

Tuesday, January 11, 2022
Electronic City Council Meeting

7:00 P.M.

2089th 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://us06web.zoom.us/j/85345756559>

Or you may call this number to listen: 1-669-900-9128 ID# 853 4575 6559 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Council Reference Materials
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Private
Type :	Information

Admin Content

Attached are various reference materials. This information will be in each agenda for both workshops & regular meetings.

Note that documents are subject to change without notice as the purpose is to have the most current information here at all times.

Administrative File Attachments

[2021_Council-Committee_Meetings.pdf \(44 KB\)](#)
[2020_Committee_Assignments_Final.pdf \(133 KB\)](#)
[Council_Rules_Booklet_2020.pdf \(311 KB\)](#)
[Council_Terms.pdf \(9 KB\)](#)
[Finance_Policy 04-14-2020.pdf \(985 KB\)](#)

Subject :	1.02 Call To Order
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.03 AB 22001 - Oath of Office - Cleveland, Council Position 2
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

I, Michael Cleveland, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

File Attachments

[Oath_of_Office_Cleveland_2022-01-11.pdf \(631 KB\)](#)

Subject :	1.04 AB 22002 - Oath of Office - Espinoza, Council Position 3
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

I, Tito Espinoza Jr., do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

File Attachments

[Oath_of_Office_Espinoza_2022-01-11.pdf \(543 KB\)](#)

Subject :	1.05 Roll Call
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.

Access : Public
Type : Procedural

Public Content

Mayor Via Web	Norma L. Hernández
	Position 1 - Vacant,
	Michael Cleveland,
	Loren Peterson,
Council Members Via Web	Tito Espinoza Jr.,
	Melodie Selby,
	Heather Schermann,
	Monica Boyle
	Administrator, Mike Rizzitiello;
	City Attorney, Rea Culwell
	Finance Director, Brian Carleton;
	Public Works Director, Robert McAndrews;
Staff Via Web	Police Chief, Troy Tomaras;
	Fire Chief, David Winter;
	Community Development Director, Jon Rickard;
	HR Manager, Shawn Doering;
	City Clerk, Lisa Neissl
Subject :	1.06 Pledge of Allegiance
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
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."

2. Executive Session.

Subject :	2.01 Adjourn to Executive Session per RCW 42.30.110(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	2. Executive Session.
Access :	Public
Type :	Discussion

Public Content

Adjourn to Executive Session per RCW 42.30.110(i)(A)

To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

3. Public Comment.

Subject :	3.01 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 :	Jan 11, 2022 - Electronic City Council Meeting
Category :	3. Public Comment.
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.

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 written comments to be included in the meeting documents.

- Your Name
- Your Address

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

Public Comments in person may be made by telephone or virtually during the meeting:

- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and **raising 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 \(224 KB\)](#)

4. Consent Agenda.

Subject :	4.01 AB 22003 - Approve Agenda for January 11, 2022
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. 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 :	4.02 AB 22004 - Approve Council Minutes from December 14, 2021
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Dec 14, 2021 - Electronic City Council Meeting

File Attachments

Consent

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Subject :	4.03 AB 22005 - Appoint Council Member Loren Peterson as Mayor Pro-Tem.
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jan 11, 2022

Public Content

With the retirement of Council Member Nyhagen, Mayor Hernández would like to appoint interim Mayor Pro Tem Peterson to the position full time.

Consent

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Subject :	4.04 AB 22006 - 2022 Confirmations of Appointments to Boards & Commissions
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jan 11, 2022

Public Content

Historical Perspective:

Various commission terms expired on 12/31/2021:

Civil Service - Position 3;

Diversity & Inclusion - Positions 1 & 2;

Historic Preservation - Positions 1 & 5;

Parks - Position 5 vacated by incoming Council Member Espinoza;

Planning - Positions 2 and 5.

*Historic Preservation Position 1 remains vacant and the City is currently seeking applicants.

Information for Consideration:

The Mayor has made the following appointments:

Civil Service: Position 3 - JoAnne Wiggins - 6-year term expiring 12/31/2027 (Reappointment)

Diversity & Inclusion: Position 1 - Suzanne M. Sullivan - 3-year term expiring 12/31/2024 (Reappointment)
Position 2 - Amanda Ponce - 3-year term expiring 12/31/2024

Historic Preservation: Position 1 - *Vacant
Position 5 - Terry Gottschall - 3-year term expiring 12/31/2024 (Reappointment)

Parks: Position 5 - Troy Fitzgerald - fill term expiring 12/31/2023

Planning: Position 2 - Brian Roth - 4-year term expiring 12/31/2025 (Reappointment)
Position 5 - Curtis Nelson - 4-year term expiring 12/31/2025

Executive File Attachments

[Nelson-PC-BOARD-AND-COMMISSION-APPLICATION.pdf \(246 KB\)](#)

[DIAB_A.Ponce-BOARD AND COMMISSION APPLICATION - CITY OF COLLEGE PLACE.pdf \(66 KB\)](#)

Consent

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Subject :	4.05 AB 22007 - Fire Engine Purchase - Chief Winter
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jan 11, 2022

Fiscal Impact :	Yes
Dollar Amount :	\$700,000.00
Budgeted :	Yes
Recommended Action :	Approve the purchase order for the fire engine. Not to exceed \$700,000.

Public Content

This is the purchase of a fire engine that was approved in this year's budget. This is a vehicle that is replaced every twenty years.

File Attachments

[Pierce Bid.pdf \(520 KB\)](#)
[RCWs authorizing cooperative purchasing.pdf \(3,427 KB\)](#)
[Resol No. 17-008 - HGAC Purchasing Cooperative.pdf \(343 KB\)](#)
[HGACBuy Cooperative Purchasing - 2017.pdf \(144 KB\)](#)

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 :	4.06 AB 22008 - SCBA Purchase - Chief Winter
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jan 11, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$150,000.00
Budgeted :	Yes
Recommended Action :	Approve the purchase order for 14 SCBAs. Not to exceed \$150,000.

Public Content

Historical Perspective:

This is the purchase of a 14 SCBAs that has been on the equipment purchase list for years. SCBA air packs are to be replaced every 15 years. Our packs are almost 17 years old.

Information for Consideration:

We are purchasing 14 air-packs with 40 masks, and 28 bottles, to replace our obsolete equipment. Currently we are down to 11 working packs, which include the 4 used packs we purchased last year. Air-packs are a priority equipment item for firefighting activities inside a structure. The air-packs will be put into service in our two front line engines.

Over the last year SCBA air-packs have gone up in price by 20%.

This purchase is being done jointly with Walla Walla Fire Department, and Walla Walla County Fire Protection #4.

File Attachments

[CP SCBA.pdf \(44 KB\)](#)
[RCWs authorizing cooperative purchasing.pdf \(3.427 KB\)](#)
[Resol No. 17-008 - HGAC Purchasing Cooperative.pdf \(343 KB\)](#)
[HGACBuy Cooperative Purchasing - 2017.pdf \(144 KB\)](#)
[HGAC - SWI - SCOTT - 7.20.21.pdf \(170 KB\)](#)
[HGAC - SCOTT Agreement and Product codes \(002\).pdf \(315 KB\)](#)
[SEA WESTERN INC Certificate of Workers' Compensation Coverage Jan 2022.pdf \(252 KB\)](#)
[Debarment Screenshot 2022-01-06 111736.pdf \(54 KB\)](#)
[Assignment EE08-19 to Sea-Western Inc - SCOTT.pdf \(1.430 KB\)](#)

Consent

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Subject :	4.07 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 :	Jan 11, 2022 - Electronic City Council Meeting
Category :	4. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the 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.

5. Presentations.

Subject :	5.01 AB 22009 - Holiday Yard of the Month - 820 SE Date - Chief Tomaras
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	5. Presentations.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The City of College Place adopted a "Yard of the Month Program" to be awarded during the months of June, July, August and September. An additional award will be presented in the month of December for seasonal decorations.

Information for Consideration:

The Holiday yard of the month recipients are Elliot & Dorothy Graham who have lived in College Place for 20 years.

File Attachments

[IMG_5272.jpg \(2.665 KB\)](#)

[IMG_5296.jpg \(1.679 KB\)](#)

6. Public Hearings-None.

7. Action Items.

Subject :	7.01 AB 22010 - Acceptance of State RCO WWRP Grant for Lions Park Renovation - Mr. Rizzitiello
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	7. Action Items.
Access :	Public
Type :	Action

Preferred Date :	Jan 11, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$500,000.00
Budgeted :	Yes
Recommended Action :	Motion to approve Resolution No. 22-001 which accepts the State RCO WWRP Grant in amount of \$500,000 and authorize City Administrator to sign grant agreement.

Public Content

Historical Perspective:

The City has been working on various grant applications to renovate Lions Park since 2017.

Information for Consideration:

The City recently received RCO grant contract #20-1743 which will allow the City to begin receiving State RCO WWRP grant funds for the Lions Park Renovation in the total of \$500,000. The City is managing three other active grants toward the project.

File Attachments

[Res_No_22-001_Acceptance_of_WA_St_RCO-WWRP_Grant_for_Lions_Park_Renovation.pdf \(148 KB\)](#)
[RCO_GrantAgreement_Image.png \(167 KB\)](#)
[Resol_No_20-020_RCO_WWRP_Lions_Park_Splash_Pad_Park_Improvements_Grant_Support_2020-05-12.pdf \(1,733 KB\)](#)

Subject :	7.02 AB 22011 - Acceptance of State RCO YAF Grant for Lions Park Renovation - Mr. Rizzitiello
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	7. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 11, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$349,550.00
Budgeted :	Yes
Recommended Action :	Motion to approve Resolution No. 22-002 which accepts the State RCO YAF Grant in amount of \$349,550 and authorize City Administrator to sign grant agreement.

Public Content

Historical Perspective:

The City has been working on various grant applications to renovate Lions Park since 2017.

Information for Consideration:

The City recently received RCO grant contract #20-1566 which will allow the City to begin receiving State RCO YAF grant funds for the Lions Park Renovation in the total of \$349,550 The City is managing three other active grants toward the project.

File Attachments

[Res_No_22-002_Acceptance_of_WA_St_RCO-YAF_Grant_for_Lions_Park_Renovation.pdf \(149 KB\)](#)
[Agreement.png \(166 KB\)](#)

[Resol_No_20-018_RCO-YAF_Lions_Park_Ballfield_Grant_Support_2020-04-14.pdf \(1.655 KB\)](#)

8. Administrative Reports.

Subject :	8.01 AB 22012 - 2022 Salary Ordinance Update & Contract Amendments - Ms. Doering
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	8. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

Each year in January the salary ordinance is updated to reflect salary changes approved in the budget.

Information for Consideration:

Changes to Ordinance No. 21-014

- Unrepresented employees covered under an employment contract - 5.9% COLA based up CPI-W (Sept-Sept) per contract
- Police Sergeants & Police Lieutenant - 5% COLA per contract
- Unrepresented employees not covered under a contract - 3% COLA
- Public Union employees - contract not settled
- Police Union employees - 5% increase per contract
- Firefighter Union employees - 3% increase per contract
- Deputy Finance Director/HR Assistant - per salary study, 3% increase to pay scale in addition to 3% COLA
- Mechanic 1 & 2 titles added to the salary ordinance, but only one position added

Additional Changes

- Amendment to Police Sergeant contracts to update pay practices

File Attachments

[Salary_Ordinance_1_25_2022_initial.pdf \(170 KB\)](#)
[2022 Contract Addendum-Mike Rizzitiello.pdf \(92 KB\)](#)
[2022 Contract Addendum-Troy Tomaras.pdf \(98 KB\)](#)
[2022 Contract Addendum-Rea Culwell.pdf \(95 KB\)](#)
[2022 Contract Addendum-Dylan Schmick.pdf \(96 KB\)](#)
[2022 Contract Addendum-Sal Diaz.pdf \(97 KB\)](#)

Subject : 8.02 AB 22013 - McKinstry Investment Grade Audit Proposal - Mr. Rizzitiello

Meeting : Jan 11, 2022 - Electronic City Council Meeting

Category : 8. Administrative Reports.

Access : Public

Type : Discussion, Information

Public Content

Historical Perspective:

The City had a RSQ for ESCO Services back in September 2018. The ESCO Contract was awarded to McKinstry via RSQ process at this time.

Information for Consideration:

Following the ESCO procurement method, the City can work through McKinstry as a Design/Build firm. They do the engineering/mechanical design as well as construction. McKinstry guarantees energy savings and if projects don't meet the certified savings they make up the difference. Over the next several years in the 2022 to 2027 Capital Facility Plan (Ordinance #21-018) several facility projects are identified in it. In order to follow the ESCO method, a Investment Grade Audit needs to be performed to identify energy savings. McKinstry also helps write grants and obtain various funding to make projects become reality. The estimated cost of the IGA is \$71,424. We would pay the \$71,424 if the City decided not to go forward with any of the projects. As long as the City goes forward with the projects, the IGA cost gets wrapped into the general project costs. This concept was presented to the Utilities & Transportation Advisory Commission during its August 2021 meeting.

File Attachments

[College Place 08.19.21 \(3\) Final Final.pdf \(2,401 KB\)](#)
[Investment Grade Audit Proposal.pdf \(902 KB\)](#)
[Ord_No_21-018_2022-2027_CFP_2022-11-23.pdf \(810 KB\)](#)

Administrative File Attachments

[College Place 08.19.21 \(3\) Final Final.pptx \(7,008 KB\)](#)

Subject : 8.03 AB 22014 - Contracting for Welfare Checks - Ms. Culwell

Meeting : Jan 11, 2022 - Electronic City Council Meeting

Category : 8. Administrative Reports.

Access : Public

Type : Discussion, Information

Public Content

Historical Perspective:

New state policing legislation passed with the goal of reducing the incidents of use of force by law enforcement officers has changed the landscape of law enforcement-civilian interaction. Traditionally, law enforcement voluntarily served the community by conducting welfare checks on individuals when requested by a family member or friend, however the appropriateness of such service is now in question.

Information for Consideration:

Law enforcement still must detain a person whom they or a Crisis Responder have determined meet the requirements for Involuntary Treatment, however, with the new laws, the appropriateness of welfare check interaction with citizens has come into question. The City desires to continue to serve the community through welfare checks by contracting with a behavioral health professional to respond to public's request for welfare check. The cost to the City will be a nominal monthly fee and any increased risk of liability for providing such services, (provider will be required to be insured for services provided & automobile insurance as well). The behavioral health professional will conduct welfare checks and report back to officer who made request for check (officer receives request from dispatch). In addition, 911 will be called immediately should the behavioral health professional determine medical attention is needed or a crime may have or is being committed, or when the professional is a victim of a crime or attempted crime. The goal is to fill the gap left by the new laws and to alleviate additional pressure that might be put onto the fire department to respond to true welfare checks, as well as to serve the community.

File Attachments

[Welfare Check Agreement - Draft.pdf \(207 KB\)](#)

9. Informational Reports-None.

10. Closing Items.

Subject :	10.01 Adjourn - Motion to adjourn the meeting
Meeting :	Jan 11, 2022 - Electronic City Council Meeting
Category :	10. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting

STATE OF WASHINGTON,)
)ss.
County of Walla Walla)

OATH OF OFFICE

I, Michael Cleveland, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

_____, City Council Position 2
Signature

I certify that I know or have satisfactory evidence that Michael Cleveland, is the person who appeared before me and said person acknowledged that she signed this Oath of Office, and acknowledged it to be her free and voluntary act for uses and purposes mentioned in this instrument.

DATED this 11th day of January 2022



Lisa R. Neissl, CMC, CITY CLERK
City of College Place, Washington

STATE OF WASHINGTON,)

)ss.

County of Walla Walla)

OATH OF OFFICE

I, Tito Espinoza Jr., do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

_____, City Council Position 3
Signature

I certify that I know or have satisfactory evidence that Tito Espinoza Jr., is the person who appeared before me and said person acknowledged that she signed this Oath of Office, and acknowledged it to be her free and voluntary act for uses and purposes mentioned in this instrument.

DATED this 11th day of January 2022



Lisa R. Neissl, CMC, CITY CLERK
City of College Place, Washington

Electronic City Council Meeting (Tuesday, December 14, 2021)*Generated by Lisa Neissl on Tuesday, December 14, 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,

City Attorney – Via Web Rea Culwell

Administrator, Mike Rizzitiello; Finance Director, Brian Carleton; Deputy Finance Director, DaShari Schmick; Public Works Director, Robert McAndrews; Engineering Tech, Spencer Myrlie; Community Development Director, Jon Rickard; HR Manager, Shawn Doering; City Clerk, Lisa Neissl;

MEMBERS EXCUSED: Monica Boyle

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.

Jerry Bobbitt commented that item 1.01 was skipped and he would like to move item 3.01 to the regular agenda from the consent agenda. It was clarified that he was speaking about the agenda item to approve the agenda for the meeting. The Clerk moved the approval of the agenda from the Consent agenda No. 3.01 to the Action agenda item 6.01 moving the other action items down.

No other comments were made.

3. Consent Agenda.Action (Consent): Minutes: 3.02 AB 21251 - Approve Council Minutes from November 23, 2021Action (Consent): Minutes: 3.03 AB 21252 - Approve Council Minutes from December 7, 2021 WorkshopAction (Consent): 3.04 AB 21239 - Fees Resolution No. 21-054 Clerical Correction

Recommended Action: Approval of clerical correction on Resolution No. 21-054 as presented.

