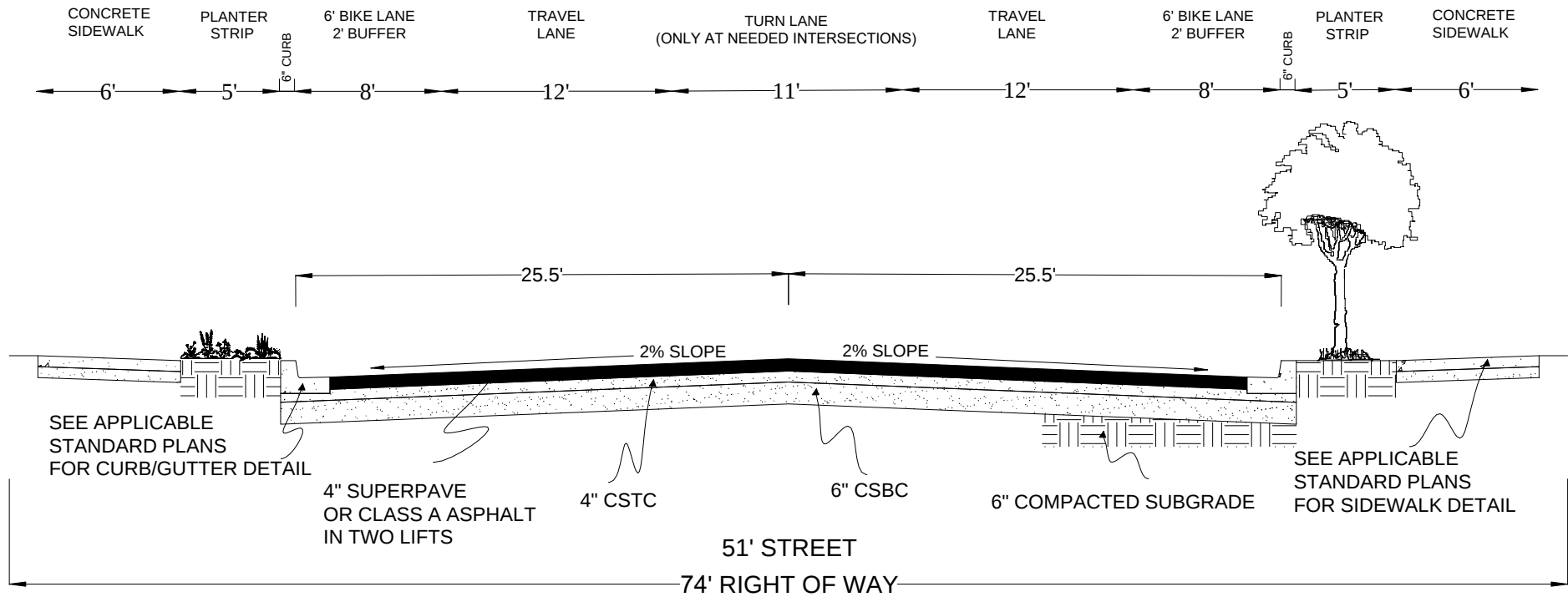
Attest:

DocuSigned by:

Lisa R. Neissl

Lisa R. Neissl, CMC
City Clerk

CITY OF COLLEGE PLACE - STANDARD SPECIFICATIONS



ON STREET PARKING NOT PERMITTED

NOTES:

- 1 DIMENSIONS PROVIDED FOR SIDEWALK WIDTHS ARE MINIMUM AND APPLICABLE IF SUFFICIENT RIGHT-OF-WAY WIDTH IS AVAILABLE AS DETERMINED BY THE CITY. IN THE EVENT SUFFICIENT RIGHT-OF-WAY WIDTH IS NOT AVAILABLE, SIDEWALK FEASIBILITY AND WIDTHS ARE DETERMINED BY THE CITY.
- 2 REFER TO GENERAL STREET CONSTRUCTION NOTES - STANDARD PLAN 110.00 FOR SPECIFICATIONS INCLUDING BUT NOT LIMITED TO COMPACTION STANDARDS AND TESTING REQUIREMENTS.
- 3 CENTER LANE/MEDIAN MAY BE OMITTED AND LANE WIDTHS MODIFIED UPON CITY ENGINEER CONCURRENCE WITH APPROVED TRANSPORTATION IMPACT ANALYSIS (TIA) SUBSTANTIATING MINIMUM LEVELS OF SERVICE MAINTAINED OVER 20-YEAR HORIZON.

DRAWING NOT TO SCALE

CITY ENGINEER:
DRAWING: SPENCER MYRLIE, EIT
LAST REVISION: 05/13/2021

SW MOJONIER ROAD CROSS SECTION