Action (Consent): 3.05 AB 21253 - Snow & Ice Policy UpdateAction (Consent): 3.06 AB 21354 - JUB Construction Services for Sky/12th Water Main Replacement

Recommended Action: Approve the contract for JUB as the City's on call engineer to provide construction phase services for the Sky/12th Water Main Replacement Project.

Action (Consent): 3.07 AB 21355 - JUB Construction Services for 2022 CIPP

Recommended Action: Approve the contract for JUB as the City's on call engineer to provide construction phase services for the 2022 Sewer CIPP Project

Action (Consent): 3.08 AB 21356 - JUB Engineering Services for Lift Station 5 Replacement

Recommended Action: Approve the contract for JUB as the City's on call engineer to provide design and engineering services for the Lift Station 5 Replacement Project.

Action (Consent): 3.09 AB 21357 - November 2021 Check Register/Financial ReportsAction (Consent): 3.10 Excuse Absence of Council Member Boyle

Action (Consent): 3.11 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 Nyhagen made a motion to approve the consent agenda. Second by Council Member Schermann and the motion passed 6-0.

4. Presentations.

Discussion, Information: 4.01 Honor Outgoing Council Member Nyhagen

Mayor Hernández said a few words to thank outgoing Council Member Nyhagen for her service on the City Council for 27 years.

Council Member Nyhagen said a few words about her time on the council.

5. Public Hearings.

Discussion, Information, Procedural: 5.02 AB 21258 - FY 2022 Final Budget Presentation -

Mr. Carleton gave a presentation on the final fiscal year 2022 budget.

Mayor Hernández opened the public hearing at 7:26 PM.

Testimony: None

Council Member Bobbitt made a motion to close the public hearing at 7:27 PM. Second by Council Member Nyhagen and, with no objection, the hearing was closed.

6. Action Items.

Action (Consent): 3.01 - Changed to Action 6.01 AB 21250 - Approve Agenda for December 14, 2021

Discussion ensued regarding the items on the agenda.

Council Member Bobbitt made a motion to move the moment of silence back to the regular agenda after the Pledge of Allegiance. Second by Council Member Nyhagen.

Discussion ensued.

On vote, the motion failed 2-4. (Yea - Bobbitt, Nyhagen / Nay - Cleveland, Peterson, Selby, Schermann)

Council Member Selby made a motion to approve the agenda. Second by Council Member Bobbitt and the motion passed 6-0.

Action: 6.02 AB 21249 - Resolution Declaring Certain Events as Official Community Events -

Mr. Rizzitiello presented a resolution declaring certain events as official community events which allows the city to provide funding and/or staffing for those events.

Council Member Selby made a motion to adopt Resolution #21-061 which certifies community events for Fiscal Year 2022. Second by Council Member Schermann and the motion passed 6-0.

Action: 6.03 AB 21259 - Award 4Bikes Project -

Mr. McAndrews reported on the bids received for the 4BIKES construction project and requested authorization to award the bid to Culbert Construction.

Discussion ensued.

Council Member Cleveland made a motion to award the 4Bikes Project to Culbert Construction, Inc. in the amount of \$532,818.22. Second by Council Member Peterson and the motion passed 6-0.

Action: 6.04 AB 21260 - Hayden Homes, LLC Quit Claim Deed to the City of College Place -

Mr. Rickard requested authorization for the Mayor to sign the quit claim deed accepting the property in the Homestead subdivision known as the Doans Stormwater Facility.

Council Member Peterson made a motion to authorize the Mayor to sign the quit claim deed accepting property know as the Doans Stormwater Facility. Second by Council Member Selby and the motion passed 6-0.

Action: 6.05 AB 21261 - Accept Grant Agreement with State Department of Commerce for Solar Array Project -

Mr. Rizzitiello requested adoption of the resolution accepting a grant from the Department of Commerce for the solar array project.

Discussion ensued.

Council Member Bobbitt made a motion to adopt Resolution #21-062 which accepts grant from the State Department of Commerce Solar Program in the amount of \$175,000 and authorize the City Administrator to sign the contract. Second by Council Member Nyhagen and the motion passed 6-0.

Action: 6.06 AB 21262 - Support of Grant Application to Transalta for Solar Array Project -

Mr. Rizzitiello requested approval of a resolution of support for a grant application to Transalta for additional funds for the solar array project.

Discussion ensued.

Council Member Selby made a motion to adopt Resolution No. 21-063 which authorizes the City to a grant application to Transalta in order to partially fund the Whitman & Maple Solar Array Project. Second by Council Member Cleveland and the motion passed 6-0.

Action: 6.07 AB 21263 - FEMA HMA Grant - Well #3 Chlorinator and Generator -

Mr. Rizzitiello requested approval of a resolution of support for a grant application to FEMA for a chlorinator and generator for Well #3.

Discussion ensued.

Council Member Peterson made a motion to adopt Resolution #21-064 which authorizes the City to submit the Well #3 chlorinator/generator project to FEMA State of Washington HMA grant program for consideration. Second by Council Member Nyhagen and the motion passed 6-0.

Action: 6.08 AB 21264 - Pollution Prevention Assistance Interagency Agreement -

Mr. Myrlie requested authorization to execute an interagency agreement for pollution prevention assistance with the Washington State Department of Ecology.

Discussion ensued.

Council Member Schermann made a motion to authorize administration to execute Interagency Agreement with the Washington Department of Ecology for the dollar amount of \$43,226.34. Second by Council Member Bobbitt and the motion passed 6-0.

Action: 6.09 AB 21265 - USDA Bond/Loan documents for the Southwest Sewer Project -

Mr. Carleton requested authorization to execute the Bond and Loan documents with the USDA for that portion of the funding for the Southwest Sewer Project.

Discussion ensued.

Council Member Selby made a motion approve Ordinance No. 21-023 and Resolution No. 21-065 allowing the City Administrator and Mayor to sign the loan/bond documents to USDA-RD for funding of the Southwest Sewer project. Second by Council Member Nyhagen and the motion passed 6-0.

Action: 6.10 AB 21266 - Department of Natural Resources Community Forestry Assistance Grant for Tree Inventory Urban Forestry Management Plan for Local Roadway Street Trees Support Resolution -

Mr. Rizzitiello requested approval of a resolution of support for a grant application to the Department of Natural Resources for the next phase in the urban forestry management plan for local roadway street trees inventory.

Discussion ensued.

Council Member Bobbitt made a motion to approve Resolution No. 21-066 in support of State of Washington Department of Natural Resources 2022 Community Forestry

Assistance Grant Request. Second by Council Member Cleveland and the motion passed 6-0.

Action: 6.11 AB 21258 - Fiscal Year 2022 Budget Adoption -

Mr. Carleton offered to answer any questions regarding the proposed final budget for 2022, and requested approval of the ordinance.

Council Member Nyhagen made a motion to adopt Ordinance No.21-024 for FY 2022 Budget. Second by Council Member Selby and the motion passed 6-0.

Action: 6.12 AB 21267 - Cancel December 28th Council Meeting & January 4th Workshop

Mr. Rizzitiello noted that with the budget passing, there was no requirement to have another meeting in 2021 and requested that meeting and the January workshop be cancelled.

Discussion ensued.

Council Member Selby made a motion to cancel both the December 28th regular meeting and the January 4th workshop. Second by Council Member Peterson and the motion passed 6-0.

7. Administrative Reports-None.

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

Information: 8.01 CPPD Monthly Report

9. Executive Session-None.

10. Closing Items.

Good of the order: Outgoing Council Member Bobbitt thanked everyone as this will be his last meeting since the next meeting is cancelled.

Action: 10.01 Adjournments

Council Member Selby made a motion to adjourn the meeting at 8:27 PM. Second by Council Member Cleveland 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 December 14, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

11/16/2021

Date: _____

Planning commission

Please Indicate the Board or Commission Applying for: _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Curtis Nelson		Employer Retired		Position & Years	
Physical Address 1317 SE Sky Avenue			City College Place		Zip 99324
Home Phone		Cell Phone 5095404186		Business Phone	
Mailing Address		☒ Same as Physical Address		City	
				Zip	
Email Address curt.nelson@wallawalla.edu					
How did you hear of the opening? Mike R.					
Do you live in the City? If yes, how long have you lived in the City? Yes, since 1988			May we keep your name on a list if not appointed at this time? Yes		
Briefly describe your background and experience: phd in electrical / computer engineering professor for 33 years 7 years industry experience as an electrical engineer founder and advisor for student chapter of engineers without borders. Completed projects in elementary school construction, water systems, and solar energy in Honduras and Peru from 2008-2019 Volunteer - Covid mass vaccination clinics					

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

Problem solving skills

Engineering approach to problem solutions

People person

Discuss your motivation for serving on the Board/Commission to which you are applying:

Volunteering is important to me personally, and to the community in which I live

State your goals for the City:

Top-notch education pre-k through high school

Safe environment

Up-to-date infrastructure

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

Date: _____

Please Indicate the Board or Commission Applying for: _____

Name: ☐ Ms. ☐ Mrs. ☐ Mr.		Employer		Position & Years	
Physical Address			City		Zip
Home Phone		Cell Phone		Business Phone	
Mailing Address ☐ Same as Physical Address		City		Zip	
Email Address					
How did you hear of the opening?					
Do you live in the City? If yes, how long have you lived in the City?			May we keep your name on a list if not appointed at this time?		
Briefly describe your background and experience:					

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

Discuss your motivation for serving on the Board/Commission to which you are applying:

State your goals for the City:

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC **17-5925**
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of College Place, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 625 S College Ave, College Place, WA 99324

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * March 28, 2017 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * January 1, 2017 and ends * December 31, 2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF COLLEGE PLACE

Name of End User (local government, agency, or non-profit corporation)

* 625 S College Ave

Mailing Address

* College Place WA 99324

City State ZIP Code

* By: [Signature]

Signature of chief elected or appointed official

* Harvey Crowder, Mayor 3/28/17

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature] Executive Director

Attest: [Signature] Manager

Date: March 30, 2017

*Denotes required fields

rev. 12/15



December 14, 2021

City of College Place, WA
One (1) Enforcer Pumper DW571
Build Location: Appleton, WI

Proposal Price	661,525.00	
Washington State sales tax @ 8.40%		55,568.10
Washington State motor vehicle tax @ 0.30%		1,984.58
Total Bid Price Including Sales Tax		\$ 719,077.68
Less chassis progress payment discount	(10,072.00)	
Less payment upon completion @ factory discount	(6,265.00)	
Less 100% pre-payment discount	(12,853.00)	
Subtotal including all pre-pay discounts	632,335.00	
Washington State sales tax @ 8.40%		53,116.14
Washington State motor vehicle tax @ 0.30%		1,897.01
Total Bid Price Including Pre-Pay Discounts & Sales Tax		\$ 687,348.15

Terms:

Price Expiration: The above pricing is valid until January 14, 2022. If order is not submitted prior to that date a price increase will be required.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 16.5 to 20.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$335,733.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.

ii. **Payment Upon Completion at Factory Discount:** If elected, final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.

iii. **100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory. The 100% pre-payment discount is valid for 180 days from quote unless interest rates change; at which time a notification of change will be given and a new quote will be issued.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based on the unit being purchased through H-GACBuy (Houston-Galveston-Area-Council Cooperative Purchasing Program) utilizing contract FS12-19 valid until 5/31/2022 with a registered End User member Interlocal Contract "ILC." It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. More information can be found at hgacbuy.org

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$1,610.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. If customer elects to drive the apparatus from the factory, **\$5,000.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: One (1) factory inspection trip for two (2) customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trip. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice. A pre-construction conference will be held at the customer's location.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

RCW 39.34.020**Definitions.**

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

(1) "Public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

(2) "State" means a state of the United States.

(3) "Watershed management partnership" means an interlocal cooperation agreement formed under the authority of RCW 39.34.200.

(4) "WRIA" has the definition in RCW 90.82.020.

[2003 c 327 § 3; 1985 c 33 § 1; 1979 c 36 § 1; 1977 ex.s. c 283 § 13; 1975 1st ex.s. c 115 § 1; 1973 c 34 § 1; 1971 c 33 § 1; 1969 c 88 § 1; 1969 c 40 § 1; 1967 c 239 § 3.]

NOTES:

Finding—Intent—2003 c 327: See note following RCW 39.34.190.

Severability—1977 ex.s. c 283: See note following RCW 28A.310.010.

RCW 39.34.030**Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or engineering services—Financing of joint projects. (Effective until January 1, 2022.)**

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03 or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter *25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be

offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[2019 c 91 § 1; 2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

NOTES:

***Reviser's note:** Chapter 25.04 RCW was repealed in its entirety by 1998 c 103 § 1308, effective January 1, 1999.

Finding—2008 c 198: "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [2008 c 198 § 1.]

Intent—1992 c 161: See note following RCW 70.44.450.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

Severability—1981 c 308: See note following RCW 28A.320.080.

Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.

RCW 39.34.030

Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or

engineering services—Financing of joint projects. (Effective January 1, 2022.)

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03A or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter *25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is

satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[2021 c 176 § 5216; 2019 c 91 § 1; 2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

NOTES:

***Reviser's note:** Chapter 25.04 RCW was repealed in its entirety by 1998 c 103 § 1308, effective January 1, 1999.

Effective date—2021 c 176: See note following RCW 24.03A.005.

Finding—2008 c 198: "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [2008 c 198 § 1.]

Intent—1992 c 161: See note following RCW 70.44.450.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

Severability—1981 c 308: See note following RCW 28A.320.080.

Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.

RCW 39.34.040**Methods of filing agreements—Status of interstate agreements—Real party in interest—Actions.**

Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source. In the event that an agreement entered into pursuant to this chapter is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state.

[2006 c 32 § 1; 1995 c 22 § 1; 1992 c 161 § 5; 1967 c 239 § 5.]

NOTES:

Intent—1992 c 161: See note following RCW 70.44.450.

RCW 39.34.050**Duty to submit agreement to jurisdictional state officer or agency.**

In the event that an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control. The agreement shall be approved or disapproved by the state officer or agency with regard to matters within his, her, or its jurisdiction within ninety days after receipt of the agreement. If a state officer or agency fails to act within the ninety-day time limit, the agreement shall be deemed approved by that state officer or agency.

[1992 c 161 § 6; 1967 c 239 § 6.]

NOTES:

Intent—1992 c 161: See note following RCW 70.44.450.

RCW 39.26.060**Cooperative purchasing.**

(1) On behalf of the state, the department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.

(2) All cooperative purchasing conducted under this chapter must be through contracts awarded through a competitive solicitation process.

[2012 c 224 § 7.]

RCW 39.26.125**Competitive solicitation—Exceptions.**

All contracts must be entered into pursuant to competitive solicitation, except for:

- (1) Emergency contracts;
- (2) Sole source contracts that comply with the provisions of RCW 39.26.140;
- (3) Direct buy purchases, as designated by the director. The director shall establish policies to define criteria for direct buy purchases. These criteria may be adjusted to accommodate special market conditions and to promote market diversity for the benefit of the citizens of the state of Washington;
- (4) Purchases involving special facilities, services, or market conditions, in which instances of direct negotiation is in the best interest of the state;
- (5) Purchases from master contracts established by the department or an agency authorized by the department;
- (6) Client services contracts;
- (7) Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process when the director determines that a competitive solicitation process is not appropriate or cost-effective;
- (8) Off-contract purchases of Washington grown food when such food is not available from Washington sources through an existing contract. However, Washington grown food purchased under this subsection must be of an equivalent or better quality than similar food available through the contract and must be able to be paid from the agency's existing budget. This requirement also applies to purchases and contracts for purchases executed by state agencies, including institutions of higher education as defined in RCW 28B.10.016, under delegated authority granted in accordance with this chapter or under RCW 28B.10.029;
- (9) Contracts awarded to companies that furnish a service where the tariff is established by the utilities and transportation commission or other public entity;
- (10) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof;
- (11) Contracts for services that are necessary to the conduct of collaborative research if the use of a specific contractor is mandated by the funding source as a condition of granting funds;
- (12) Contracts for architectural and engineering services as defined in RCW 39.80.020, which shall be entered into under chapter 39.80 RCW;
- (13) Contracts for the employment of expert witnesses for the purposes of litigation;
- (14) Contracts for bank supervision authorized under RCW 30A.38.040;
- (15) Contracts for the purchase of opioid overdose reversal medication authorized under RCW 70.14.170; and
- (16) Contracts for investigators awarded by the office of independent investigations as authorized under RCW 43.102.050.

[2021 c 318 § 313; 2021 c 273 § 9; 2012 c 224 § 14.]

NOTES:

Reviser's note: This section was amended by 2021 c 273 § 9 and by 2021 c 318 § 313, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Finding—Intent—2021 c 318: See note following RCW 43.102.020.

RESOLUTION NO. 17-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE HOUSTON GALVESTON AREA COUNCIL (HGAC)

WHEREAS, the City of College Place is a noncharter code city, and

WHEREAS, the City of College Place can participate in cooperative purchasing as authorized in RCW 39.26.060;

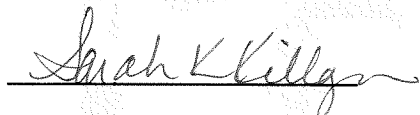
NOW THEREFORE BE IT RESOLVED by the City Council of the City of College Place, Washington as follows:

Section 1. The City Council of College Place, Washington authorizes the Mayor to sign a Joint Exercise of Powers Agreement with the Houston Galveston Area Council (HGAC).

PASSED by the City Council of the City of College Place, Washington at a regular meeting held on March 28th, 2017.


Harvey Crowder, Mayor

ATTEST:



City Clerk or designee

APPROVED AS TO FORM:


City Attorney



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC **17-5925**
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of College Place, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 625 S College Ave, College Place, WA 99324

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * March 28, 2017 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * January 1, 2017 and ends * December 31, 2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF COLLEGE PLACE
Name of End User (local government, agency, or non-profit corporation)

* 625 S College Ave
Mailing Address
* College Place WA 99324
City State ZIP Code

* By: [Signature]
Signature of chief elected or appointed official

* Harvey Crowder, Mayor 3/28/17
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]
Executive Director

Attest: [Signature]
Manager

Date: March 30, 2017

*Denotes required fields

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: CITY OF COLLEGE PLACE County Name: WALLA WALLA
(Municipality/County/District/etc.)
Mailing Address: 625 S College Ave College Place WA 99324
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (509) 529-1200 FAX Number: (509) 525-5352
Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: cpwa.us

Official Contact: Paul Hartwig
(Point of Contact for HGAC Buy Interlocal Contract)
Mailing Address: 625 S College Ave
(Street Address/P.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Public Works Director
Ph No.: (509) 394-8526
Fx No.: (509) 525-5352
E-Mail Address: phartwig@cpwa.us

Authorized Official: Mike Rizzitiello
(Mayor/City Manager/Executive Director/etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: City Administrator
Ph No.: (509) 394-8506
Fx No.: (509) 525-5352
E-Mail Address: mrizzitiello@cpwa.us

Official Contact: Sarah Killgore
(Purchasing Agent/Auditor etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Finance Director
Ph No.: (509) 394-8507
Fx No.: (509) 525-5352
E-Mail Address: skillgore@cpwa.us

Official Contact: PAUL HARTWIG
(Public Works Director/Police Chief etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Public Works Director
Ph No.: (509) 394-8526
Fx No.: (509) 525-5352
E-Mail Address: phartwig@cpwa.us

Official Contact: David Winter
(EMS Director/Fire Chief etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Fire Chief
Ph No.: (509) 394-8605
Fx No.: (509) 525-5352
E-Mail Address: dwinter@cpwa.us

* denotes required fields

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Scott Technologies Inc (Contractor)** and **Sea-Western Inc (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **EE08-19**, with **H-GAC** for the sale of **Emergency Medical and Rescue Equipment** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**:

DocuSigned by:



82EC270D5D61423...
Chuck Wemple, Executive Director

3/25/2020

Date

Signed for **Scott Technologies Inc**
Monroe, North Carolina:


(Signature of Contractor)

Date: 3/9/2020

Trent Smith - National Sales Manager
Printed Name & Title

Signed for **Sea-Western Inc**
Kirkland, Washington:


(Signature of Assignee)

Date: 3/9/2020

Dale R Payne - COO/ CFO
Printed Name & Title

Information Sheet

Assignee:

Sea-Western Inc

Contact Person:

Name: Dale R Payne

Title: President

Tel: 425-821-5858

Fax: 253-432-1096

EMAIL: Dale@SeaWestern.com

Address:

12815 NE 124th St, Suite H
Kirkland, WA 98034

Territory:

Alaska

Idaho

Oregon

Washington

SeaWestern, Inc.
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: 425-821-5858
Fax: 425-823-0636
Email: Info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	11/12/2021
COLLEGE PLACE FD 629 S COLLEGE AVE COLLEGE PLACE WA 99324 United States		COLLEGE PLACE FD 629 S COLLEGE AVE COLLEGE PLACE WA 99324 United States		Customer No.	10145
				Quote No.	QUO7762
				Sales Rep	
				Kevin Killian (509) 528-3136 Kevink@seawestern.com	
Attention	Delivery	FOB	Expires		
			12/31/2021		

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
14	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8914026305304 X3 Pro Snap Change 4500 PSI QD regulator at no charge UEBSS Pack Tracker	5,300.00	74,200.00
40	EA	SCOTT FP1MK000000 0000	C5 SCBA Mask with Kevlar Headband	325.00	13,000.00
28	EA	SCOTT 200129-01	4.5-45MIN CARB CYL&VLV NXG 2 CYLINDERS PER SCBA	1,295.00	36,260.00
1	EA	SCOTT 201564-31	C5 RIT-Pak Fast Attack, 4.5, Medium, Rectus Fitting	2,702.70	2,702.70
1	EA	SCOTT 804722-01	45 minute, 4500 PSI cylinder with CGA valve	1,295.00	1,295.00
1	EA	TRUE RIT Bag	True North RIT Bag	259.00	259.00

Subtotal 127,716.70
Tax Total (WA_3601 COLLEGE PLACE GROUP 8.7%) 11,111.35
Total \$138,828.05

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable*

Search

All Words



e.g. 1606N020Q02



Select Domain
All Domains



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For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words 

☒ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"Sea Western, Inc." 

seawestern 



No matches found

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To view Entity Registrations, you must sign in.

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H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Scott Technologies Inc - Public Services -- 19-00593

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Scott Technologies Inc, hereinafter referred to as the Contractor, having its principal place of business at 4320 Goldmine Road, Monroe, NC 28110.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

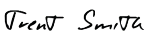
ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Scott Technologies Inc

Signature 
24AE3E2B89E149D...

Name Trent Smith

Title National Sales Manager

Date 7/15/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/5/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Scott Technologies Inc - Public Services -

19-00593

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
Scott Technologies Inc			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ADA	3M Scott Safety	2019 3M Scott Fire & Safety Price List Effective 02/01/2019	15%
EE19HCA	Scott / ISG	2019 Master Price List, excel-2019 US Price List, PDF	0%
EE19KAA	3M Scott Safety	3M Scott Safety Compressor Product 2019 Price List	0%

AMENDMENT No. 1 to CONTRACT No. EE08-19

For

Emergency Medical & Rescue Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

SeaWestern Inc

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:



82EC270D5D61423...

Chuck Wemple, Executive Director

7/20/2021

Date: _____

Signed for: **SeaWestern Inc**

DocuSigned by:



F4409737A8C24BD...

Dale Payne

CFO

Printed Name & Title:

7/20/2021

Date: _____



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC **17-5925**
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of College Place, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 625 S College Ave, College Place, WA 99324

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * March 28, 2017 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * January 1, 2017 and ends * December 31, 2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF COLLEGE PLACE

Name of End User (local government, agency, or non-profit corporation)

* 625 S College Ave

Mailing Address

* College Place WA 99324

City State ZIP Code

* By: [Signature]

Signature of chief elected or appointed official

* Harvey Crowder, Mayor 3/28/17

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature] Executive Director

Attest: [Signature] Manager

Date: March 30, 2017

*Denotes required fields

rev. 12/15

RCW 39.34.020**Definitions.**

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

(1) "Public agency" means any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state.

(2) "State" means a state of the United States.

(3) "Watershed management partnership" means an interlocal cooperation agreement formed under the authority of RCW 39.34.200.

(4) "WRIA" has the definition in RCW 90.82.020.

[2003 c 327 § 3; 1985 c 33 § 1; 1979 c 36 § 1; 1977 ex.s. c 283 § 13; 1975 1st ex.s. c 115 § 1; 1973 c 34 § 1; 1971 c 33 § 1; 1969 c 88 § 1; 1969 c 40 § 1; 1967 c 239 § 3.]

NOTES:

Finding—Intent—2003 c 327: See note following RCW 39.34.190.

Severability—1977 ex.s. c 283: See note following RCW 28A.310.010.

RCW 39.34.030**Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or engineering services—Financing of joint projects. (Effective until January 1, 2022.)**

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03 or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter *25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be

offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[2019 c 91 § 1; 2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

NOTES:

***Reviser's note:** Chapter 25.04 RCW was repealed in its entirety by 1998 c 103 § 1308, effective January 1, 1999.

Finding—2008 c 198: "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [2008 c 198 § 1.]

Intent—1992 c 161: See note following RCW 70.44.450.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

Severability—1981 c 308: See note following RCW 28A.320.080.

Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.

RCW 39.34.030

Joint powers—Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies—Joint utilization of architectural or

engineering services—Financing of joint projects. (Effective January 1, 2022.)

(1) Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having the power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter, except that any such joint or cooperative action by public agencies which are educational service districts and/or school districts shall comply with the provisions of RCW 28A.320.080. Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force.

(3) Any such agreement shall specify the following:

(a) Its duration;

(b) The precise organization, composition and nature of any separate legal or administrative entity created thereby together with the powers delegated thereto, provided such entity may be legally created. Such entity may include a nonprofit corporation organized pursuant to chapter 24.03A or 24.06 RCW whose membership is limited solely to the participating public agencies or a partnership organized pursuant to chapter *25.04 or 25.05 RCW whose partners are limited solely to participating public agencies, or a limited liability company organized under chapter 25.15 RCW whose membership is limited solely to participating public agencies, and the funds of any such corporation, partnership, or limited liability company shall be subject to audit in the manner provided by law for the auditing of public funds;

(c) Its purpose or purposes;

(d) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget therefor;

(e) The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and

(f) Any other necessary and proper matters.

(4) In the event that the agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, the agreement shall contain, in addition to provisions specified in subsection (3)(a), (c), (d), (e), and (f) of this section, the following:

(a) Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking. In the case of a joint board, public agencies that are party to the agreement shall be represented; and

(b) The manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking. Any joint board is authorized to establish a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of joint board."

(5) No agreement made pursuant to this chapter relieves any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is

satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a website established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

(6)(a) Any two or more public agencies may enter into a contract providing for the joint utilization of architectural or engineering services if:

(i) The agency contracting with the architectural or engineering firm complies with the requirements for contracting for such services under chapter 39.80 RCW; and

(ii) The services to be provided to the other agency or agencies are related to, and within the general scope of, the services the architectural or engineering firm was selected to perform.

(b) Any agreement providing for the joint utilization of architectural or engineering services under this subsection must be executed for a scope of work specifically detailed in the agreement and must be entered into prior to commencement of procurement of such services under chapter 39.80 RCW.

(7) Financing of joint projects by agreement shall be as provided by law.

[2021 c 176 § 5216; 2019 c 91 § 1; 2015 c 232 § 1; 2009 c 202 § 6. Prior: 2008 c 198 § 2; 2004 c 190 § 1; 1992 c 161 § 4; 1990 c 33 § 568; 1981 c 308 § 2; 1972 ex.s. c 81 § 1; 1967 c 239 § 4.]

NOTES:

***Reviser's note:** Chapter 25.04 RCW was repealed in its entirety by 1998 c 103 § 1308, effective January 1, 1999.

Effective date—2021 c 176: See note following RCW 24.03A.005.

Finding—2008 c 198: "The legislature finds that it is in the public interest for public utility districts to develop renewable energy projects to meet requirements enacted by the people in Initiative Measure No. 937 and goals of diversifying energy resource portfolios. By developing more efficient and cost-effective renewable energy projects, public utility districts will keep power costs as low as possible for their customers. Consolidating and clarifying statutory provisions governing various aspects of public utility district renewable energy project development will reduce planning time and expense to meet these objectives." [2008 c 198 § 1.]

Intent—1992 c 161: See note following RCW 70.44.450.

Purpose—Statutory references—Severability—1990 c 33: See RCW 28A.900.100 through 28A.900.102.

Severability—1981 c 308: See note following RCW 28A.320.080.

Joint operations by municipal corporations or political subdivisions, deposit and control of funds: RCW 43.09.285.

RCW 39.34.040**Methods of filing agreements—Status of interstate agreements—Real party in interest—Actions.**

Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source. In the event that an agreement entered into pursuant to this chapter is between or among one or more public agencies of this state and one or more public agencies of another state or of the United States the agreement shall have the status of an interstate compact, but in any case or controversy involving performance or interpretation thereof or liability thereunder, the public agencies party thereto shall be real parties in interest and the state may maintain an action to recoup or otherwise make itself whole for any damages or liability which it may incur by reason of being joined as a party therein. Such action shall be maintainable against any public agency or agencies whose default, failure of performance, or other conduct caused or contributed to the incurring of damage or liability by the state.

[2006 c 32 § 1; 1995 c 22 § 1; 1992 c 161 § 5; 1967 c 239 § 5.]

NOTES:

Intent—1992 c 161: See note following RCW 70.44.450.

RCW 39.34.050**Duty to submit agreement to jurisdictional state officer or agency.**

In the event that an agreement made pursuant to this chapter shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the state officer or agency having such power of control. The agreement shall be approved or disapproved by the state officer or agency with regard to matters within his, her, or its jurisdiction within ninety days after receipt of the agreement. If a state officer or agency fails to act within the ninety-day time limit, the agreement shall be deemed approved by that state officer or agency.

[1992 c 161 § 6; 1967 c 239 § 6.]

NOTES:

Intent—1992 c 161: See note following RCW 70.44.450.

RCW 39.26.060**Cooperative purchasing.**

(1) On behalf of the state, the department may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants. The cooperative purchasing may include, but is not limited to, joint or multiparty contracts between the entities, and master contracts or convenience contracts that are made available to other public agencies.

(2) All cooperative purchasing conducted under this chapter must be through contracts awarded through a competitive solicitation process.

[2012 c 224 § 7.]

RCW 39.26.125**Competitive solicitation—Exceptions.**

All contracts must be entered into pursuant to competitive solicitation, except for:

- (1) Emergency contracts;
- (2) Sole source contracts that comply with the provisions of RCW 39.26.140;
- (3) Direct buy purchases, as designated by the director. The director shall establish policies to define criteria for direct buy purchases. These criteria may be adjusted to accommodate special market conditions and to promote market diversity for the benefit of the citizens of the state of Washington;
- (4) Purchases involving special facilities, services, or market conditions, in which instances of direct negotiation is in the best interest of the state;
- (5) Purchases from master contracts established by the department or an agency authorized by the department;
- (6) Client services contracts;
- (7) Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process when the director determines that a competitive solicitation process is not appropriate or cost-effective;
- (8) Off-contract purchases of Washington grown food when such food is not available from Washington sources through an existing contract. However, Washington grown food purchased under this subsection must be of an equivalent or better quality than similar food available through the contract and must be able to be paid from the agency's existing budget. This requirement also applies to purchases and contracts for purchases executed by state agencies, including institutions of higher education as defined in RCW 28B.10.016, under delegated authority granted in accordance with this chapter or under RCW 28B.10.029;
- (9) Contracts awarded to companies that furnish a service where the tariff is established by the utilities and transportation commission or other public entity;
- (10) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof;
- (11) Contracts for services that are necessary to the conduct of collaborative research if the use of a specific contractor is mandated by the funding source as a condition of granting funds;
- (12) Contracts for architectural and engineering services as defined in RCW 39.80.020, which shall be entered into under chapter 39.80 RCW;
- (13) Contracts for the employment of expert witnesses for the purposes of litigation;
- (14) Contracts for bank supervision authorized under RCW 30A.38.040;
- (15) Contracts for the purchase of opioid overdose reversal medication authorized under RCW 70.14.170; and
- (16) Contracts for investigators awarded by the office of independent investigations as authorized under RCW 43.102.050.

[2021 c 318 § 313; 2021 c 273 § 9; 2012 c 224 § 14.]

NOTES:

Reviser's note: This section was amended by 2021 c 273 § 9 and by 2021 c 318 § 313, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Finding—Intent—2021 c 318: See note following RCW 43.102.020.

RESOLUTION NO. 17-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE JOINT EXERCISE OF POWERS AGREEMENT WITH THE HOUSTON GALVESTON AREA COUNCIL (HGAC)

WHEREAS, the City of College Place is a noncharter code city, and

WHEREAS, the City of College Place can participate in cooperative purchasing as authorized in RCW 39.26.060;

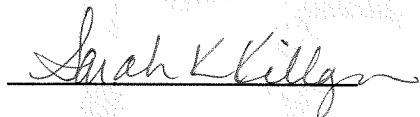
NOW THEREFORE BE IT RESOLVED by the City Council of the City of College Place, Washington as follows:

Section 1. The City Council of College Place, Washington authorizes the Mayor to sign a Joint Exercise of Powers Agreement with the Houston Galveston Area Council (HGAC).

PASSED by the City Council of the City of College Place, Washington at a regular meeting held on March 28th, 2017.


Harvey Crowder, Mayor

ATTEST:



City Clerk or designee

APPROVED AS TO FORM:


City Attorney



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC **17-5925**
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of College Place, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 6255 College Ave, College Place, WA 99324

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * March 28, 2017 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * January 1, 2017 and ends * December 31, 2017. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* CITY OF COLLEGE PLACE
Name of End User (local government, agency, or non-profit corporation)

* 625 S College Ave
Mailing Address
* College Place WA 99324
City State ZIP Code

* By: [Signature]
Signature of chief elected or appointed official

* Harvey Crowder, Mayor 3/28/17
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]
Executive Director

Attest: [Signature]
Manager

Date: March 30, 2017

*Denotes required fields

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: CITY OF COLLEGE PLACE County Name: WALLA WALLA
(Municipality/County/District/etc.)
Mailing Address: 625 S College Ave College Place WA 99324
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (509) 529-1200 FAX Number: (509) 525-5352
Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: cpwa.us

Official Contact: Paul Hartwig
(Point of Contact for HGAC Buy Interlocal Contract)
Mailing Address: 625 S College Ave
(Street Address/P.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Public Works Director
Ph No.: (509) 394-8526
Fx No.: (509) 525-5352
E-Mail Address: phartwig@cpwa.us

Authorized Official: Mike Rizzitiello
(Mayor/City Manager/Executive Director/etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: City Administrator
Ph No.: (509) 394-8506
Fx No.: (509) 525-5352
E-Mail Address: mrizzitiello@cpwa.us

Official Contact: Sarah Killgore
(Purchasing Agent/Auditor etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Finance Director
Ph No.: (509) 394-8507
Fx No.: (509) 525-5352
E-Mail Address: skillgore@cpwa.us

Official Contact: PAUL HARTWIG
(Public Works Director/Police Chief etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Public Works Director
Ph No.: (509) 394-8526
Fx No.: (509) 525-5352
E-Mail Address: phartwig@cpwa.us

Official Contact: David Winter
(EMS Director/Fire Chief etc.)
Mailing Address: 625 S College Ave
(Street Address/O.O. Box)
College Place WA 99324
(City) (State) (ZIP Code)

Title: Fire Chief
Ph No.: (509) 394-8605
Fx No.: (509) 525-5352
E-Mail Address: dwinter@cpwa.us

* denotes required fields



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

January 6, 2022

WA UBI No.	600 242 117
L&I Account ID	396,292-00
Legal Business Name	SEA WESTERN INC
Doing Business As	SEA WESTERN INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 3 of Year 2021 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).



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Project Sponsor: City of College Place
Project Title: Lions Park Splash Pad and Inclusive Playground

Project Number: 20-1743D
Approval Date: 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of College Place (Sponsor, and primary Sponsor), 625 S College Ave, College Place, WA 99324, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of College Place will use this grant to develop a splash pad and inclusive playground at Lions Park. The project will also include development of accessible walkways, new picnic shelter, new restrooms, lighting, and new park signage. The primary recreation opportunity provided by the project will be aquatic and inclusive play.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2021 (project start date) and ends on December 31, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

City of College Place, Washington
RESOLUTION NO. 22-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ACCEPTANCE OF WASHINGTON STATE RECREATION CONSERVATION OFFICE WASHINGTON WILDLIFE RECREATION PROGRAM (WWRP) GRANT FOR THE LIONS PARK RENOVATION .

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

Whereas, City Council indicated support of the project and gave permission to apply for State Recreation Conservation Office WWRP Grant funds for the Lions Park Renovation (Splash Pad and associated improvements) via Resolution #20-020 adopted on May 12th, 2020; and

Whereas, the City was awarded \$500,000 in grant funds via RCO WWRP Contract #20-1743 and City Council must permit signature of the City Administrator to receive grant funds;

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 authorizes the City Administrator to sign State Recreation Conservation Office WWRP Grant Agreement #20-1743 for \$500,000 towards the Lions Park Renovation.

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 11th day of January, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk



Applicant Resolution/Authorization

Organization Name (sponsor) City of College Place, WA

Location of Resolution or Document: Office of the City Clerk, 625 S College Ave, College Place, WA

Project(s) Number(s), and Name(s) 20-1743 DEV, Lions Park Splash Pad & Park Improvements

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Michael Rizzitiello, City Administrator Jonathan Rickard, Community Development Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jonathan Rickard, Community Development Director
RCO Grant Agreement (Agreement)	Michael Rizzitiello, City Administrator
Agreement amendments	Michael Rizzitiello, City Administrator
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are	Michael Rizzitiello, City Administrator

items that are typical recorded on the property with the county.	
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The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is

responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and

policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed Norma L. Hernández Attest: Lisa R. Nisal, City Clerk

Title _____ Mayor _____ Date 05-12-2020 _____

On File

at: _____

Washington State Attorney General's Office

Approved as to form Brian Teller 2/13/2020 _____
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

City of College Place, Washington
RESOLUTION NO. 22-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ACCEPTANCE OF WASHINGTON STATE RECREATION CONSERVATION OFFICE YOUTH ATHLETIC FACILITY (YAF) GRANT FOR THE LIONS PARK RENOVATION.

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

Whereas, City Council indicated support of the project and gave permission to apply for State Recreation Conservation Office YAF Grant funds for the Lions Park Renovation (Multiuse Field and Restrooms) via Resolution #20-018 adopted on April 28th, 2020; and

Whereas, the City was awarded \$349,550 in grant funds via RCO YAF Contract #20-1743 and City Council must permit signature of the City Administrator to receive grant funds;

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 authorizes the City Administrator to sign State Recreation Conservation Office YAF Grant Agreement #20-1566 for \$349,550 towards the Lions Park Renovation.

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 11th day of January, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

Project Sponsor: City of College Place**Project Number:** 20-1566D**Project Title:** Lions Park Multi-Use Field and Restrooms**Approval Date:** 06/30/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of College Place (Sponsor, and primary Sponsor), 625 S College Ave, College Place, WA 99324, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of College Place will use this grant to restore and develop multi-use fields (soccer & baseball) and renovate the public restrooms at Lions Park. The project will also include irrigation replacement and security lighting. The primary recreation opportunity provided by the project will be youth baseball and soccer.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2021 (project start date) and ends on July 31, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

City of College Place, Washington
RESOLUTION NO. 20-018

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING SUPPORT OF A WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
GRANT APPLICATION FOR PROJECT 20-1566 LIONS PARK BASEBALL FIELD RENOVATION.**

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Michael Rizzitiello – City Administrator
Project contact (day-to-day administering of the grant and communicating with the RCO)	Michael Rizzitiello – City Administrator
RCO Grant Agreement (Agreement)	Michael Rizzitiello – City Administrator
Agreement amendments	Michael Rizzitiello – City Administrator
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Michael Rizzitiello – City Administrator

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We

understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

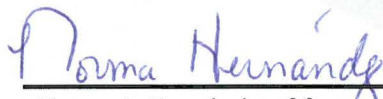
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only-If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only-If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

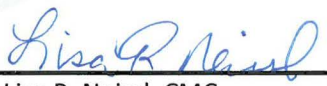
This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed

PASSED by the City Council of the City of College Place, Washington, this 28 day of April, 20 .


Norma L. Hernández, Mayor

Attest:


Lisa R. Neissl, CMC
City Clerk

On File

at: _____

Washington State Attorney General's Office

Approved as to form  2/13/2020 _____
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

City of College Place, Washington

ORDINANCE NO. 21-~~014~~XXX

AN ORDINANCE REPEALING ORDINANCE NO. 21-~~011-014~~ AND ADOPTING SALARIES AND COMPENSATION FOR THE MAYOR, CITY COUNCIL, APPOINTED OFFICERS, AND EMPLOYEES OF THE CITY OF COLLEGE PLACE AND FIXING THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED by the City Council of the City of College Place, Washington, that;

Section 1. The salaries and wages of the various appointive officers and employees are fixed as set out in this ordinance. The salaries and wages as set out herein shall be effective from and after ~~October 1, 2021~~January 1, 2022 for all officers and employees. These salaries shall remain in effect until changed by the City Council by a duly enacted ordinance. All salaries and wages are stated at the rate per month except where otherwise indicated. Unless otherwise shown, the positions have been approved with a five-step salary scale.

Position Title	Salary Range				
TITLE	STEP 1	STEP II	STEP III	STEP IV	STEP V
Section 2. NON-UNION, EXEMPT					
City Administrator	<u>11,355</u>	<u>10,722</u>			
Police Chief	<u>10,174</u>	<u>9,607</u>			
City Attorney	<u>10,166</u>	<u>9,600</u>			
Public Works Director	<u>8,907</u>	<u>8,648</u>	<u>9,174</u>	<u>8,907</u>	<u>10,025</u>
Engineer	<u>8,171</u>	<u>7,933</u>	<u>8,416</u>	<u>8,171</u>	<u>9,196</u>
Finance Director	<u>7,911</u>	<u>7,681</u>	<u>8,149</u>	<u>7,911</u>	<u>8,904</u>
Community Development Director	<u>7,683</u>	<u>7,459</u>	<u>7,913</u>	<u>7,683</u>	<u>8,647</u>
Fire Chief	<u>7,457</u>	<u>7,240</u>	<u>7,681</u>	<u>7,457</u>	<u>8,393</u>
Police Lieutenant	<u>7,537</u>	<u>7,178</u>	<u>7,393</u>	<u>7,178</u>	<u>8,483</u>
<u>Building Official</u>	<u>6,911</u>	<u>7,119</u>	<u>7,332</u>	<u>7,552</u>	<u>7,779</u>
Engineering Division Manager	<u>5,895</u>	<u>5,724</u>	<u>6,072</u>	<u>5,895</u>	<u>6,635</u>
City Clerk	<u>5,717</u>	<u>5,551</u>	<u>5,889</u>	<u>5,717</u>	<u>6,435</u>
HR Manager	<u>5,717</u>	<u>5,551</u>	<u>5,889</u>	<u>5,717</u>	<u>6,435</u>
Deputy Finance Director/HR Assistant	<u>4,939</u>	<u>4,659</u>	<u>5,087</u>	<u>4,939</u>	<u>5,559</u>
Section 3. NON-UNION, NON EXEMPT					
<u>Building Official</u>	<u>6,515</u>	<u>6,710</u>	<u>6,911</u>	<u>7,119</u>	<u>7,332</u>
Police Sergeant	<u>6,813</u>	<u>6,488</u>	<u>7,017</u>	<u>6,813</u>	<u>7,668</u>
Operations Manager	<u>5,621</u>	<u>5,457</u>	<u>5,789</u>	<u>5,621</u>	<u>6,326</u>
Building Inspector	<u>5,551</u>	<u>5,389</u>	<u>5,718</u>	<u>5,551</u>	<u>6,248</u>
Chief Clerk - Police Department	<u>4,128</u>	<u>4,008</u>	<u>4,252</u>	<u>4,128</u>	<u>4,646</u>
Section 4. PUBLIC EMPLOYEE UNION					
Public Works Foreman	4,767	4,897	5,031	5,170	5,312
Fleet Maintenance Manager	4,516	4,639	4,765	4,896	5,030
Water Quality Operator	4,516	4,639	4,765	4,896	5,030
Water Utility III	4,516	4,639	4,765	4,896	5,030
Stormwater Engineering Tech	4,469	4,600	4,734	4,873	5,016
Public Works Inspector	4,469	4,600	4,734	4,873	5,016
Special Enforcement Officer	4,060	4,170	4,282	4,398	4,517
Accounting Clerk III	4,060	4,170	4,282	4,398	4,517
Deputy City Clerk/Events Coordinator	4,060	4,170	4,282	4,398	4,517

Section 4. PUBLIC EMPLOYEE UNION – Cont.

Water Utility II	4,060	4,170	4,282	4,398	4,517
Street Worker III - Applicator	4,060	4,170	4,282	4,398	4,517
<u>Mechanic II</u>	<u>4,060</u>	<u>4,170</u>	<u>4,282</u>	<u>4,398</u>	<u>4,517</u>
Street Worker II	3,751	3,851	3,954	4,060	4,170
Parks Worker II	3,751	3,851	3,954	4,060	4,170
Stormwater Worker II	3,751	3,851	3,954	4,060	4,170
<u>Mechanic I</u>	<u>3,751</u>	<u>3,851</u>	<u>3,954</u>	<u>4,060</u>	<u>4,170</u>
Water Utility I	3,654	3,751	3,851	3,954	4,060
Accounting Clerk II	3,654	3,751	3,851	3,954	4,060
Records Clerk	3,654	3,751	3,851	3,954	4,060
Administrative Assistant I	3,654	3,751	3,851	3,954	4,060
Street Worker I	3,561	3,655	3,752	3,852	3,955
Accounting Clerk I	3,294	3,381	3,470	3,562	3,655

Section 5. POLICE UNION

Probationary (starting pay without state certification) * 45,803 043*					
Detective	<u>6,055,766</u>	<u>6,236,939</u>	<u>6,423,118</u>	<u>6,616,301</u>	<u>6,815,490</u>
Police Officer	<u>5,873,594</u>	<u>6,050,761</u>	<u>6,231,934</u>	<u>6,418,112</u>	<u>6,610,296</u>

Section 6. FIRE FIGHTER UNION

Firefighter	<u>5,275,121</u>	<u>5,433,275</u>	<u>5,596,433</u>	<u>5,764,596</u>	<u>5,937,764</u>
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Section 7. MISCELLANEOUS

Reserve Officer / per hour	15.00	
Part-time Police Records Clerk / per hour	21.59	Maximum 16 hours/week
Laborer / per hour		Minimum Wage to \$18.00 per hour
Intern / Work Study Program		Negotiated by Administration
Hiring Bonus	Up to \$5,000.00 per hire to be negotiated by Administration	

Section 8. 2.08.060 Compensation of Mayor. The Mayor shall be paid the sum of one thousand five hundred dollars per month and in addition receive reimbursement for actual expenses incurred in the discharge of his official duties upon presentation of claim for such expenses and approval by members of the City Council. The City Council will provide, by appropriate resolution from time to time, additional necessary supportive expenses for the carrying out of the necessary functions of the Mayor and his/her office.

Section 9. 2.08.070 Compensation of Council. Each member of the Council of the City, if elected subsequent to the effective date of the ordinance codified in this section, shall receive the sum of three hundred seventy-five dollars per month.

Section 10. Insurance - Non-Union, Exempt employees. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Exempt employees: medical, dental, and vision insurance (full family), up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 11. Insurance - Non-Union, Non-Exempt. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Non-Exempt employees: medical, dental, and vision insurance (full family) with an employee contribution of \$40.00/month, up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 12. Additional Compensation. Occasionally, the Fire Chief may work as part of a Washington State Incident Management Team involved in fighting fires, wildfires, or other disaster. The City will pay the Fire Chief for work outside of his normal work hours while deployed at 1.5 times his regular rate of pay. The City will subsequently be

reimbursed by the agency utilizing his services for the amount of wages and benefits expended.

Section 13. Paid family and Medical Leave Act. The City will contribute the employer portion of the premium and the employee will contribute the employee portion of the premium.

Section 14. Ordinance No. 21-~~011~~-014 is hereby repealed.

Section 15: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 16: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 17: Effective Date. This ordinance shall be effective ~~October 1, 2021~~ January 1, 2022 upon its passage and publication as required by law.

PASSED by the City Council of the City of College Place, Washington, this ~~28th~~-25th day of ~~September~~January, ~~2021~~2022.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Lisa R. Neissl, City Clerk

Rea Culwell, City Attorney

**CITY OF COLLEGE PLACE
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
MODIFICATION NO. 54**

THIS AGREEMENT MODIFICATION is made and entered into by and between the CITY OF COLLEGE PLACE, a municipal corporation, duly organized under the laws of the State of Washington, by and through its duly authorized representative, hereinafter referred to as "CITY", and Michael Rizzitiello, hereinafter referred to as "EMPLOYEE."

As authorized in Section 12 of the original agreement with an effective date of October 2016; changes to the Employment Agreement shall be as follows:

SECTION 3. SALARY - Paragraph B Shall read:

- B. Effective January 1, 2021 the base salary will be established by Ordinance and shall be \$~~10,722~~11,355 per month.

~~SECTION 6. ADMINISTRATIVE AND SICK LEAVE - Paragraph A Shall read:~~

- ~~A. The EMPLOYEE shall be entitled to 200 hours of Administrative Leave annually.
Administrative Leave does not accrue from year to year.~~

All other terms of the agreement remain intact and effect with modifications allowed as noted in Section 12 of the original agreement.

The CITY OF COLLEGE PLACE, WASHINGTON, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the form approved by the City Attorney after discussion with and approval of the EMPLOYEE; and the EMPLOYEE has signed and executed this agreement, both in duplicate this 12~~1~~th day of January 2021.

CITY OF COLLEGE PLACE

EMPLOYEE

Attest:

Attest:

Mayor

Employee

Approved as to form:

Attest:

City Attorney

City Clerk

**CITY OF COLLEGE PLACE
POLICE CHIEF EMPLOYMENT AGREEMENT
MODIFICATION NO. 54**

THIS AGREEMENT MODIFICATION is made and entered into by and between the CITY OF COLLEGE PLACE, a municipal corporation, duly organized under the laws of the State of Washington, by and through its duly authorized representative, hereinafter referred to as "CITY", and TROY TOMARAS, hereinafter referred to as "EMPLOYEE."

As authorized in Section 13 of the original agreement with an effective date of January 23, 2017; changes to the Employment Agreement shall be as follows:

SECTION 3. SALARY - Paragraph B Shall read:

- B. Effective January 1, 2021 the base salary will be established by Ordinance and shall be \$10,1749,607 per month.

~~SECTION 6. ADMINISTRATIVE AND SICK LEAVE - Paragraph A Shall read:~~

- ~~A. The EMPLOYEE shall be entitled to 200 hours of Administrative Leave/Paid Time off (PTO) annually. Administrative Leave/ does not accrue from year to year.~~

All other terms of the agreement remain intact and effect with modifications allowed as noted in Section 13 of the original agreement.

The CITY OF COLLEGE PLACE, WASHINGTON, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the form approved by the City Attorney after discussion with and approval of the EMPLOYEE; and the EMPLOYEE has signed and executed this agreement, both in duplicate this ~~12th~~ ____ day of January 2021.

CITY OF COLLEGE PLACE

EMPLOYEE

Attest:

Attest:

Mayor

Employee

Approved as to form:

Attest:

City Attorney

City Clerk

**CITY OF COLLEGE PLACE
CITY ATTORNEY EMPLOYMENT AGREEMENT
MODIFICATION NO. 1**

THIS AGREEMENT MODIFICATION is made and entered into by and between the CITY OF COLLEGE PLACE, a municipal corporation, duly organized under the laws of the State of Washington, by and through its duly authorized representative, hereinafter referred to as "CITY", and REA CULWELL, hereinafter referred to as "EMPLOYEE."

As authorized in Section 13 of the original agreement with an effective date of May 25, 2021; changes to the Employment Agreement shall be as follows:

SECTION 3. SALARY - Paragraph B Shall read:

- B. Effective January 1, 2022 the base salary will be established by Ordinance and shall be \$10,166 per month.

All other terms of the agreement remain intact and effect with modifications allowed as noted in Section 13 of the original agreement.

The CITY OF COLLEGE PLACE, WASHINGTON, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the form approved by the City Attorney after discussion with and approval of the EMPLOYEE; and the EMPLOYEE has signed and executed this agreement, both in duplicate this ____ day of January 2022.

CITY OF COLLEGE PLACE

EMPLOYEE

Attest:

Attest:

Mayor

Employee

Approved as to form:

Attest:

City Attorney

City Clerk

**CITY OF COLLEGE PLACE
POLICE SERGEANT EMPLOYMENT AGREEMENT
MODIFICATION NO. 1**

THIS AGREEMENT MODIFICATION is made and entered into by and between the CITY OF COLLEGE PLACE, a municipal corporation, duly organized under the laws of the State of Washington, by and through its duly authorized representative, hereinafter referred to as "CITY", and DYLAN SCHMICK, hereinafter referred to as "EMPLOYEE."

As authorized in Section 13 of the original agreement with an effective date of November 1, 2021; changes to the Employment Agreement shall be as follows:

SECTION 4. SALARY – Effective January 1, 2022, paragraph D shall read:

- D. EMPLOYEE shall be entitled to the same education, certification, and bilingual pay as members of the Teamsters Local Union No. 839 (Police Unit).

SECTION 7. HOURS OF WORK – Effective January 1, 2022, paragraph E shall read:

- E. EMPLOYEE shall be entitled to the same holiday pay practices as members of the Teamsters Local Union No. 839 (Police Unit).

All other terms of the agreement remain intact and effect with modifications allowed as noted in Section 13 of the original agreement.

The CITY OF COLLEGE PLACE, WASHINGTON, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the form approved by the City Attorney after discussion with and approval of the EMPLOYEE; and the EMPLOYEE has signed and executed this agreement, both in duplicate this ____ day of January 2022.

CITY OF COLLEGE PLACE

EMPLOYEE

Attest:

Attest:

Mayor

Employee

Approved as to form:

Attest:

City Attorney

City Clerk

**CITY OF COLLEGE PLACE
POLICE SERGEANT EMPLOYMENT AGREEMENT
MODIFICATION NO. 1**

THIS AGREEMENT MODIFICATION is made and entered into by and between the CITY OF COLLEGE PLACE, a municipal corporation, duly organized under the laws of the State of Washington, by and through its duly authorized representative, hereinafter referred to as "CITY", and SAL DIAZ, hereinafter referred to as "EMPLOYEE."

As authorized in Section 13 of the original agreement with an effective date of November 1, 2021; changes to the Employment Agreement shall be as follows:

SECTION 4. SALARY – Effective January 1, 2022, paragraph D shall read:

- D. EMPLOYEE shall be entitled to the same education, certification, and bilingual pay as members of the Teamsters Local Union No. 839 (Police Unit).

SECTION 7. HOURS OF WORK – Effective January 1, 2022, paragraph E shall read:

- E. EMPLOYEE shall be entitled to the same holiday pay practices as members of the Teamsters Local Union No. 839 (Police Unit).

All other terms of the agreement remain intact and effect with modifications allowed as noted in Section 13 of the original agreement.

The CITY OF COLLEGE PLACE, WASHINGTON, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the form approved by the City Attorney after discussion with and approval of the EMPLOYEE; and the EMPLOYEE has signed and executed this agreement, both in duplicate this ____ day of January 2022.

CITY OF COLLEGE PLACE

EMPLOYEE

Attest:

Attest:

Mayor

Employee

Approved as to form:

Attest:

City Attorney

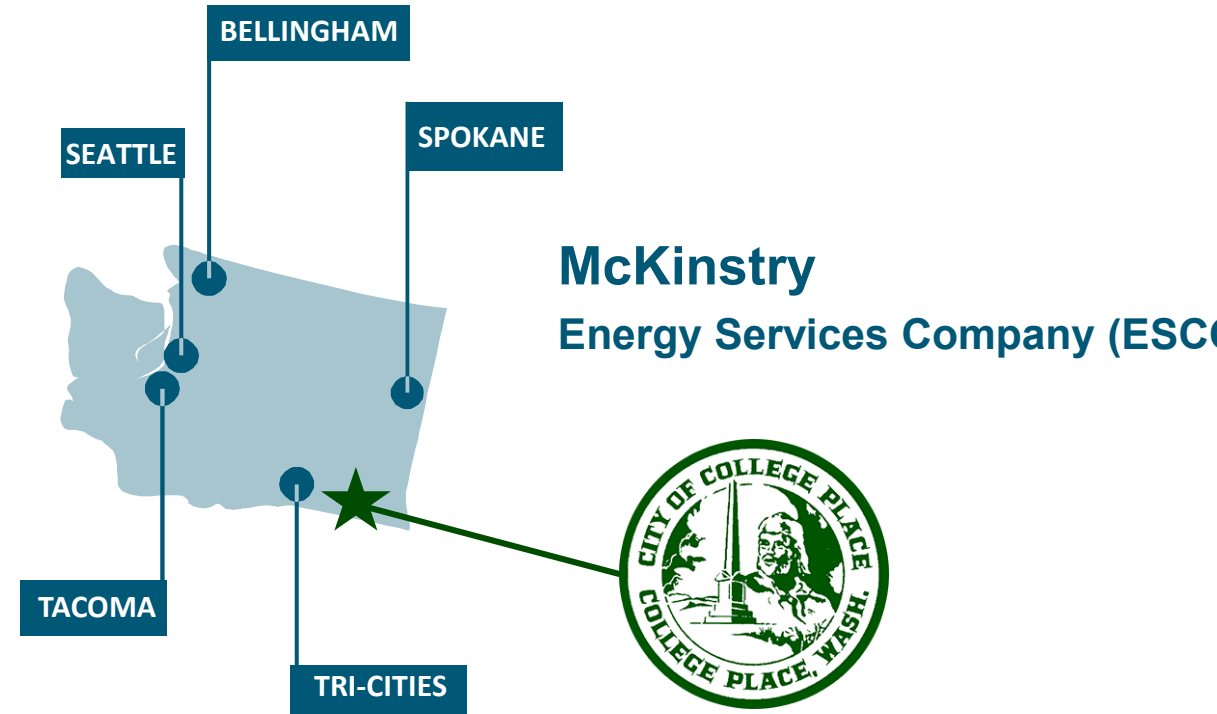
City Clerk

College Place, WA

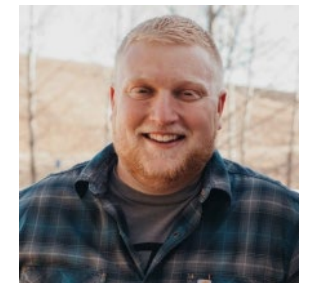
August 19, 2021



Introduction



Scott McGann
Energy Account Executive



Lance Funke
Energy Project Developer

Agenda

- Why Act Now?
- Funding
- What is Energy Savings Performance Contracting (ESPC)?
- Examples of McKinstry ESPC Projects
- Questions?

Why Act Now

What state and local agencies are doing today...

- Writing to county commissioners, state & federal legislatures with ideas for “**shovel-ready**” or “stimulus-ready” projects
- Looking at **deferred maintenance** needs that could be addressed by different forms of stimulus money
- Engaging in **building audits** to identify short and long-term building needs; phasing projects
- Planning for **carbon-free** alternatives, electrification initiatives and other sustainability goals
- Adding **renewable energy** such as solar photovoltaic energy.



Governor Jay Inslee to State Representatives

“We have highlighted areas where federal investment can accelerate near-term projects and advance worthwhile concepts towards construction through dozens of state capital programs. Each of these strategic priorities would benefit from resources to help communities of all sizes undertake pre-engineering work that sustainable infrastructure relies on.”



CARES Act

Passed March 27, 2020

\$13.5B to ESSER I Funds

- Already distributed to LEAs
- Must be spent by Sept 2022

2020



2021



Consolidated Appropriations Act

Passed December 2020

\$54.3B to ESSER II Funds

- Currently being distributed to LEAs
- Must be spent by Sept 2023

College Place \$2M/County \$11.8M

American Rescue Plan Act

March 2021

\$1.9T

- Supplemental unemployment insurance
- Direct cash payments
- Paycheck protection program
- Education
- Public health
- **State and local governments \$350B**
- Safety net

American Jobs Plan

As of July 2021

\$1-\$4.5T

- **Infrastructure**
- **Manufacturing**
- **Research and development**
- **Clean energy**

Funding Options

CARES: Dollars set aside for expenditures related to pandemic or efforts geared toward future spread of airborne viruses (Indoor Air Quality projects)

Infrastructure Spending: Likely coming from Federal Government in 3rd Quarter. Population based direct payments to local governments targeted toward energy/resiliency

Commerce Energy & Solar Grants: Solar opening in June; Efficiency likely available end of 2021 early 2022. Competitive process, matching required

Private Grants or Investment: Energy technology grants, Energy as a Service (EaaS) contracts

.09 County Funds: When project stimulates local economic development

Utility Rebates: Utility conservation funding for energy projects

Capital Funds: LOCAL Interest rates below 1%

LOCAL
Actual Interest Rates for Most Recent Sale
as of 2/2/2021

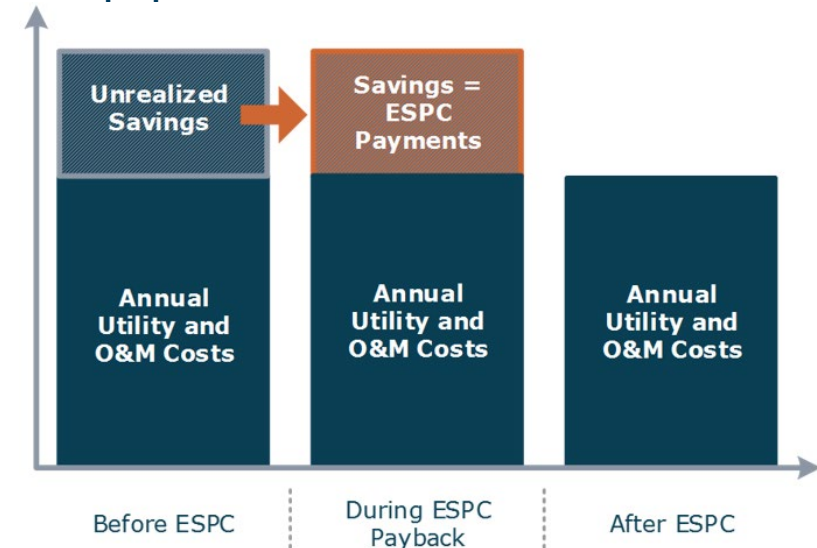
Term	Equipment*	Real Estate*
5 Years	0.33%	
6 Years	0.39%	
10 Years	0.68%	
15 Years		1.49%

* Interest rates shown above include all financing costs. Past interest rates do not predict future interest rates. Actual interest rates are determined by the competitive bids received on the date of sale.

What is Energy Savings Performance Contracting (ESPC)?

ESPC is a form of “design-build” construction procurement that is best suited for deep energy retrofits, when a guaranteed outcome is desired.

- Focuses on long term cost savings and how to leverage them, sometimes with financing.
- Eliminates risk by guaranteeing maximum pricing and energy savings.
- Provides a single point of accountability to address complex systems, training, commissioning, and the transition from build to operate.
- Often, ESPC can deliver a project faster than other methods, due to mitigation of schedule impact due to long lead equipment.



Construction Procurement

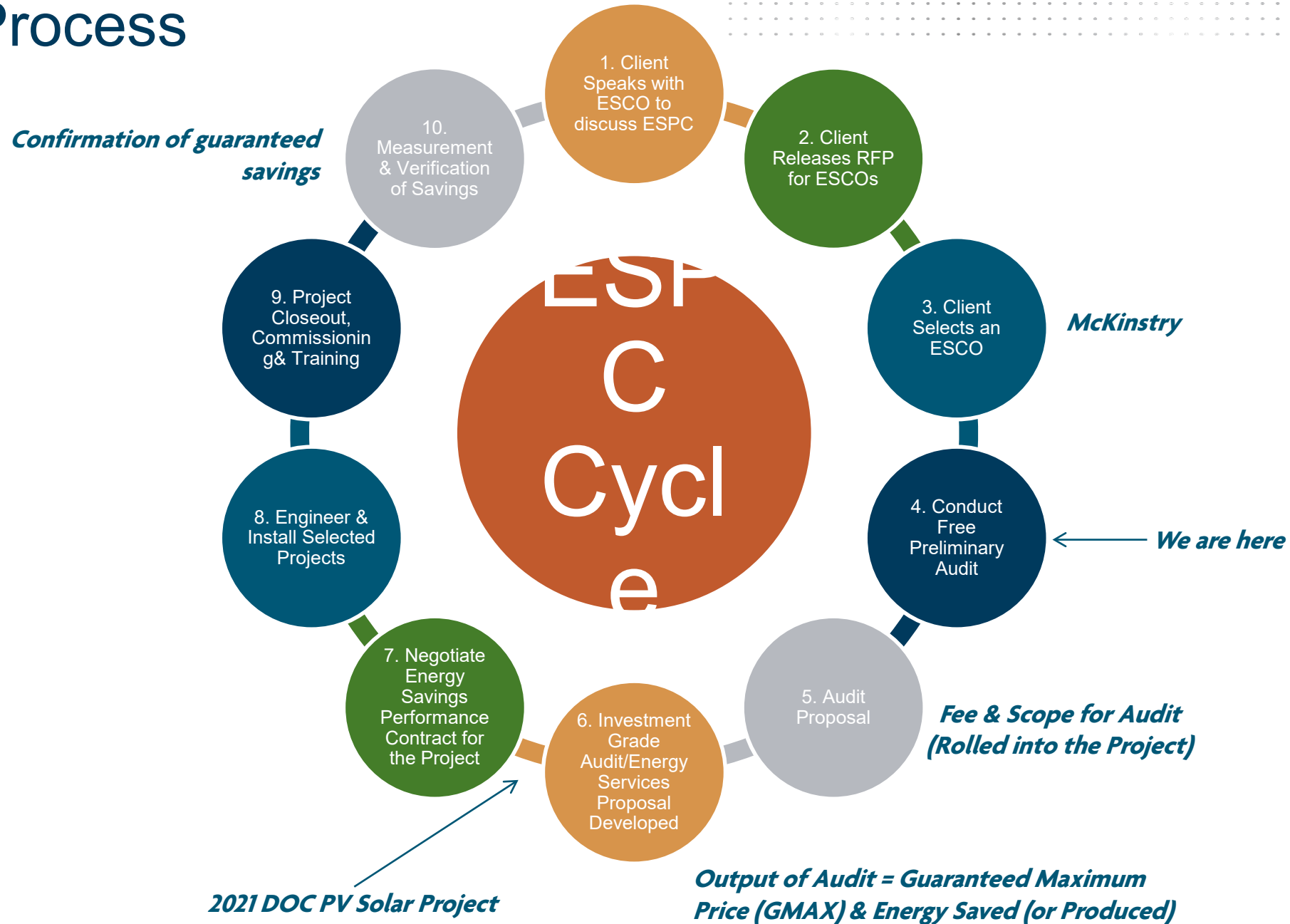
Design-Build

- Washington RCW 39.10 – Alternative Procurement (approval by CPARB)
- Applicable only to a single project
- Contract should contain guarantee of desired performance outcomes

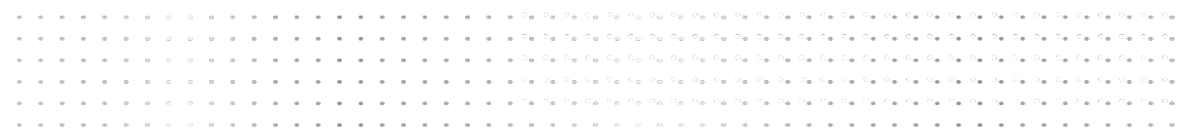
Energy Savings Performance Contracting (ESPC)

- WA RCW 39.35 A; WA RCW 39.04.170 Public Works not applicable to Performance Contracts
- By statute, the ESCO is a design-builder
- Must have some energy, solid waste or water savings in contracted work.
- Flexibility to develop multiple phases of work over multiple years.
- Multiple phases of work can be developed under one Investment Grade Audit.
- Non-Energy saving work can be rolled into a larger energy project under a Hybrid-ESCO model.

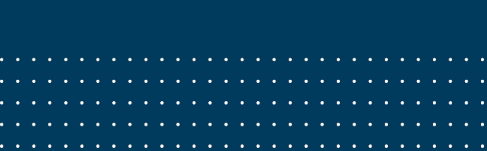
ESPC Process



Sample of Local McKinstry Clients



	Grant County \$9.2M (2 Phases)	Avista Utilities \$40M (7 Phases)	Walla Walla County \$6.9M (5 Phases)	City of Wenatchee \$3.6M (3 Phases)	Whitman County \$8M (4 Phases)	Washington State University \$60M (75 Phases)	Eastern Washington University \$30M (8 Phases)
Lighting/Lighting Controls	✓	✓	✓	✓	✓	✓	✓
BAS & Controls Upgrades	✓	✓		✓	✓	✓	✓
Commissioning & Retro-commissioning	✓	✓	✓	✓	✓	✓	✓
Major Mechanical Equipment (AHU, Boilers, Chillers)	✓	✓	✓	✓	✓	✓	✓
HVAC Upgrades	✓	✓	✓	✓	✓	✓	✓
Building Envelope Upgrades		✓			✓	✓	
Water Conservation		✓				✓	✓
Exterior Lighting					✓	✓	
Street Lighting				✓		✓	
Window Replacement/Upgrades	✓	✓	✓		✓		
Major Remodel	✓	✓					✓
Historic Restoration	✓		✓				
Occupied Building	✓	✓	✓		✓	✓	✓



Questions?

Contact:

Scott McGann

509-220-3708

scottmc@mckinstry.com

Lance Funke

509-220-4089

lancef@mckinstry.com





December 9th, 2021

Mike Rizzitiello
City Administrator
City of College Place
625 S College Ave..
College Place, WA 99324

Subject: Investment Grade Audit Proposal | City of College Place DRAFT

Dear Mike Rizzitiello;

McKinstry Essention, LLC (McKinstry) is pleased to propose an energy conservation project for City of College Place (COCP) in response to the recent discussions between McKinstry, City of College Place. Based on those discussions, we understand COCP is interested in improving the energy efficiency and HVAC systems of the city facilities through the Energy Savings Performance-based Contracting Method.

PROJECT DESCRIPTION

This proposal will provide the guidelines for which McKinstry will provide the following tasks:

1. Complete an Investment Grade Audit (IGA) study analysis associated with the following building:
 - a. City Hall
 - b. Police Station
 - c. Fire Station
 - d. Public Works Yard
2. Develop a comprehensive Energy Services Proposal for the identified systems and issues below. Initial scoping concepts below will be vetted during the Investment Grade Audit:
 - a. **City Hall:**
 - i. **Plumbing Upgrades:** Install a new sump pump to serve the server and electrical room to mitigate flood risks.
 - ii. **Controls System:** Develop a solution to integrate the HVAC system into a central controls system.
 - iii. **Generator Upgrade:** Develop a solution to provide backup power to the facility. Options will be provided for emergency and standby operation.
 - b. **Police Station:**
 - i. **HVAC and Controls System:** Replace existing Rooftop Unit with a new high efficiency unit. Install new controls system to integrate with a central controls system.
 - ii. **Generator Upgrade:** Develop a solution to provide backup power to the facility. Options will be provided for emergency and standby operation.



City of College Place IGA Proposal

c. **Fire Station:**

- i. **HVAC and Controls System:** Develop a solution to replace the existing HAVC system with newer and more efficient equipment. Install new controls system to integrate with a central controls system.
- ii. **Generator Upgrade:** Develop a solution to provide backup power to the facility. Options will be provided for emergency and standby operation.

d. **Public Works Yard:**

- i. **HVAC and Controls System – Shop and Break Room/Parts Room:** Develop a solution to replace the existing HAVC system with newer and more efficient equipment. Install new controls system to integrate with a central controls system.
- ii. **Generator Upgrade:** Develop a solution to provide backup power to the facility. Options will be provided for emergency and standby operation.

e. **City Wide:**

- i. **Interior and Exterior Lighting Upgrades:** Develop a detailed lighting report and replace any interior and exterior lights with new LED lighting.

f. **All facilities will be included in the following reports:**

- i. **Utility Data Analysis (UDA):** Collect and analyze historic utility data to determine how the overall operation of the facility is performing against Energy Star and ASHRAE 100-2018 benchmarks.
- ii. Provide an **Energy Services Proposal (ESP)** that will include a **project schedule, scope** and **Guaranteed Maximum Pricing and Energy Savings (GMAX Pricing and Savings)** for implementation in Summer of 2022.

The investment grade effort is intended to lead to the implementation of energy improvement measures. The audit will provide all details necessary for implementation of viable initiatives including associated savings, costs, potential utility funding, and return on investment scenarios, as well as a construction schedule.

The ESP/IGA will be a product of the direction McKinstry receives, and it is anticipated that the information contained in the IGA and resulting Energy Services Proposal will form the basis of a proposal and contracting documents. The specific deliverables associated with this professional services endeavor can be found in Attachment A.

TIMELINE AND MILESTONES

McKinstry will initiate this scope of work upon receipt of written direction from City of College Place. Formal progress review meetings will be conducted regularly throughout the study phase. During these review meetings, McKinstry will recommend measures based on preliminary analysis. The goal of these review meetings is to focus engineering efforts, budgeting, and savings assessment on those measures that possess a high probability for implementation. During this time, McKinstry will provide a detailed measurement and verification (M&V) plan for the energy savings.

McKinstry will target completion of the Investment Grade Audit within 120 days upon a signed contract from COCP.



City of College Place IGA Proposal

REQUESTED INFORMATION

For effective execution of this proposal, we ask that COCP provide access to the following:

1. Historical utility bills and steam consumption for the last 24 to 36 months.
2. All mechanical, electrical, architectural, and structural drawings.
3. All operational and maintenance manuals, balancing records, & specifications.
4. Operational records related to the cost of maintaining specific equipment.
5. Information with regards to any on-going maintenance contracts.
6. Access to individuals that have relevant information pertaining to the day-to-day operation of energy using systems on site.
7. Prior energy studies for related systems, if applicable.
8. Any available hazardous material survey reports (i.e. Good Faith Survey).

COST EFFECTIVENESS CRITERIA

It is City of College Place's intent that McKinstry will implement all approved projects that meet the project cost effectiveness criteria:

- McKinstry will focus on an aggregate modified payback to be equal to or less than the useful life of the equipment, less any utility incentives. Savings will include any utility and may include hard-cost operational savings (no labor) pending COCP approval. While this is our focus, it is understood that COCP has directed McKinstry to investigate measures that may have a simple payback beyond the useful life of the equipment/systems.
- For the purposes of the financial cash flow models, McKinstry will work with COCP to use appropriate financial rates and other variables to show project benefits.
- COCP may infuse capital either from planned capital project budgets, cash reserves, financing, grants, or other sources to assist with implementation of Facility Improvement Measures.

City of College Place IGA Proposal

PROPOSED COSTS

All fees assessed in the Investment Grade Audit proposal will be included in the final implementation costs. In the event McKinstry is unable to recommend projects that meet the criteria above, City of College Place has no financial obligation to McKinstry. However, if the recommendations meet or exceed the "Criteria" (List above), and COCP chooses not to enter into an agreement with McKinstry to implement the projects, COCP will Reimburse McKinstry for its time and expenses not to exceed the following:

SCOPE	DESCRIPTION	COST
Investment Grade Audit (IGA)	Investment Grade Audit to include Guaranteed Maximum (GMAX) Pricing and Energy Savings for Controls Upgrades.	\$71,424

TOTAL: \$71,424

All associated information, including deliverables, will become the property of City of College Place upon final receipt of payment. We appreciate the opportunity to continue serving City of College Place as your energy partner. Please let us know if we can answer any questions or provide you with additional information.


Casey McGourin, PE
Sr. Program Manager
McKinstry

cc: Lance Funke – McKinstry; Jack Knudsen – McKinstry



CONFIDENTIAL & PROPRIETARY

City of College Place IGA Proposal

ATTACHMENT A: INVESTMENT GRADE AUDIT DELIVERABLES

The Investment Grade Audit for COCP will include the following elements:

1. A description of the systems which shall receive ESCO Equipment and ESCO Services;
2. The cost-effective Facility Improvement Measures (FIMs) to be installed or caused to be installed by the ESCO and a description of the FIMs analyzed but disqualified;
3. A description of the services that the ESCO will perform or cause to be performed on or in the infrastructure, including but not limited to engineering, construction management, the operations and maintenance procedures for use on ESCO Equipment, training for personnel, warranty service provided, and equipment maintenance provided;
4. The Maximum Allowable Project Cost, itemized in detail, which may be amended to represent actual costs;
5. Recommendations for replacement of existing equipment, along with recommendations for improvements to existing equipment and operating conditions;
6. The service standards appropriate for the infrastructure;
7. The baseline energy consumption, including the data, methodology and variables used to compute the baseline, and the baseline calendar period which shall not be less than twelve (12) months;
8. The estimated energy savings and energy cost savings that are expected to result from the installation of the ESCO Equipment and from the ESCO Service, and an explanation of the method used to make the estimate;
9. The method by which Energy Savings and Energy Cost Savings will be calculated during the term of the Energy Services Agreement;
10. A description of how project financing (if required) will be completed;
11. A description of how the Energy Savings will be guaranteed by the ESCO;
12. A description of how the ESCO proposes to be compensated;
13. The schedule for project completion;
14. The nature and extent of the work and equipment that the ESCO anticipates it will receive from other firms under subcontract;
15. Detailed Measurement and Verification (M&V) Plan.

City of College Place IGA Proposal

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

WARRANTIES. Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION. Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.



City of College Place IGA Proposal

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

MCKINSTRY

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



CONFIDENTIAL & PROPRIETARY

Preliminary Phase I FIM List - Attachment B

DRAFT

Project: College Place, City of - Energy Upgrades
 Scenario: Preliminary FIM List
 Date: 12.9.21

ROM Estimate	\$1,855,400
\$1,855,400 - \$1,923,100 ±25%	\$1,923,100

Building	FIM Name	FIM Description	Strategic Benefit	ROM Estimate
City Hall	Plumbing Upgrades	Install a new sump pump in electrical/server room.	Reduces potential flood risk to the City servers and electrical	\$84,200
	Controls Upgrade	Install a new building controls system that can be integrated with other building controls systems across the City.	Saves energy by allowing for scheduling and tighter control of HVAC systems. Reduces maintenance costs by notifying City staff of any issues with equipment prior to major issues arising.	\$67,000
	Generator Upgrade	Upgrade existing generator to carry all critical loads for the facility.	Improves City resiliency by improving the emergency operation capability of this Facility.	\$122,800
Police Station	HVAC Upgrade	Replace older Rooftop Unit (RTU) with a new high efficiency unit to match the recently replaced RTU on the other side of the facility.	Saves energy by utilizing more efficient equipment that can share heat between spaces. Reduces maintenance cost with a correctly engineered system.	\$71,500
	Controls Upgrade	Install a new building controls system that can be integrated with other building controls systems across the City.	Saves energy by allowing for scheduling and tighter control of HVAC systems. Reduces maintenance costs by notifying City staff of any issues with equipment prior to major issues arising.	\$28,200
	Generator Upgrade	Upgrade existing generator to carry all critical loads for the facility.	Improves City resiliency by improving the emergency operation capability of this Facility.	\$102,700

Preliminary Phase I FIM List - Attachment B

Project College Place, City of - Energy Upgrades
 Scenario Preliminary FIM List
 Date 12.9.21

DRAFT

ROM Estimate
\$1,855,400 - \$1,923,100 ±25%

\$1,855,400
 \$1,923,100

Building	FIM Name	FIM Description	Strategic Benefit	ROM Estimate
Fire Station	HVAC Upgrade	Replace boilers and evaporative cooler with new high efficiency equipment. Service and inspect all water to air heat pumps. Replace gas fired furnace with an ERV to provide outside air to all conditioned spaces.	Saves energy by utilizing higher efficiency plant equipment. Additionally, utilizing energy recovery limits equipment runtime, reducing energy consumption as well as prolonging equipment life. Reduces maintenance cost with a correctly engineered system.	\$250,400
	Controls Upgrade	Install a new building controls system that can be integrated with other building controls systems across the City.	Saves energy by allowing for scheduling and tighter control of HVAC systems. Reduces maintenance costs by notifying City staff of any issues with equipment prior to major issues arising.	\$126,900
	Generator Upgrade	Upgrade existing generator to carry all critical loads for the facility.	Improves City resiliency by improving the emergency operation capability of this Facility.	\$170,600
Public Works Yard	Shop HVAC Upgrades	Option 1 - Like for Like: Replace existing Reznor units with new high efficiency units that are correctly engineered and designed to heat the building. Install new in-wall electric resistance heater for the office space.	Saves energy by utilizing higher efficiency equipment. Provides heat to the office area, which currently uses a space heater. Reduces maintenance cost with a correctly engineered system.	\$74,800
		Option 2 - Packaged Unit, Single Zone: Replace existing Reznor units with a new packaged gas fired, Dx cooled unit and ductwork to heat and cool all spaces in the shop	Saves energy by utilizing higher efficiency equipment. Provides heating and cooling to the office area, which currently uses a space heater. Provides cooling to all areas within the shop. Reduces maintenance cost with a correctly engineered system and a reduces equipment count.	\$142,500
	Break Room/Parts Room HVAC Upgrades	Replace existing furnace with a new high efficiency gas fired furnace with Dx cooling or heat pump system.	Saves energy by utilizing higher efficiency equipment. Reduces maintenance cost with a correctly engineered system that is easily serviceable.	\$59,700
	Break Room/Parts Room Envelope Upgrades	Refurbish existing roof. Replace single pane glass with new dual pane glass.	Reduces outside air and water infiltration, which saves energy and reduces overall potential maintenance costs.	\$87,500
	Controls Upgrade	Install a new building controls system that can be integrated with other building controls systems across the City.	Saves energy by allowing for scheduling and tighter control of HVAC systems. Reduces maintenance costs by notifying City staff of any issues with equipment prior to major issues arising.	\$50,800
	Generator Upgrade	Upgrade existing generator to carry all critical loads for the facility.	Improves City resiliency by improving the emergency operation capability of this Facility.	\$160,600
City Wide (Facilities)	Lighting Upgrades	Replace or retrofit all interior and exterior light fixtures to new LED fixtures. Install occupancy sensors in all applicable areas.	Reduces the Cities overall energy consumption. Improves lighting quality in staff spaces. Improves security around City facilities with increased lighting levels.	\$397,700

note: Police Station Roof and Fire Station Roof were brought up during the initial walk. These systems appear to be standing seam with some degree of insulation and are considered 30-50 year items.

[illegible]

City of College Place, Washington

ORDINANCE NO. 21-018

AN ORDINANCE OF THE CITY OF COLLEGE PLACE, WASHINGTON ADOPTING A SIX-YEAR CITYWIDE CAPITAL FACILITY PLANS FOR THE YEARS 2022 THROUGH 2027

WHEREAS, the City of College Place is a non-charter code city with powers set forth in RCW Title 35A.24.010;

WHEREAS, the City formed a Capital Facility Technical Team which has assembled the proposed Capital Facility Plan of the City of College Place. It consists of capital improvements for years 2022 through 2027 identifying the proposed locations and capacities of expanded or new capital and a plan to finance such improvements within projected funding capacities (the “Six-Year Citywide Capital Facility Program” or “CFP”); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 8th, 2021 by Council Resolution 21-029, and that program is incorporated into the CFP; and

WHEREAS, the City’s Park, Arbor, and Recreation Board voted unanimously to recommend to City Council adoption of the park section of the Capital Facility Plan during its October 22nd, 2021 meeting.

WHEREAS, the City’s Economic Development, Tourism, and Events Commission voted unanimously to recommend adoption of the Capital Facility Plan during its November 1st, 2021 meeting.

WHEREAS, the City’s Utilities & Transportation Advisory Commission voted unanimously to recommend adoption of the Capital Facility Plan during its November 8th, 2021 meeting.

WHEREAS, updates to the six-year Capital Facility Planning documents have been posted on the city budget portal website: http://www.cpwa.us/departments/finance/budget_2022.php

NOW THEREFORE, THE CITY COUNCIL OF COLLEGE PLACE DO ORDAIN AS FOLLOWS

Section 1. Ordinance No. 21-018 which adopts the 2022 to 2027 Capital Facility, Plan as shown in Exhibit 2 attached to this Ordinance.

Section 2. City staff is authorized to apply for state, federal, and private foundation grants in support of the projects identified in the Citywide Capital Facility Plan.

Section 3: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the

correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5: Effective Date. This ordinance shall take effect and be in full force five days after its passage and publication as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 23rd day of November 2021.

DocuSigned by:

Norma L. Hernández

Norma L. Hernández, Mayor

Attest:

DocuSigned by:

Lisa R. Neissl

Lisa R. Neissl, City Clerk

Approved as to form:

DocuSigned by:

Rea Culwell

Rea Culwell, City Attorney

Passed 11-23-2021
Published 11-26-2021
Effective 11-30-2021

City of College Place: Capital Facility Plan (2022 to 2027) * Many projects subject to availability of grant dollars & future development*														
Name of Project	Project ID	Prioritization	Project Location	Project Description	Status	Year Budget	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total Project Cost	How is project funded?
Administration/Community Development														
Design - City Council Chambers Room AV Remodel, Sallyport, Jail Area, Renovation Addition.	1008	High	City Hall	Police Sallyport to move to Police Department. Renovate area to additional office space for Community Development, Administration, and Public Works. 2022: Design 2023: Construction	Budgeted	2022	\$ 80,000.00	\$ 800,000.00					\$ 880,000.00	FY 2022: ARPA Federal Grant FY 2023: Facilities Maintenance Reserve
City Council Chambers AV/OPMA Upgrade	1018	High	City Hall	Replace AV System, do needed upgrades.	Budgeted	2022	\$ 300,000.00						\$ 300,000.00	FY 2022: ARPA Federal Grant
City Hall Conference Room Furnishings	1013	Medium	City Hall	Conference room, six offices	Planned	2023		\$ 50,000.00					\$ 50,000.00	Facilities Maintenance Reserve (funded by CE)
City Hall Exterior Beam Repair	1001	Medium	City Hall		Planned	2024			\$ 35,000.00				\$ 35,000.00	Facilities Maintenance Reserve (funded by CE)
City Hall Exterior Paint	1017	Low	City Hall	Paint exterior & replace gutters.	Planned	2024			\$ 12,000.00				\$ 12,000.00	Facilities Maintenance Reserve (funded by CE)
City Hall Restroom Renovation	1015	Medium	City Hall	Replace tile, stalls, fixtures, counterlights, paint-two public, three staff.	Planned	2025				\$ 40,000.00			\$ 40,000.00	Facility Maintenance Reserve (funded by CE)
City Hall Landscaping	1002	Low	City Hall	Landscaping around City Hall campus	Planned	2026					\$ 50,000.00		\$ 50,000.00	Facilities Maintenance Reserve (funded by CE)
City Hall Parking Lot (East End Improvements)	1014	Low	City Hall	Patch, sealcoat, stripe, move dumpster, remove fence, parking stops, ADA ramp to City Hall. Also finish landscaping around City Hall and PD. Also, underground power to charging stations and remove power pole.	Planned	2026					\$ 80,000.00		\$ 80,000.00	Facility Maintenance Reserve (funded by CE)
Total: Administration/Community Development							\$ 380,000.00	\$ 850,000.00	\$ 47,000.00	\$ 40,000.00	\$ 130,000.00	\$ -	\$ 1,447,000.00	
Fire Department														
Regional Fire Training Tower Contribution	2016	High	City of WW	City 1/3 share contribution prorated over five years for replacement fire training tower. Current one isn't safe to do controlled burns in.	Budgeted	2021	\$ 64,900.00	\$ 64,900.00	\$ 64,900.00	\$ 64,900.00	\$ 64,900.00		\$ 324,500.00	Facility Maintenance Reserve (funded by CE)
Replace Exterior Staircase on East Side of Building.	2017	High	Fire Station	Replace Exterior Staircase on East side of Building	Budgeted	2021	\$ 30,000.00						\$ 30,000.00	Facility Maintenance Reserve (funded by CE)
Renovate Dorm Rooms	2025	Medium	Fire Station	Renovate Dorm Rooms.	Budgeted	2022	\$ 40,000.00						\$ 40,000.00	Facility Maintenance Reserve (funded by CE)
Dorm Room Furniture	2026	Medium	Fire Station	Obtain Dorm Room Furniture	Budgeted	2022	\$ 30,000.00						\$ 30,000.00	Facilities Maintenance Reserve (funded by CE)
Water Source Heat Pump Replacement	2020	Medium	Fire Station	Replace 1 carrier Water Source Heat Pumps (unit above dorm room)	Budgeted	2022	\$ 10,000.00						\$ 10,000.00	Facilities Maintenance Reserve (funded by CE)
Water Source Heat Pump Replacement	2010	Medium	Fire Station	Replace 8 Carrier Water Source Heat Pumps.	Planned	2023		\$ 80,000.00					\$ 80,000.00	Facility Maintenance Reserve (funded by CE)
Moline Gas Heater Replacement	2011	Medium - ESCO Performance	Fire Station	Replace Moline Gas Heater 75k BTU HR Unit	Planned	2024			\$ 10,000.00				\$ 10,000.00	Facility Maintenance Reserve (funded by CE)
Gas Furnace 75000 BTU HR	2012	Medium - ESCO Performance Contracting Potential	Fire Station	Replace Gas Furnace 7500 BTU HR Carrier Unit.	Planned	2024			\$ 13,450.00				\$ 13,450.00	Facility Maintenance Reserve (funded by CE)
Hot Water Pump 2 HP	2013	Low - ESCO Performance Contracting Potential	Fire Station	Replace Baldor Hot Water Pump 2 HP	Planned	2025				\$ 2,000.00			\$ 2,000.00	Facility Maintenance Reserve (funded by CE)
Total: Fire Department							\$ 174,900.00	\$ 144,900.00	\$ 88,350.00	\$ 66,900.00	\$ 64,900.00	\$ -	\$ 539,950.00	
Police Department														

Gun Range Building	3019	High	Wastewater Treatment Plant.	Install Washroom and Roof.	Budgeted	2022	\$ 23,000.00						\$ 23,000.00	Federal ARPA Grant
Police Department: RTU Package 3 Ton Heater/Chiller	3011	Medium - ESCO Performance Contracting	Police Department	Replace 3 Ton RTU Package Unit Heater/Chiller on roof rated "F" on south side of building. North side chiller failed	Budgeted	2022	\$ 15,000.00						\$ 15,000.00	Facility Maintenance Reserve (funded by CE)
Backup Generation Design (3 Buildings)	3020	Medium	Police Department		Planned	2023		\$ 10,000.00					\$ 10,000.00	Facilities Maintenance Reserve (funded by CE)
Replace 50 Gallon Water Heater	3012	Medium - ESCO Performance	Police Department	Replace 50 Gallon Water Heater	Planned	2024			\$ 3,000.00				\$ 3,000.00	Facility Maintenance Reserve (funded by CE)
Police Department Renovation	3010	Low	Police Department	Renovate Police Department	Planned	2024			\$ 500,000.00				\$ 500,000.00	Facility Maintenance Reserve (funded by CE)
Total: Police Department							\$ 38,000.00	\$ 10,000.00	\$ 503,000.00	\$ -	\$ -	\$ -	\$ 551,000.00	
Public Works Department - Parks														
Lions Park Renovation	4001	High - But dependent upon grant dollars.	Lions Park	Dredge and reconstruct pond and Garrison Creek channel, eliminate point source pollution of storm water facility into pond. Includes irrigation plans. Engineering will be done the first half of FY 2021. Construction will be the last half of FY 2021 into FY 2022	Budgeted	2018	\$ 3,256,683.00						\$ 3,256,683.00	42.9% State RCO Grants, 15.3% Private Foundation Grants, 12.3% Ecology Funds,29.5% City REET II
Lions Park Community Center	4006	Low	Lions Park	Replace Community Center with multipurpose facility with Community Kitchen	Planned	2023		\$ 500,000.00	\$ 2,466,799.00				\$ 2,966,799.00	100% EDA Tourism Grant Funds if Received
Harvest Meadows Park Improvements	4005	Medium	Harvest Meadows Park	Improvements include a welcome sign and picnic shelter as identified in the 2018 Park Master Plan.	Planned	2023		\$ 25,000.00					\$ 25,000.00	100% REET II Funds
Veterans Park at Homestead	4004	Low	Homestead Ave south of 4th Street	Addition of more play equipment and restroom in Park.	Planned	2025				\$ 100,000.00			\$ 100,000.00	100% Developer Fees
Park Development near Stone Creek	4003	Low	SW of College Ave & Mojonnier St	Per development standards, parkland will need to be donated to City for development. Will cooperate with State RCO, College Place School District, and developer for quality regional park.	Planned	2023		\$ 500,000.00	\$ 1,500,000.00				\$ 2,000,000.00	15% REET 2, 25% RCO, 50% Developer Fees, 10% Collaboration with College Place School District
Total: Public Works Department - Parks							\$ 3,256,683.00	\$ 1,025,000.00	\$ 3,966,799.00	\$ 100,000.00	\$ -	\$ -	\$ 8,348,482.00	
Public Works Department - Stormwater														
SE Birch (4th to 6th)	5004	High	SE Birch (4th to 6th)	Stormwater Improvements from 4th to 6th at Birch. 2022: Engineering. 2023: Construction.	Budgeted	2022	\$ 179,860.00	\$ 280,140.00					\$ 460,000.00	39.1% Federal ARPA Grant Money, 60.9% Storm Utility
Street Waste Decant Facility	5003	High - But dependent upon grant dollars.	Public Works Yard	Construction of a street waste decant facility. 2022: Engineering. 2023: Construction.	Budgeted	2022	\$ 500,000.00	\$ 1,000,000.00					\$ 1,500,000.00	75% State Ecology Grant, 25% Stormwater Utility.
Outfall Replacement Program	5012	High	Around Community.	Prioritization to be determined through Stormwater Management Plan Criteria.	Planned	2023		\$ 200,000.00		\$ 200,000.00		\$ 200,000.00	\$ 600,000.00	Apply for State Department of Ecology Grant Funds for 50%. Other 50% Stormwater Utility.
Drywell Install	5022	High	Community Wide	Earmark funds to install Drywells.	Planned	2023		\$ 80,000.00		\$ 80,000.00		\$ 80,000.00	\$ 240,000.00	Apply for State Department of Ecology Grant Funds for 50%. Other 50% Stormwater Utility.
SE 12th Street (College to Larch)	6010	High	SE 12th (College to Larch)	Replace storm infrastructure on 12th from College to Larch.	Planned	2023		\$ 1,200,000.00					\$ 1,200,000.00	100% Transportation Improvement Board Grant.
Public Works Yard Stormwater Improvements.	6032	Medium	Middle of block between 4th, 6th, Birch, and Date.	Stormwater improvements at Public Works Yard.	Planned	2023		\$ 200,000.00					\$ 200,000.00	50% State Department of Ecology Grant, 50% Stormwater Utility Funds.

SW 10th Street Retrofit (College to Bade)	5005	High	SW 10th from College to Bade.	Reconstruct 10th to include stormwater infrastructure to filter water into Garrison Creek.	Planned	2024				\$ 425,000.00				\$ 425,000.00	100% Move around money. Hardship money will cover staffing. Move freed up money to this project. (Freed up money via Stormwater Capacity Hardship Grant). Also, consider
SE 12th Street (Larch to Myra)	6039	High	SE 12th (Larch to Myra)	Replace storm infrastructure on 12th from Larch Avenue to Myra.	Planned	2025				\$ 1,200,000.00				\$ 1,200,000.00	100% Transportation Improvement Board Grant.
NE Cedar Ave Storm Improvements	6007.2	High	NE Cedar from A to C Street	Stormwater Improvements along corridor.	Planned	2026					\$ 340,000.00			\$ 340,000.00	100% Hardship Grant Redirect or Legislative Appropriation.
SE Date Ave (8th to 11th)	5018	Medium	SE Date (8th to 11th)	Stormwater Retrofit on SE Date from 8th to 11th.	Planned	2027						\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	100% Stormwater Utility.
Total: Public Works Department - Stormwater							\$ 679,860.00	\$ 2,960,140.00	\$ 425,000.00	\$ 1,480,000.00	\$ 340,000.00	\$ 680,000.00	\$ 6,565,000.00		
Public Works Department - Streets															
Installation of stop signs at Whitman/Larch.	6044	High - Developer Contribution	Whitman Drive & Larch	Installation of solar flashing stop signs on Larch at Whitman Intersection.	Budgeted	2022	\$ 10,000.00							\$ 10,000.00	100% Villages at Fort WW Developer Contribution
			- 2022: Harvest Meadows, Knapp Addition, SE Bliss Ln - 2023: SW 6th, Cedar Bend Subdivision, SW 7th, SW 8th (College to Bade) (Davis to Evans), SW 9th, SW Evans (6th to 8th), SW Davis (6th to 8th) - 2024: Autumn Meadows Subdivision, Country Estates Subdivision, Sherburne Addition, SW 10th (Birch to Date) - 2025: Highland Park Subdivision - 2026: NE C Street (Larch to Myra), Larch (C Street to SR 125)												
Chipseal Program	6018	Medium		Planned annual chip seal program	Budgeted	2022	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 360,000.00	100% REET 1 Fund
			- FY 2022 - SE 6th (College to Date) FY 2023 - SW 6th St (Davis to Evans) - FY 2024 - SE Mockingbird Ln - FY 2025 - SE Highland Park (North Leg) - FY 2026 - NE Dawson St (Myra to Westfair) - FY 2027 - NE Alden St (Criscola to Troutdale)												
Block Resurfacing Program	6059	Medium		Resurface a block of deteriorated roadway every other year. Provides a ten year fix.	Budgeted	2022	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 200,000.00	100% REET 1 Fund

4Bikes Project (Fourth - College to Academy, Academy - Whitman to 4th)	6029	High - Obtained TIB Complete Street Grant	4th - College Avenue to Academy Way Academy Way - 4th Street to Whitman Drive.	Continuance of cycle track on Fourth Street from Davis Street to College Avenue. Pedestrian streetlamps every 200 feet: Fourth St - College Avenue to Academy Way, Academy Way - Whitman Drive to Fourth Street.	Budgeted	2022	\$ 600,000.00							\$ 600,000.00	Awarded Transportation Improvement Board Complete Street Grant (\$500,000). Remaining funds from Street Improvement Fund. Project to be tracked in the Economic Development Fund 330.
Safewalk College Place	6048	High - 2021 / Medium - 2022, 2024, and 2026	- 2022 SW 6th and SW 8th - 2023 NE Lambert, NE Ash, SE Date - 2024 B Street 2026 1st and 3rd between Academy and Davis	Install six-foot wide sidewalk on one side of road. Dependent on obtaining a Community Development Block Grant: General Purpose. Odd number years will be funded by State TIB SP Grant if funded.	Budgeted	2022	\$ 364,000.00	\$ 476,540.00	\$ 400,000.00			\$ 600,000.00		\$ 1,840,540.00	100% CDBG General Purpose Grant Funds and easement donation from Walla Walla University. Fund 309 in FY 2023 - State Transportation Improvement Board Sidewalk Grant Funds.
Mojonnier Rd Reconstruction (Bluvue Ln to College Ave)	5006.2	High - Grant funded.	Mojonnier Rd from Grandview to College Ave	Reconstruction of Mojonnier Rd from Bluvue Ct to College Ave. Engineering (2021 to 2022 with MPO STP Grant Money) Construction in 2023.	Budgeted	2022	\$ 711,000.00	\$ 4,168,290.00						\$ 4,879,290.00	76.7% Federal Highway Bill Grant Funds, 20% MPO STP Funds , 3.3% Street Improvement Fund.
CP Broadband Project	6068	Medium	Citywide	Construction of dark fiber throughout the City of College Place (\$2 Million per square mile per Petrichor).	Budgeted	2022	\$ 1,000,000.00	\$ 3,000,000.00						\$ 4,000,000.00	5% City Match via Federal ARPA, 95% either EDA Build Back Better, Federal NTIA, State CERB, and Public Works Trust Fund Grant.
Crosswalk Improvements in front of CP Post Office	6058	Medium	500 S. College Avenue	Crosswalk improvements to include curb bump outs, Rapid Flashing Beacons, and more.	Planned	2023		\$ 90,000.00						\$ 90,000.00	Trying to pursue WSDOT Ped Grant. May go to MPO for funds. Likely 25% local match from Street Fund.
CP Downtown Parking Lot Project	6063	Low	Center of Block bordered by 8th, 6th, College, and Bade.	Construct parking lot to encourage a dense mixed-use downtown that is walkable.	Planned	2023		\$ 200,000.00	\$ 300,000.00					\$ 500,000.00	100 % Going after USDA Economic Development Grant Funds.
Stone Creek Development Intersection Signalization on College Ave by CPHS	6035	Medium - Dependent on future development.	College Avenue, south side of College Place High School.	Installation of signals at College Ave and arterial for the Stone Creek Development.	Planned	2023		\$ 365,170.00						\$ 365,170.00	This will be primarily funded by development impact fees. 25% city match likely through Street Fund.
Stone Creek Development Intersection Signalization II on College Avenue by CPHS	6064	Medium - Dependent on future development.	College Avenue, near CPHS	Installation of signals.	Planned	2023		\$ 365,170.00						\$ 365,170.00	This will be primarily funded by development impact fees. 25% local match likely through Street Fund.
9th Street	6062	Medium - Dependent on CDBG Grant Funds.	9th (College Ave to Alleyway)	Convert gravel road to pavement with curb and gutter.	Planned	2023		\$ 500,000.00						\$ 500,000.00	100 % Street Improvement Fund via CDBG - General Purpose Grant, LID, or State Grant.
SE 12th Street (College to Larch)	6010.2	High - Dependent on grant funds.	SE 12th Street from College to Larch	Street grind and overlay with water and sewer improvements on SE 12th Street from College to Larch.	Planned.	2023		\$ 2,229,430.32						\$ 2,229,430.32	90% TIB or MPO Funding, 10% Street Improvement Fund.
Pedestrian signalization at Myra Rd & Garrison Village Way	6054	Low - Dependent on WSDOT Grant and Developers	Myra Rd at Garrison Village Way	Pedestrian crossing beacon with pedestrian refuge island so folks can get to Fort Walla Walla.	Planned	2024			\$ 546,000.00					\$ 546,000.00	Likely Scenario: 20% City of WW, 20% City of CP Street Fund, 30% Developer Contrib, 30% State Grant

Rose Street Lighting	6014	Low	Rose Street from College Ave to Lambert Ave	Rose Ornamental Pedestrian Street Lights	Planned	2024			\$ 350,000.00				\$ 350,000.00	100% Transportation Improvement Board Complete Street Grant.
Heat Pump at Public Works Shop	6056	Medium	Public Works Yard	Replace Heat Pump	Planned	2024			\$ 20,000.00				\$ 20,000.00	100% Facility Maintenance Fund.
Public Works Yard Upgrade	6032	Medium	218 SE 4th St	Upgrade Public Works Yard. New pavement between buildings and gas pumps. General renovation work.	Planned	2024			\$ 400,000.00				\$ 400,000.00	100% Facility Reserve Fund.
SE Birch St (2nd to 4th)	5004.3	Medium	Birch Street from 2nd to 4th.	Reconstruct Birch Street from 2nd to 4th to include curb and gutter.	Planned	2024			\$ 100,000.00				\$ 100,000.00	100% Street Improvement Fund/REET.
12th & Larch Intersection	6011	Medium	The 12th and Larch Avenue intersection.	Identify, design and construct preferred intersection configuration.	Planned.	2025				\$ 2,053,000.00			\$ 2,053,000.00	50 % Local (City) funds from Street Improvement Fund (funded by the street fund) with 50% WSDOT or MPO Grant.
SE 12th Street (Larch to Myra)	6039	Dependent on grant funds.	SE 12th Street from Larch to Myra Rd.	Reconstruction of 12th Street from Myra Rd to Larch Ave.	Planned	2025				\$ 3,155,697.48			\$ 3,155,697.48	90% TIB or MPO Funding, 10% Street Improvement Fund.
Larch & Whitman Intersection	6015	Medium	Larch & Whitman Intersection	Intersections need to be improved for safe traffic.	Planned	2025				\$ 304,163.00			\$ 304,163.00	40% Developer Impact Fees, 40% CERB Construction Grant, 20% Street Improvement Fund
NE Cedar Avenue ("A" to "C" Street)	6007.2	Medium	NE Cedar Avenue from "A" to "C" Street	Resurface Cedar Avenue	Planned	2026					\$ 358,520.76		\$ 358,520.76	100% Legislative Appropriation
SE Dewey Dr	6022	Medium	SE Dewey Drive.	Full street and sidewalk reconstruction on Dewey Drive to include water and sewer improvements.	Planned.	2026					\$ 678,483.00		\$ 678,483.00	100% Street Improvement Fund
SE Sky Ave (12th to Scenic View)	6024	Medium	SE Sky Ave from 12th Street to Scenic View Drive.	Corridor reconstruction on SE Sky Ave from 12th Street to Scenic View Drive to include streets, sidewalks, water and sewer improvements.	Planned	2027						\$ 502,580.00	\$ 502,580.00	100% Street Improvement Fund (funded by the Street Fund), REET, Water Capital Reserve Fund, Wastewater Capital Reserve Fund
Whitman Dr Reconstruction	6043	Low - Dependent on future development.	Whitman Drive & Maple Ave	Reconstruct roadway from Academy Way to Martin Airfield to Arterial Standards. Also, includes conversion of Academy & Whitman intersection to four way stop.	Planned	2027						\$ 986,654.00	\$ 986,654.00	50% Developer Fees; 50% State TIB or Public Works Trust Fund Grants
Whitman Dr Multiuse Path Completion	6006	Low	Whitman Drive between Evans and Academy.	Assemble right of way to complete gap in multi-use path between Evans and Academy Way.	Planned	2027						\$ 80,000.00	\$ 80,000.00	90.0% MPO STP Funds and/or State RCO, 10% Local Match
Total: Public Works Department - Streets							\$ 2,775,000.00	\$ 11,484,600.32	\$ 2,211,000.00	\$ 5,607,860.48	\$ 1,732,003.76	\$ 1,664,234.00	\$ 25,474,698.56	
Public Works Department - Wastewater														
WWTP Improvements - Implementation Phase 1:	7004	High - Mandated by our Wastewater Permit, also dependent on grants.	WWTP - 501 Owens Rd	WWTP Wastewater Treatment Plant Improvements: - 2022: Headworks \$1,740,000 - 2022: Rearation and Cooling: \$150,000 - 2023: Land Treatment: \$17.9 Million	Budgeted	2022	\$ 2,000,000.00	\$ 23,000,000.00					\$ 25,000,000.00	20% Wastewater Capital Reserve; 40% Department of Ecology Grant/Loan; 40% Legislative Appropriation.
Life Station #5 Replacement	7019	High - Over Capacity and Tripping Hazard	SW 1st	Replace over capacity wastewater lift station. Engineering in FY 2022. Construction in FY 2023.	Budgeted	2022	\$ 465,000.00	\$ 1,176,500.00					\$ 1,641,500.00	100% Public Works Trust Fund (State)

Neighborhood Sewer Lining	7016	High	Across Community.	Refer to Wastewater Fiscal Sustainability Plan for Period Phasing.	Budgeted	2022	\$ 300,000.00		\$ 400,000.00		\$ 300,000.00		\$ 1,000,000.00	100% Wastewater Capital Reserve Fund.
12th Street Wastewater Replacement Project	6010.3	Medium	12th Street from College to Larch.	Wastewater replacement project below 12th Street project.	Planned	2023		\$ 270,742.00					\$ 270,742.00	100% Wastewater Capital Reserve Fund.
NE Cedar Ave Wastewater Replacement Project	6007.3	High - Dependent on grant funds.	Cedar Ave from C to A Streets	Line Sewer of NE Cedar Avenue from A to C Street.	Planned	2026					\$ 80,010.00		\$ 80,010.00	100% Legislative Appropriation
12th Street Wastewater Replacement Project (Date to Myra)	6039.3	Medium	12th Street from Myra Rd to Larch St	Wastewater Replacement Project under 12th Street project.	Planned.	2025				\$ 401,745.00			\$ 401,745.00	100% Wastewater Capital Reserve Fund.
Central Avenue Wastewater Line Project (ScenicView to Valley)	7020	Low	Central Avenue from ScenicView to Valley.	Install new sewer line to replace private line in corridor.	Planned	2027						\$ 150,000.00	\$ 150,000.00	100% Wastewater Capital Reserve Fund.
Total: Public Works Department - Wastewater							\$ 2,765,000.00	\$ 24,447,242.00	\$ 400,000.00	\$ 401,745.00	\$ 380,010.00	\$ -	\$ 28,543,997.00	
Public Works Department - Water														
Well No. 2 (No 6.) Relocation	8001	High	Whitman Drive & Maple Ave	Reconstruction of new well shaft and well-house and installation of pump, motor, controls, and appurtenant equipment and facilities to replace Well No. 2; decommissioning of existing Well No. 2. The goal is to have this well operational by end of Summer 2021. High end estimate is by Paul Cross at RH2	Budgeted	2017	\$ 2,850,000.00						\$ 2,850,000.00	State Legislative Appropriation and 20-year, 1%, 50% forgivable DWSRF Loan
Sky & 12 Water Main Replacements	8007	Medium	Sky Avenue and Alley of 12th & Mt View	Replace existing steel water main and services. Project deferred due to crazy bidding environment due to COVID.	Budgeted	2022	\$ 617,000.00						\$ 617,000.00	48.6% Federal ARPA Grant, 51.4% Water Capital Fund.
Whitman Maple Solar Array	8019	Low	Whitman & Maple Drive	The City will continue to look for grant funding to construct a solar array adjacent to Well #6. We will only pursue this project if it is grant funded.	Budgeted	2022	\$ 450,000.00						\$ 450,000.00	100% either Pacific Power Blue Sky, CREA, or State Department of Commerce Funding
6th St Water - College to Date	8011	High	6th between College	Replace water main and services	Budgeted	2022	\$ 150,000.00						\$ 150,000.00	100% Water Capital Reserve Fund.
Well #7 Development	8017	High	Teal Rd City Property.	Develop a fourth well with School District due to increased population.	Budgeted	2022	\$ 510,000.00	\$ 1,065,000.00	\$ 1,925,000.00				\$ 3,500,000.00	10% Public Works Trust Fund, 20% City Water Fund, 60% FEMA HMA Grant, 10% Developer Contribution.
Western College Place Water Storage Tank Reservoir 4 (1,000,000 Gallons)	8018	High	Martin Airfield Area	Engineering and development of 1,000,000 water storage tank to serve all of west/southwest College Place.	Budgeted	2022	\$ 350,000.00	\$ 1,000,000.00	\$ 2,150,000.00				\$ 3,500,000.00	10.0% State Public Works Trust Fund, 50.0% FEMA HMA or Fed Inf Bill, 15.0% Water Capital Fund, 10.0% Dev Contribution
Well #3 Electrical Generator	8024	High	Lamperti & Larch	Electrical Generator at Well #3	Planned	2023		\$ 500,000.00					\$ 500,000.00	75% FEMA HMA Grant, 25% City Water Fund
SE 12th St (College to Larch) Water Infrastructure Replacement Project	6010.4	Medium - Dependent on Grant Funds	SE 12th Street from College to Larch Ave.	Replace water infrastructure under SE 12th St project.	Planned	2023		\$ 617,381.00					\$ 617,381.00	100% Water Capital Reserve Fund.
SW 10th Street Retrofit (Colleg	5005.3	High	SW 10th from College	Replace water main and services on SW 10th from College to Dead End.	Planned	2024			\$ 236,643.00				\$ 236,643.00	100% Water Capital Reserve Fund.
Birch Ave Water - 2nd to 4th	8009	High	Birch between 2nd &	Replace water main & services	Planned	2024			\$ 140,000.00				\$ 140,000.00	100% Water Capital Reserve Fund.
SE 12th St (Larch to Myra) Water Infrastructure Replacement Project	6039.4	Medium - Dependent on grant funds.	SE 12th Street from Myra Rd to Larch Ave.	Replacemen water infrastructure under SE 12th St project from Date to Myra Rd.	Planned	2025				\$ 916,113.00			\$ 916,113.00	100% Water Capital Reserve Fund.

Steel (500,000 Gallon) Tower Repaint	8020	High	Water Tank in Public Works Yard	Elevated water tower from 1947 needs to be repainted. Also, pursuing FEMA Resiliency Grant to conduct seismic upgrades,	Planned	2025					\$ 1,200,000.00			\$ 1,200,000.00	75% FEMA HMA Grant, 25% City Water Fund
NE Cedar Ave Water Infrastructure Replacement Project	6007.4	High - Dependent on Ave funds.	NE Cedar Avenue from "A" to "C" Street	Replace water infrastructure below Cedar Ave project.	Planned	2026					\$ 158,000.00			\$ 158,000.00	100% Legislative Appropriation
Dewey Drive Water	6022.2	High	Dewey Drive	Replace Water main & services	Planned	2026					\$ 286,000.00			\$ 286,000.00	100% Water Capital Reserve Fund.
SE Sky Ave Water Infrastructure Replacement Project	6024.3	Medium	SE Sky Ave from 12th to SE Scenic View Dr.	Replace water infrastructure below Sky Ave project.	Planned	2027						\$ 140,850.00		\$ 140,850.00	100 % Water Capital Reserve Fund
Total: Public Works Department - Water							\$ 4,927,000.00	\$ 3,182,381.00	\$ 4,451,643.00	\$ 2,116,113.00	\$ 444,000.00	\$ 140,850.00	\$ 15,261,987.00		
Grand Total: All Capital Facility Projects							\$ 14,996,443.00	\$ 44,104,263.32	\$ 12,092,792.00	\$ 9,812,618.48	\$ 3,090,913.76	\$ 2,485,084.00	\$ 86,732,114.56		

AGREEMENT BETWEEN CITY OF COLLEGE PLACE AND DR. TODD CARMAN-WAGNER FOR VULNERABLE ADULT WELFARE CHECK SERVICES

This Agreement is between the City of College Place (City), a municipal corporation, and Carman Wagner Consulting, PLLC, (CWC), (collectively Parties).

The Parties agree as follows:

A. Purpose

The purpose of this Agreement is to set forth the duties between the City and CWC for providing civilian community caretaking checks on potentially vulnerable adults. The Parties recognize that new state policing legislation was passed with the goal of reducing the incidents of use of force by law enforcement officers and has changed the landscape of law enforcement-civilian interaction. Traditionally, law enforcement voluntarily served the community by conducting welfare checks on individuals when requested by a family member or friend and law enforcement has a duty under the law to assist behavioral health professionals (Crisis Response) in detaining a person when Crisis Response has determined the person meets the criteria for detention under the Involuntary Treatment. However, with the new laws, the appropriateness of welfare check interaction with citizens has come into question. The City desires to continue to serve the community through welfare checks by contracting with a behavioral health professional to perform welfare checks without a police presence.

B. Welfare Check

A welfare checks or wellness check is an attempt to make an in-person contact with an adult person to determine their wellbeing upon request from a concerned person. Request for a welfare check can come from any person, but usually from a family member, friend, neighbor, employer, school, or church. Many times, the concerned person does not live in the area and has been unable to make contact with their loved one. Welfare checks can be requested by calling 911, non-emergency dispatch, or the City police department.

C. Duties

1. CWC:

When CWC is available, upon request by a College Place police officer, CWC shall respond to the address of the individual who is the subject of the welfare check request and will attempt to make contact. If contact is made, CWC shall assess the wellbeing of the individual which shall at least include whether the person is injured, sick, hungry (underfed), or thirsty (dehydrated). Additional checks on medication, hygiene, home environment, access to telephone, available food and home necessities, status of utilities and garbage disposal.

Upon checking, CWC shall notify the requesting CPPD police officer of the following:

- How CWC attempted to make contact and whether CWC was able to make contact;
- If unable to make contact, why, including whether CWC was prohibited from making contact by another person
- Assessment of the welfare of the individual if contact was made;
- Identity of any else besides the subject individual present, including any statements or actions thereof;
- Reason for the individual's lack of communication if known;
- Any concerning observations; and
- Any other information as requested by the CPPD officer.

Call 911 Immediately. CWC must call 911 when, while performing a welfare check, CWC discovers any of the following:

- An open or ajar window or door or any other sign of a possible break in;
- A weapon, ammunition, or spent casings;
- Illegal drugs, drug paraphernalia, syringe etc.;
- Putrid odor that might be a dead person or animal;
- Injured or dead person or a dead animal;
- Blood;
- Fire or smoke coming from the residence;
- Natural gas or other potential dangerous gas smell;
- Any other significantly unsafe or dangerous condition;
- A crime being committed;

Call 911 Immediately. If CWC becomes the victim of a crime or attempted crime, CWC must call 911.

Designated Crisis Responder Needed. While CWC is a Licensed Clinical Social Worker and a Certified Chemical Dependency Professional, CWC does not serve as state Designated Crisis Responder (DCR) pursuant to the state Involuntary Treatment Act and therefore, should CWC, in his opinion, observe any condition which leads him to believe the individual may be a danger to himself, (suicide attempt or suicide ideations), or a danger to others, (threat to hurt another person or to cause substantial damage to someone else's property), or that the individual cannot take care of his or her basic needs such as eating, sleeping, clothing, shelter or making safe choices, CWC must call 911 and request Behavioral Health Crisis Response Team be dispatched to the residence. CWC shall, if reasonably possible, remain at the residence until Crisis arrives.

2. City. City shall, upon invoice from CWC, pay \$_____ per month for fulfillment of duties herein.

D. No professional services on behalf of the City. The Parties recognize that CWC is better equipped than a lay person to assess the welfare or wellbeing of an individual, however, the City does not authorize CWC to perform any services above and beyond

those indicated here of observational inquiry into a subject individual's general wellbeing. It may be that a person needs behavioral health or other services and CWC may provide those services to the person, but will not do so on behalf or at the request of the City and the City specifically prohibits such services to be provided on the City's behalf. Any and all communications between CWC and the individual that are above and beyond determining the individual's general wellbeing are confidential and will not be disclosed to the City without permission from the subject.

E. Records. CWC shall maintain a record of the welfare checks, noting, if possible, the following:

- Date/time/block number and street of check;
- Person requesting check and relationship to subject individual;
- Whether contact with the subject individual was made;
- If no contact made with the subject individual, reason(s) why;
- Reason for lack of communication by subject individual;
- Length of time CWC at residence;
- Whether CWC called 911 and reason therefore;
- Whether Crisis Response Team was requested and whether it responded;
- Whether law enforcement was requested and whether they responded;
- Whether medical services were requested and whether they responded;
- Age and relationship to subject individual of all people present; and
- Any observations about the welfare of the subject individual.

F. Independent Contractor.

CWC agrees and stipulates that in performing this Agreement, it is acting as an Independent Contractor, and that no relationship of employer and employee is created by this Agreement. CWC has exclusive control over work performed pursuant to this Agreement and has no authority or power to obligate or bind the City.

G. Indemnification & Hold Harmless Agreement.

1. Generally. City officers or employees and agents, acting within the scope of their employment, shall have no personal liability to Contractor for any act or omission arising due to or out of this Agreement.
2. Contractor Indemnification. Contractor agrees to release, defend, indemnify, and hold harmless the City and its officers, employees, attorneys, elected officials, insurers, representatives, agents and volunteers from and against any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any

and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should the Parties agree or should a court of competent jurisdiction find that the

3. **Industrial Insurance Act Waiver.** It is specifically expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES ACKNOWLEDGE, by signature below, THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

H. Insurance. CWC, for the duration of the term of this Agreement and any extensions or renewals, shall obtain and retain the following insurance in the amounts indicated:

- Professional Liability Insurance in the amount of \$1,000,000 per claim and \$3,000,000 aggregate.
- Automobile Liability insurance with combined single limits of liability not less than \$_____ for bodily injury; including personal injury or death and property damage.

I. Term. This Agreement shall begin upon execution by both parties and shall be for one year. The Parties may extend this Agreement in writing.

J. Termination. Either Party may terminate this Agreement for any reason or no reason upon 10 days' written notice to the other Party. Should either party fail to comply with any term or condition of this Agreement, the non-breaching party may terminate the Agreement immediately and notice thereof will be provided to the other party as soon as reasonably practicable.

K. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of CWC and the City. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties and the City owes no duty to any individual or group, but to the public as a whole.

L. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Walla Walla County.

M. Severability. Should any clause, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

N. Survival. Those provisions of this Agreement that by their purpose should survive expiration or termination of the Agreement shall so survive.

O. Funding. The City is not obligated to appropriate funding to fulfill this Agreement beyond any appropriated at the time of execution of this Agreement.

P. Amendments. No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced in writing and executed.

So agreed and executed:

CITY OF COLLEGE PLACE

CARMAN WAGNER CONSULTING, PLLC

By: _____
Mike Rizzitiello, City Administrator

By: _____
Dr. Todd Carman-Wagner, governor

Date: _____

Date: _____

ATTEST:

Lisa Neissl, City Clerk

Date: _____

APPROVED AS TO FORM:

Rea Culwell, City Attorney

Date: _____